

**Village of Algonquin
Village Board Meeting
June 4, 2024
7:30 p.m.
Ganek Municipal Center
2200 Harnish Drive, Algonquin**

1. CALL TO ORDER

2. ROLL CALL – ESTABLISH A QUORUM

3. PLEDGE TO FLAG

4. ADOPT AGENDA

5. AUDIENCE PARTICIPATION

(Persons wishing to address the Board, must register with the Village Clerk prior to call to order.)

6. VILLAGE OF ALGONQUIN PROCLAIMS JUNE 17-23, 2024 POLLINATOR WEEK

7. CONSENT AGENDA/APPROVAL:

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

A. APPROVE MEETING MINUTES

- (1) Public Hearing Held May 21, 2024
- (2) Village Board Meeting Held May 21, 2024
- (3) Committee of the Whole Meeting Held May 21, 2024

8. OMNIBUS AGENDA/APPROVAL:

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

A. ADOPT RESOLUTIONS:

- (1) Adopt a Resolution Accepting and Approving an Agreement with B&B Holiday Decorating, for the Rental, Installation, and Removal of the 2024 Holiday Decorations on South Main Street in the Amount of \$40,963.65
- (2) Adopt a Resolution Accepting and Approving an Agreement with Utility Service Co. for the Jacobs Water Tower Mixing System Installation in the Amount of \$42,369.00
- (3) Adopt a Resolution Accepting and Approving an Agreement with ME Simpson for the Meter Testing Program in the Amount of \$43,500.00
- (4) Adopt a Resolution Accepting and Approving a Memorandum of Understanding with Northpoint for the Conveyance of Outlots A and B

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

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

11. List of Bills Dated June 4, 2024 totaling \$4,790,927.28

12. COMMITTEE OF THE WHOLE:

A. COMMUNITY DEVELOPMENT

B. GENERAL ADMINISTRATION

C. PUBLIC WORKS & SAFETY

13. VILLAGE CLERK'S REPORT

14. STAFF COMMUNICATIONS/REPORTS, AS REQUIRED

15. CORRESPONDENCE

16. OLD BUSINESS

17. EXECUTIVE SESSION

A. Land Acquisition

18. NEW BUSINESS

- A.** Consideration of an Ordinance providing for the issue and sale of approximately \$15,505,000 of general obligation bonds for the purpose of financing various capital improvements in the Village and providing for the levy and collection of taxes for the payment of the bonds.

19. ADJOURNMENT

PROCLAMATION

RECOGNIZING JUNE 17-23, 2024 AS POLLINATOR WEEK

WHEREAS, pollinator species such as bees, birds, bats, and insects are essential partners of farmers and ranchers in producing much of our food supply; and

WHEREAS, pollination plays a vital role in the health of our national forests and grasslands, which provide forage, fish and wildlife, timber, water, and recreational opportunities as well as enhanced economic development opportunities for communities; and

WHEREAS, pollinator species provide significant environmental benefits that are necessary for maintaining healthy, biodiverse ecosystems; and

WHEREAS, the Village of Algonquin promotes wise conservation stewardship, including the protection and maintenance of pollinators and their habitats in parks and open spaces; and

THEREFORE, BE IT PROCLAIMED by the President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois that the Village of Algonquin does hereby proclaim the week of June 17-23, 2024 as Pollinator Week, and urges all citizens to recognize this observance.

Dated this 4th day of June, 2024

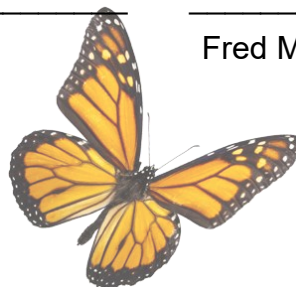
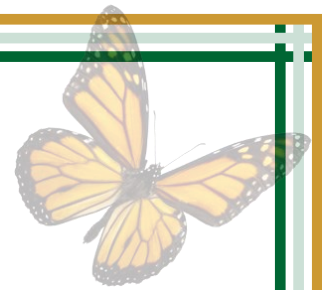
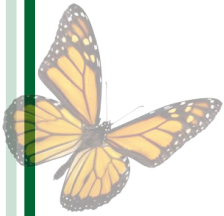
(Seal)

Approved:

Attest:

Debby Sosine, Village President

Fred Martin, Village Clerk





MINUTES OF THE PUBLIC HEARING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF ALGONQUIN, McHENRY & KANE COUNTIES, ILLINOIS
ON MAY 21, 2024
HELD IN THE VILLAGE BOARD ROOM

PUBLIC HEARING BEFORE THE CORPORATE AUTHORITIES

RE: Proposal for a Renewed and Revised Cable Franchise Agreement Submitted by Comcast of Northern Illinois, Inc.

1. Call to Order, Roll Call - Establish Quorum

Village President Debby Sosine, called the Public Hearing to order at 7:25P.M. with Village Clerk, Fred Martin, calling the roll.

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

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

2. Public Comment on Proposal for a Renewed and Revised Cable Franchise Agreement Submitted by Comcast of Northern Illinois, Inc.

None

3. Comments by Village Board Members

None

4. Adjourn Public Hearing

President Sosine adjourned the Public Hearing at 7:26 PM

Submitted:

Village Clerk, Fred Martin

Approved this 4th day of June, 2024

Village President, Debby Sosine



MINUTES OF THE ANNUAL AND REGULAR VILLAGE BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF ALGONQUIN, McHENRY & KANE COUNTIES, ILLINOIS
MEETING OF MAY 21, 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 (joined the meeting at 7:32 P.M.), Brian Dianis, and Village President Debby Sosine

Staff in Attendance: Tim Schloneger, Village Manager; Nadim Badran, Public Works Director; Dennis Walker, Police Chief; Patrick Knapp, Community Development Director; 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.
Voice vote; ayes carried

AUDIENCE PARTICIPATION:

Chris Kious gave updates on Kane County events

David Rodriguez expressed concerns over the proposed Lennar Development

PROCLAMATIONS:

A. The Village of Algonquin Proclaims May 19-25, 2024 Public Works Week

Clerk Martin read the Proclamation into the record

B. The Village of Algonquin Proclaims the First Week of June Law Enforcement Civilian Personnel Appreciation Week

Clerk Martin read the Proclamation into the record

C. The Village of Algonquin Proclaims June 2024 Pride Month

Clerk Martin read the 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 Hearing Held May 7, 2024

(2) Village Board Meeting Held May 7, 2024

(3) Committee of the Whole Meeting Held May 14, 2024

B. APPROVE THE VILLAGE MANAGER'S REPORT OF APRIL 2024

Moved by Spella seconded by Auger to approve the Consent Agenda

Voice vote; ayes carried

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

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

A. PASS ORDINANCES:

(1) Pass an Ordinance (**2024-O-20**) Amending Chapter 21.3 Definitions, 21.12 Special Uses and 21.15 Accessory Buildings & Uses of the Village of Algonquin Zoning Code

- (2) Pass an Ordinance (**2024-O-21**) Amending Chapter 21.3 Definitions and 21.12 Special Uses of the Village of Algonquin Zoning Code

B. ADOPT RESOLUTIONS:

- (1) Adopt a Resolution (**2024-R-64**) Accepting and Approving a Cable Franchise Agreement with Comcast of Northern Illinois, Inc.
- (2) Adopt a Resolution (**20204-R-65**) Authorizing the Continuation of the Village of Algonquin’s Membership with McHenry County Municipal Risk Agency (MCMRMA)
- (3) Adopt a Resolution (**2024-R-66**) Accepting and Approving an Agreement with EOSullivan Consulting for Legislation Representation in the Annual Amount of \$48,000.00, with the Option to Renew Annually on May 1 of Each Year
- (4) Adopt a Resolution (**2024-R-67**) Accepting and Approving an Agreement with Christopher B Burke Engineering for the Design Engineering Services for the Brittany Hills Subdivision Improvements Project in the Amount of \$201,975.00
- (5) Adopt a Resolution (**20204-R-68**) Accepting and Approving an Agreement with Christopher B. Burke Engineering, LTD (CBBEL) to provide Design Engineering Services for the Willoughby Farms Subdivision Section 2 Improvements in the Amount of \$293,740.00
- (6) Adopt a Resolution (**2024-R-69**) Accepting and Approving an Agreement with H&H Electric Co. for the 2024 Street Light Maintenance Program in the Amount of \$313,274.22
- (7) Adopt a Resolution (**20204-R-70**) Accepting and Approving an Agreement with Schroeder & Schroeder, Inc. for the 2024 MFT Concrete Replacement Program in the Amount of \$350,000.00
- (8) Adopt a Resolution (**2024-R-71**) Accepting and Approving an Agreement with M.E. Simpson Co., Inc. for the Water Distribution Leak Detection Program in the Amount of \$36,800.00
- (9) Adopt a Resolution (**2024-R-72**) Accepting and Approving an Agreement with Trojan Technologies for the Fecal Coliform Disinfection System UV System Lamp Replacement in the Amount of \$54,903.00
- (10) Adopt a Resolution (**2024-R-73**) Accepting and Approving an Agreement with RES for the Woods Creek Reach 6&7 Construction in the Amount of \$1,044,569.40
- (11) Adopt a Resolution (**2024-R-74**) Accepting and Approving an Agreement with HR Green for the Woods Creek Reach 6&7 Construction Oversight in the Amount of \$110,778.00

Moved by Brehmer, seconded by Spella 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 Brehmer, to approve the List of Bills and payroll expenses for payment in the amount of \$2,942,124.60

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	631,313.58
02	CEMETERY	2,950.43
03	MFT	28,452.44
04	STREET IMPROVEMENT	1,104,877.33
05	SWIMMING POOL	1,003.56
06	PARK IMPROVEMENT	277,217.16
07	WATER & SEWER	97,607.47
12	WATER & SEWER IMPROVEMENT	105,889.05
16	DEVELOPMENT FUND	3,500.00
26	NATURAL AREA & DRAINAGE IMPROV	37,557.37

28	BUILDING MAINT. SERVICES	31,968.09
29	VEHICLE MAINT. SERVICE	<u>25,642.80</u>
	TOTAL ALL FUNDS	2,347,979.28

COMMITTEE OF THE WHOLE:

A. COMMUNITY DEVELOPMENT

None

B. GENERAL ADMINISTRATION

None

C. PUBLIC WORKS & SAFETY

None

VILLAGE CLERK'S REPORT

Village Clerk Martin announced future meetings.

STAFF REPORTS:

ADMINISTRATION:

Mr. Schloneger:

The Village intends to issue/sell General Obligation Bonds on June 4, 2024, to generate net proceeds of \$16,000,000. These bonds will have a 12-year term, with debt service paid from pledged revenues (Home Rule Sales Tax) in the Street Improvement Fund and Park Improvement Fund. The Village plans to abate its bond levy annually, ensuring there will be no property tax burden from these bonds. S&P Rating standard and Poor's (S&P) has affirmed the Village's AAA rating with a stable outlook, the highest rating possible

COMMUNITY DEVELOPMENT:

Mr. Knapp:

He and President Sosine have just returned from the ICSC conference in Las Vegas.

PUBLIC WORKS:

Mr. Badran:

Towne Park pre-construction has started.

POLICE DEPARTMENT:

Chief Walker:

1. Our new recruit, Derek Moore has started his second week of his 16 weeks of training at the academy.
2. We in the last two weeks we celebrated the retirement of Officer Mike Carroll who served the community for 28 years and Officer Mike Seegers who served for 24 years
3. We have also just extended a conditional offer, to a potential new hire and are in the process of completing his background check

CORRESPONDENCE:

Trustee Glogowski gave an update on the McHenry County Environmental Defenders meeting.

OLD BUSINESS:

None

Moved by Smith second by Glogowski to recess the Village Board Meeting and go to Committee of the Whole at 7:57 p.m.

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

Moved by Smith second by Glogowski to reconvene the Village Board Meeting at 9:48 p.m.

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

EXECUTIVE SESSION:

Moved by Smith second by Glogowski to recess the Village Board Meeting and move to Executive Session for the purpose of the Sale of Certain Village Owned Real Property, at 9:54 p.m.

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

Moved by Smith second by Auger to reconvene the Village Board Meeting at 11:04 pm

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

President Sosine, no formal action was taken during Executive Session.

NEW BUSINESS:

Pass a Resolution Directing Staff to Proceed with Drafting an Agreement Incorporating the Terms and Conditions of the Sale of Certain Village Owned Real Property, Former Algonquin State Bank at 221 South Main Street

No action taken, staff was directed to gather more information before the June 11 Committee of the Whole Meeting.

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

Voice vote; all voting aye

The meeting was adjourned at 11:05 P.M.

Submitted:

Village Clerk, Fred Martin

Approved this 4th day of June, 2024

Village President, Debby Sosine



**Village of Algonquin
Minutes of the Committee of the Whole Meeting
Held On May 21, 2024
Village Board Room
2200 Harnish Dr. Algonquin, IL**

Trustee Spella, Chairperson, called the Committee of the Whole meeting to order at 7:57 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; Nadim Badran, Public Works Director; Patrick Knapp, Community Development Director; Dennis Walker, Chief of Police; and Kelly Cahill, Village Attorney.

AGENDA ITEM 2: Public Comment

Josh Neumann expressed concerns over the proposed Lennar development.

AGENDA ITEM 3: Community Development

Mr. Knapp:

A. Consider a Preliminary Planned Development Plat, Preliminary Plan Development Plan, and a Zoning Map Amendment for the Algonquin Meadows Subdivision

CalAtlantic Group Inc, (a Lennar Corporation), the "Petitioner", applied for approval of a Preliminary Subdivision Plat, a Prelim Planned Development Plan, and a Zoning Map Amendment for the 77.65-acre property located north of Longmeadow Parkway, West of Westfield School, East of Randall Road, and south of Willoughby Farms Phase 3C/Willoughby Farms Park as shown in the Preliminary PUD Plat and PUD Plan as "Algonquin Meadows" referred herein as the "Subject Property". Proposed site improvements include 249 dwelling units (99 single-family home lots and 150 townhome units), on-site stormwater detention, a conservation corridor, and related infrastructure improvements.

The Planning and Zoning Commission reviewed the Request at the April 8, 2024, Planning and Zoning Commission Meeting. Six residents spoke against the project with their main concerns being: increased traffic on local roads, lack of landscape easement behind the existing homes, lack of park site in the Subject Property, wildlife impact, and the impact of the new Westfield access drive.

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-2024-01 and subject to staff's recommended conditions.

The Petitioner submitted revised plans at the beginning of May that incorporated comments from staff, the Planning and Zoning Public Hearing, and the Open House. The notable revisions include: • Increased landscaping behind proposed lots 17-23. This satisfies part of condition j.

- Adjusting the side lot lines of lots 17 to 23 to align with the existing lots behind these proposed lots. This satisfies part of condition f.
- Increasing the depth of lots 17 to 23.
- Rotating lots 46 and 47 to face Road B instead of Cosman Way. This was a recommendation from the Planning and Zoning Commission.

According to a Fiscal Analysis submitted by the Petitioner, the request is forecasted to generate \$385,600 of annual revenue into the Village's General Fund and \$1,800,000 in annual property tax revenue for School District 300.

The Village of Algonquin and the Petitioner are also in the process of negotiating a Redevelopment Agreement. The project will be subject to standard development fees as outlined in the Village's Subdivision Regulations. Staff recommends approval of an Ordinance approving the Preliminary PUD Plat titled "Preliminary Subdivision Plat and P.U.D. for Algonquin Meadows Subdivision", as prepared by Mackie Consultants, LLC, with the latest revision date of May 1, 2024, approve a Preliminary Planned Unit Development Plan, and approve a Zoning Map Amendment from R-1 to R-2 and R-4, for the Subject Property located North of Longmeadow Parkway, West of Westfield School, East of Randall Road, and South of Willoughby Farms Phase 3C referred to as "Algonquin Meadows," as outlined in the staff report for case PZ-2024-01, subject to the following conditions and final staff approval:

- a. That site construction, utility installation, and grading shall not commence until a Final Plat and Final PUD Plan have been approved by the Planning and Zoning Commission and the Village Board in substantial conformity to the Preliminary PUD Plan and Preliminary PUD Plat, a Grading Permit has been issued by the Village, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency;
- b. All traffic related to construction shall access the Subject Property from Longmeadow Parkway;
- c. Except for the model dwelling units, no building permits shall be issued until the Subject Property can be accessed from the intersection of Stonegate Road and Longmeadow Parkway; d. The Proposed Single Family Home Floorplans & Elevations, as prepared by Lennar, and last revised March 30, 2024. The Traditional Townhome Floorplans and Elevations, as prepared by Lennar, and last revised March 30, 2024. The Urban Townhome Floorplans and Elevations, as prepared by Lennar, last revised March 30, 2024. The Traditional & Urban Townhomes shall increase the front masonry on the first floor, add additional accents to the upper floors, vary the doorway designs, and add design elements like masonry, push-outs, and bay windows to key side elevations that face a public road;
- e. The Algonquin Meadows, Algonquin, IL – Model Court Sign Plan, as prepared by Lennar, last revised March 6, 2024. There shall be one (1) sign at the northeast corner of Longmeadow Parkway and Stonegate Road advertising the subdivision and there shall only be one (1) sign per model home lot. The sign on the model home lot and parking lot shall conform to the Village’s sign code;
- f. The Preliminary PUD Plat titled “Preliminary Subdivision Plat and P.U.D. for Algonquin Meadows Subdivision”, as prepared by Mackie Consultants, LLC, with the latest revision date of May 1, 2024. Street names are subject to final review and approval by the Public Works Director and the Fire Department. Lots 17-23 shall be adjusted to line up with the existing lot lines to the rear of these lots. If the Petitioner can include this property at the southwest corner of the Subject Project in the Final PUD submittal, staff is supportive of the addition of one (1) single-family home lot to the Final PUD and Plat. The lot would be west of lot 2 and would have a front yard facing Road A. All dwellings shall conform to the underlying zoning except for the front open porches on the initial ranch home construction. The front yard setback of only the front open porch can be reduced to twenty-five feet (25’);
- g. The Preliminary Site Plan Exhibit, as prepared by Mackie Consultants, LLC, and last revised May 2, 2024;
- h. The Proposed Zoning Exhibit titled, “Preliminary Proposed Zoning Exhibit for Algonquin Meadows Subdivision”, as prepared by Mackie Consultants, LLC, and last revised February 26, 2024;
- i. The Preliminary Engineering, as prepared by Mackie Consultants, LLC, and last revised May 2, 2024. The Village, School District 300, and the developer shall agree upon the design of the access drive to Westfield School prior to final approval;
- j. The Preliminary Landscape Plan, as prepared by Gary R. Weber Associates, Inc, and last revised May 3, 2024. If the Petitioner can include the property at the southwest corner of the Subject Project in the Final PUD submittal, staff is supportive of the subdivision identification sign moving closer to Longmeadow Parkway in their Final PUD submittal. The screening shall be increased to the maximum amount possible in the rear of lots 17-23;
- k. A backup Special Service Area shall be required for areas to be maintained by the subdivision's HOA.”

After lengthy discussion, it was the consensus of the Committee to move this on to the Village Board for approval with the following conditions, the HOA shall be restricted in the allowed percentage of rental units, there will be no HOA for the single family homes, more brick is needed for the townhouse fronts, front porch setbacks to be redefined and the service road going to Westfield School needs clarification requiring that the Village, Developer, and School District agree on a design prior to Final PUD approval, as to access and ownership control.

AGENDA ITEM 4: General Administration
None

AGENDA ITEM 5: Public Works & Safety
Mr. Badran:

A. Consider an Agreement with B&B Holiday Decorating, for the Rental, Installation, and Removal of the 2024 Holiday Decorations on South Main Street

Presented is a proposal from B&B Holiday Decorating, for the rental, installation, and removal of the 2024 holiday decorations along South Main Street. With the completion of the downtown streetscape project in 2019, the Village decided to contract out the downtown decorations for Main Street due to the intricate nature and time involved in installing, removing, and storing these items. B&B Holiday Decorating, out of Wheeling, Illinois has been performing this service for the past four seasons. Since they have been doing this, they have become very familiar with the process and the Village standards for our holiday aesthetics. Based on this experience,

the Village would like to continue with B&B Holiday Decorating. As they have provided an excellent product, excellent service, and have been very reliable.

The General Services budgeted \$43,000.00 for this work. The attached proposal is for \$40,963.65 which is under the budgeted amount for the holiday decorations for this season. We are excited for another season of holiday decorations. I, therefore, recommend the Committee of the Whole approve this, and pass it along to the Village Board, to award this work for \$40,963.65 to B&B Holiday Decorating out of Wheeling, Illinois.

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. for the Jacobs Water Tower Mixing System Installation

To date, Utility Service Co., Inc. has successfully renovated the Countryside Standpipe and Copper Oaks Tower, and this year, our focus is on the Huntington Standpipe. With a total of seven water towers, we are systematically restoring one tower each fiscal year to baseline condition and integrating it into our annual maintenance program to ensure the safety and reliability of our water supply. Although Jacobs Tower is not scheduled for restoration until fiscal year 2028-2029, we are proposing to install a mixing system this year, given its central location in our largest service zone in Algonquin. The installation of a mixing system in our water tower is designed to enhance water quality and stabilize chemical levels throughout the structure. This upgrade addresses issues that lead to temperature disparities and uneven chlorine distribution, thereby improving the overall efficiency and safety of our water supply system. Currently, the Water and Sewer Operating Fund (Maintenance Storage Facility) has allocated \$43,000.00 for the Jacobs Water Tower Mixing System. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the Jacobs Water Tower Mixing System installation in the amount of \$42,369.00 to Utility Service Co., Inc.

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

C. Consider an Agreement with ME Simpson for the Meter Testing Program

Proposed is the launch of our Large Water Meter Evaluation, Testing, and Calibration Program within the Village. We have been extremely proactive by testing approximately 100 large meters throughout our system annually to ensure accuracy, prevent deficiencies, and maintain peak performance.

Testing all large water meters annually is crucial for several reasons:

Accuracy in Billing:

- Ensures customers are billed correctly for their water usage.
- Prevents dissatisfaction and financial discrepancies.

Revenue Protection:

- Accurately measures all water usage, protecting the municipality's revenue.
- Prevents significant financial losses due to under-recorded water usage.

Water Conservation:

- Promotes water conservation by providing users with accurate consumption data.
- Encourages users to take steps to reduce wastage.

Leak Detection:

- Identifies leaks in the system through regular testing.
- Prevents water loss, saves money, and protects infrastructure from damage.

Customer Trust:

- Builds trust with residents and businesses through consistently accurate water meters.
- Fosters good relationships by maintaining transparency in water usage and billing.

Currently, the Water and Sewer Operating Fund (Professional Services) has allocated \$46,000.00 specifically for the Large Water Meter Testing Program. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the Meter Testing Program in the amount of (not to exceed) \$43,500.00 to the Villages preferred contractor M.E. Simpson Co., Inc.

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

D. Consider a Memorandum of Understanding with Northport for the Conveyance of Outlots A and B

Per the approved Landscape Plan prepared by Manhard Consulting, Northpoint was to naturalize the detentions on outlots A&B. These outlots are then supposed to be dedicated to the Village after the successful establishment of the native and wetland planting. The specifications in the landscape plan call for 3 years of maintenance after the basins are planted.

Northpoint has planted these basins, and the Village has determined that the native seeding has started to grow successfully. Northpoint does not want to manage the 3-year maintenance period for full establishment of these outlots. Instead, they would like to pay the Village for the 3 years of maintenance and monitoring. They are also going to give us money for overseeding as a precaution should the seeding fail for any reason. The Village got a cost for the 3-year maintenance and monitoring period plus the overseeding from RES (Resource Environmental Solutions). This cost is \$166,388.50
The Village proposed this to NorthPoint and they would like to pay this, turn the outlets over to the Village for ownership and be absolved of any further maintenance and establishment of the naturalized detention basins because they are going to pay the Village to hire a contractor to do this and have the Village take responsibility for the establishment and meeting of the planting and establishment specifications.

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
Trustee Brehmer asked all attending the Founders Day brunch to please RSVP your attendance.

AGENDA ITEM 8: Adjournment
There being no further business, Chairperson Spella adjourned the meeting at 9:48 p.m.

Submitted: _____
Fred Martin, Village Clerk



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 B&B Holiday Decorating, for the Rental, Installation, and Removal of the 2024 Holiday Decorations on South Main Street in the Amount of \$40,963.65, 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 - VENDOR (Services)

Effective Date: May 28, 20 24

Purchase Order No.

Project: Down Town Holiday Lights		Location: South Main Street from route 62 south to route 31	
Originating Department:			
Owner	Consultant/Vendor	Developer	
Village of Algonquin Address: 110 Mitchard Way Algonquin IL. Phone: 847-658-2754 Fax: Contact: vkilcullen@algonquin.org	Name: B&B Holiday Decorating Address: 2048 S. Foster Ave. Wheeling IL. 60090 Phone: 847-825-1657 Fax: Contact: christmas@bbservicesinc.com	(where applicable) Phone: Fax: Contact:	

COST OF WORK

The Contract Price of the Work under this Purchase Agreement is: \$ 40,963.65

SCOPE OF WORK:

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

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

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

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM	EXTENSION
1	Holiday Lights	Holiday Decorations for South Main Street	\$ 40,963.65 NOT TO EXCEED	\$ 40,963.65
			TOTAL	\$ 40,963.65

NOTES:

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

WARRANTIES and INDEMNIFICATION

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

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

ACCEPTANCE OF PURCHASE AGREEMENT

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

CONSULTANT/VENDOR:

By: _____
 Representative of Vendor authorized to execute Purchase Agreement

OWNER:

Village of Algonquin

By: _____

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

10. Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT/VENDOR:

Date

VILLAGE OF ALGONQUIN
PURCHASE ORDER INSURANCE REQUIREMENTS

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

1. **Commercial General Liability Insurance**

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

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

2. **Commercial Automobile Liability Insurance**

Limits: Each Occurrence \$1,000,000

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

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

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

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

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

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

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

Limits: Each Occurrence \$1,000,000

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

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

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

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

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

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

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

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

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

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

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

Scope of Work/Services – Vendor/Services

VOA: _____

_____: _____

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

Contract Price – Vendor/Services

VOA: _____

_____ : _____

Schedule C

Insurance Requirements – Vendor/Services

Required Insurance:

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

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

VOA: _____

_____ : _____

Evidence of Insurance.

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

General Insurance Provisions

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

VOA: _____

_____ : _____

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

Supplemental Terms and Conditions

VOA: _____

_____ :



2024 - R - 76
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. for the Jacobs Water Tower Mixing System Installation in the Amount of \$42,369.00, attached hereto and hereby made part hereof.

DATED this 4th day of June, 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: **Jacobs elevated water tower mixing system** Location: **2600 Bunker Hill Dr.**

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 \$ 42,369.00.

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	Install a water mixing system in Jacobs elevated water tower.	\$42,369.00	\$42,369.00
			TOTAL	\$ 42,369.00

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.**

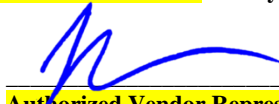
CONTRACT TIMES: Contractor/Vendor agrees to commence Work within forty-eight (48) hours of receipt of the Owner’s Notice to Proceed, and to complete the Work no later than _____ (_____) days after commencing the Work. Time is of the essence.

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: 
Authorized Vendor Representative
 Dated: **May 1, 2024**

 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 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.

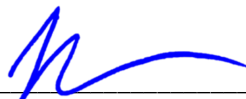
20. Waiver: Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, 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



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 ME Simpson for the Meter Testing Program in the Amount of \$43,500.00, attached hereto and hereby made part hereof.

DATED this 4th day of June, 2024

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - VENDOR (Services)

Effective Date: <u>June 4</u> , 20 <u>24</u>		Purchase Order No. _____	
Project: <u>Commercial water meter testing</u>		Location: <u>Various</u>	
Originating Department: _____		Water Treatment Division	
Owner	Consultant/Vendor	Developer	
Village of Algonquin Address: 2200 Harnish Dr. Algonquin, IL 60102 Phone: 847-658-2754 Fax: 847-658-2759 Contact: Jason Meyer	Name: M.E. Simpson Co. Inc. Address: 3406 Enterprise Avenue Valparaiso, IN 46383 Phone: 800-255-1521 Fax: 800-531-2444 Contact: Joe Nepras	(where applicable) Phone: Fax: Contact:	

COST OF WORK

The Contract Price of the Work under this Purchase Agreement is: \$ 43,500.00

SCOPE OF WORK:

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

- ✕ General Contract, dated _____, 20__
- ✕ Specification No(s): _____, dated _____, 20__
- ✕ Plans dated : _____
- ✕ Addendum No(s): _____
- ✕ Other: _____

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

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM	EXTENSION
1		We will be testing a 100 commercial water meters at various locations in town.	\$ 43,500.00 NOT TO EXCEED	\$ 43,500.00
			TOTAL	\$ 43,500.00

NOTES:

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

WARRANTIES and INDEMNIFICATION

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

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

ACCEPTANCE OF PURCHASE AGREEMENT

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

CONSULTANT/VENDOR:

M.E. Simpson Co., Inc. - Cara Lance-Emerick - CFO
By: Cara Lance-Emerick
Representative of Vendor authorized to execute Purchase Agreement

OWNER:
Village of Algonquin

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

10. Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT/VENDOR:

Caroline - Emick

4/4/2024

Date

VILLAGE OF ALGONQUIN
PURCHASE ORDER INSURANCE REQUIREMENTS

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

1. **Commercial General Liability Insurance**

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

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

2. **Commercial Automobile Liability Insurance**

Limits: Each Occurrence \$1,000,000

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

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

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

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

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

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

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

Limits: Each Occurrence \$1,000,000

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

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

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

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

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

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

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

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

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

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

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

Scope of Work/Services – Vendor/Services

VOA: _____

_____: _____

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

Contract Price – Vendor/Services

VOA: _____

_____ : _____

Schedule C

Insurance Requirements – Vendor/Services

Required Insurance:

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

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

VOA: _____

_____ : _____

Evidence of Insurance.

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

General Insurance Provisions

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

VOA: _____

_____ : _____

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

Supplemental Terms and Conditions

VOA: _____

_____ :

RESOLUTION 2024 - R-

***A Resolution Authorizing the Acceptance
of the Conveyance of Real Property From
NP BGO Algonquin Corporate Center, LLC. to the Village of Algonquin***

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

WHEREAS, NP BGO Algonquin Corporate Center, LLC, a Delaware limited liability corporation ("NP BGO") is to convey Outlots A and B in the Northpoint Algonquin Corporate Campus Subdivision (the "Property") in the Village of Algonquin pursuant to the Redevelopment Agreement between the Village and NP BGO; and

WHEREAS; the Village Board authorizes the Village President to enter into a Memorandum of Understanding with NP BGO Algonquin Corporate Center, LLC, a Delaware limited liability corporation ("NP BGO") pertaining to Outlots A and B in the Northpoint Algonquin Corporate Campus Subdivision, and

WHEREAS, the corporate authorities of the Village are ready and willing to accept the conveyance of the Property.

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

Subject to receipt of a special warranty deed and title policy showing that the property is not subject to any liens, mortgages, easements, covenants or other monetary encumbrances, the President, Clerk and Village Attorney are authorized to execute any and all other documents necessary and appropriate to effect the acquisition of the Property and acceptance by the Village consistent with the Redevelopment Agreement.

Passed this 4th day of June, 2024

(SEAL)

APPROVED:

ATTEST:

Village President Debby Sosine

Village Clerk Fred Martin

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**Memorandum**”) is dated this ___ day of June, 2024, between the Village of Algonquin, McHenry and Kane Counties, Illinois (the “**Village**”), being a home rule municipality in the State of Illinois, and NP BGO Algonquin Corporate Center, LLC, a Delaware limited liability corporation (“**NP BGO**”).

RECITALS

- A. Pursuant to petitions filed by NP BGO with the Village, and after all required public hearings and deliberations, the corporate authorities of the Village enacted Ordinances 2021-O-36, 2021-O-37, 2021-O-38 on November 17, 2021, 2021-O-42 on December 7, 2021, 2022-O-18 and 2022-O-19 on April 19, 2022 and 2023-O-40 on September 19, 2023 (the “**Northpoint Ordinances**”).
- B. Among other things, the Northpoint Ordinances approved (i) the Final Plat of 1st Resubdivision for the Northpoint Algonquin Corporate Campus Subdivision (the “**Subdivision**”) which was subsequently recorded in the office of the Recorder of Deed of Kane County, Illinois on June 23, 2022, as document no. 2002K032552 (the “**Final Plat**”), (ii) a Final PUD Plans for Lots 2 and 5 and Outlots A and B (the “**Final PUD**”) and (iii) approved a Redevelopment Agreement for the development by NP BGO of an industrial and commercial development.
- C. The development of the Subdivision is to be accomplished in substantial compliance with the Final Plat and Final PUD (as each may have been or may hereafter be amended) and with all of the other plans approved by the Village in the Northpoint Ordinances (collectively, the “**Approved Plans**”), subject to such minor modifications as the Village may require and / or as to which the Parties may agree.
- D. Per the approved Landscape Plan prepared by Manhard Consulting, NP BGO was to naturalize the detentions on Outlots A and B. The specifications in the landscape plan call for three years of maintenance after the basins are planted. These outlots are then to be dedicated to the Village in fee simple title after successful establishment of the native and wetland planting. The Village has determined that the native and wetland planting have been well established, and the parties agree that it is in the best interests of all concerned that the Village take over the direct oversight of the maintenance and monitoring of these outlots for the three years of the maintenance and monitoring period and in return, NP BGO has agreed to pay to the Village the cost for the three-year maintenance and monitoring period plus the overseeding from Resource Environmental Solutions, a total of \$166,388.50.

CONSIDERATION AND AGREEMENT

In consideration of the mutual observance by the undersigned of the covenants and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is agreed as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated herein by reference and are declared to be true and correct.

2. **Approval of Redevelopment Agreement Amendment.** The Village hereby approves amendments and modifications to the Redevelopment Agreement, to effectuate the terms of this Memorandum of Understanding.

3. **Conveyance of Outlots A and B to the Village.** The Approved Plans call for the Village to own and to thereafter continuously operate in compliance with the Kane County, Illinois Stormwater Management Ordinance for the benefit of the commercial / industrial sites within the Subdivision, the stormwater management areas within the Subdivision labeled as Outlots A and B on the Final Plat (“**Outlots A and B**”). Within thirty (30) days following the execution of this Memorandum of Understanding, NP BGO shall (i) convey fee-simple title to Outlots A and B to the Village through a special warranty deed (“**Deed**”) in the form attached hereto as **Exhibit A**, free and clear of all liens, mortgages, easements, covenants or encumbrances except for the terms and provisions of the Final Plat and Final PUD; and (ii) pay to the Village the sum of \$166,388.50 which is the cost for the three-year maintenance and monitoring period plus the overseeding from Resource Environmental Solutions. Payment of the \$166,338.50 may be paid as follows:

1. One lump sum payment of \$166,338.50 by June 1, 2024; or
2. Split the payment in two years with a letter of credit assuring payment for the second year as follows:

	Year 1	Year 2 & 3
Basin A		
Overseeding Mesic Seed	\$5,675.55	\$5,675.55
Overseeding Wet-Mesic Seed	\$2,236.30	\$2,236.30
Overseeding Wet Prairie Seed	\$1,786.40	\$1,786.40
3 Year Establishment Maintenance (Mowing & Herbiciding)	\$39,800.00	\$79,600.00
Prescribed Burn	<u>\$ 0.00</u>	<u>\$ 4,700.00</u>
TOTAL	\$49,498.25	\$93,998.25
Basin B (Northern Swale)		
Overseeding Mesic Seed	\$1,446.00	\$ 1,446.00
3 Year Establishment Maintenance (Mowing & Herbiciding)	\$6,300.00	\$ 12,600.00
Prescribed Burn	<u>\$ 0.00</u>	<u>\$ 1,100.00</u>
TOTAL	\$7,746.00	\$ 15,146.00
TOTAL for all years	\$57,244.25	\$109,144.25
LC Amount Year 1	\$109,144.25	

NP BGO shall pay all real estate taxes assessed against Outlots A and B for periods prior to such time those outlots are conveyed to the Village and the deed is recorded by the Village; provided, however, that as to any such taxes that are a lien on Outlots A and B but are not yet due or payable (anticipated to be calendar years 2023 and part of 2024), NP BGO shall pay to the

Village at the time of the delivery of the Deed a sum equal to (i) the estimated 2023 taxes, and (ii) the estimated prorated 2024 taxes for the period from January 1, 2024 to the date of delivery of the Deed, in each case based on 100% of the last-known taxes. Upon receipt of the deed, the Village agrees to promptly record same and apply for tax exempt status.

NP BGO agrees to provide any other documentation reasonably requested to accomplish the transfer of Outlots A and B to the Village in accordance with this provision.

4. Ratification. Except as expressly modified and amended herein, the Approved Plans shall remain unmodified and in full force and effect, Subject only to such additional minor modifications as the Village may hereafter, in its discretion, approve.

5. Severability. If any provision of this Memorandum of Understanding is held invalid by a court of competent jurisdiction, after exhaustion of all appeals or periods for such, or in the event such a court shall determine that the Village does not have the power to perform any such provision, after exhaustion of all appeals or periods for such, and if the deletion of such provision would materially adversely affect the benefits of this Memorandum of Understanding for either of the Parties, then (i) the Parties agree to cooperate in good faith to correct the legal defect/insufficiency so as to restore each Party the essential benefits of this Memorandum of Understanding.

6. Binding on Successors and Assigns. This Memorandum of Understanding shall be binding on the parties, and their respective successors, assigns, heirs and legal representatives.

<p>VILLAGE OF ALGONQUIN, an Illinois municipal corporation</p> <p>By: _____ Debby Sosine, Village President</p> <p>Attest</p> <p>_____ Fred Martin, Village Clerk</p>		<p>NP BGO Algonquin Corporate Center, LLC, a Delaware limited liability company</p> <p>By: NP BGO Algonquin Corporate Center JV, LLC, its Sole Member</p> <p>By: NPD Management, LLC, its Manager</p> <p>By: _____ Nathaniel Hagedorn, Manager</p>
---	--	--

STATE OF MISSOURI)
)
COUNTY OF CLAY)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Nathaniel Hagedorn, personally known to me to be the Manager of NP BGO Algonquin Corporate Center, LLC, whose name is subscribed to the foregoing, appeared before me this day in person and severally acknowledged that as such person signed and delivered the said Agreement, as his free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of June, 2024.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY)

I, _____, a Notary Public in and for said county, in the state aforesaid, do hereby certify that Debby Sosine as Village President of the Village of Algonquin, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of June, 2024.

Notary Public

EXHIBIT A
DEED

This Instrument Prepared by:

Peter C. Bazos, Esq.
Bazos, Freeman, Schuster & Pope, LLC
1250 Larkin Avenue, Suite 100
Elgin, IL 60123

After Recording Return to:

the Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102-5995

(For Recorder's Use Only)

SPECIAL WARRANTY DEED

NP BGO Algonquin Corporate Center, LLC, a Delaware limited liability company (the "**Grantor**"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration hereby grants, bargains, sells, and conveys to the Village of Algonquin, a municipality in Kane and McHenry Counties, Illinois (the "**Grantee**"), all of the following described land and the improvements thereon situated in the land legally described as on **Exhibit A** attached hereto (collectively, the "**Property**"); together with all and singular the hereditaments and appurtenances thereto; to have and to hold the same, with the appurtenances thereto, forever, subject to the exceptions and reservations described in **Exhibit B** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Property to Grantee, its successors and assigns, forever.

Grantor hereby agrees to warrant and defend the Property, the whole or any part thereof, to Grantee, its successors and assigns, against all claims and demands whatsoever, brought by any person or persons lawfully claiming, by, through, or under Grantor but not otherwise.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the _____ day of May, 2024.

GRANTOR:

NP BGO Algonquin Corporate Center, LLC, a Delaware limited liability company

By: NP BGO Algonquin Corporate Center JV, LLC, its Sole Member

By: NPD Management, LLC, its Manager

By: _____

Nathaniel Hagedorn, Manager

GRANTEE'S ADDRESS AND MAIL TAX BILLS TO:

the Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102-5995

[Signature Page to Special Warranty Deed]

EXHIBIT A

Outlot A and Outlot B of 1st Resubdivision of NorthPoint Algonquin Corporate Campus, as created by the final plat thereof recorded on June 23, 2022 in the office of the Recorder of Deeds of Kane County, Illinois as document no. 2022K032552

Real Estate Address: SE Corner of Longmeadow Parkway and Huntley Road
Algonquin, Illinois

Real Estate Tax Parcel Number: 03-07-201-001 and 03-07-251-001

EXHIBIT B

- A. Real estate taxes not yet due and payable.
- B. A permanent and exclusive easement ("**Stormwater Detention Easement**") is hereby declared and created in favor of all of Lots 1, 2, 3, 4, 5, and 6 within the Subdivision described in Exhibit A and any subsequent combination or re-subdivision of any of such Lots (collectively the "**Benefitted Lots**") over and with respect to (i) the Property as described in Exhibit A and (ii) all stormwater pipes, manholes, and other stormwater-related structures now and hereafter situated within the Property (collectively, the "**Outlots A and B Stormwater Detention Facilities**") for the purposes of accepting all stormwater emanating from the Benefitted Lots and transmitted to the Outlots A and B Stormwater Detention Facilities so as to comply with Kane County, Illinois Stormwater Management Ordinance (the "**County Stormwater Ordinance**"). The Grantee shall at all times, and at Grantee's sole cost an expense, keep and maintain the Outlots A and B Stormwater Detention Facilities in good working order and repair in compliance with the requirements of the County Stormwater Ordinance.
- C. [Need current title commitment to add applicable exception]



Village of Algonquin

The Gem of the Fox River Valley

May 30, 2024

Village President and Board of Trustees:

The List of Bills dated 6/4/24 and payroll expenses totaling \$4,790,927.28 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

Baxter & Woodman	\$ 7,000.00	Ratt Creek Reach 5 Restoration
Burke LLC	1,267,877.16	Downtown Streetscape
Burke LLC	281,636.55	James B Wood Playground Improvements
Burke LLC	106,760.88	Holder Playground Improvements
Chastain & Associates	9,761.24	Boyer Road Improvements
ComEd	663,833.14	Downtown Streetscape Utility Lowering
H R Green Inc	31,900.20	Woods Creek Reach
H R Green Inc	29,828.86	Schuett & Souwanas Improvements
H R Green Inc	5,702.75	Surrey Lane Reach 2 Creek Restoration
Martam Construction	724,629.91	Presidential Park Reconstruction
Mchenry Cty Collector's	8,076.06	2023 RE Taxes - 7 S Main & 5615 Edgewood
Rosen Hyundai Enterprises	27,895.38	QTR 4 2023 Sales Tax Rebate
Trotter & Associates	21,126.50	Water System Master Plan Update
Trotter & Associates	10,475.65	Braewood LS Improvements

FYE 25

Amalgamated Bank	196,912.96	IEPA L17-5554 Loan Repayment
Core & Main LP	34,920.00	Replacement Water Meter Chambers
HBK Water Meter Serv	5,893.54	RPZ Testing
Johnson Controls	12,499.36	Fire System Repair - WWTF
Martam Construction	27,750.00	Schuett & Souwanas Street Improvements
School District 300	39,866.10	District 300 Impact Fees
Sonitrol Chicagoland	14,840.52	Annual Access System Maintenance

Please note:

The 5/31/24 payroll expenses totaled \$745,222.88.

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.

A handwritten signature in black ink, appearing to be 'Tim Schloneger', with a long horizontal flourish extending to the right.

Tim Schloneger
Village Manager

TS/al

Village of Algonquin

List of Bills 4/30/2024

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
ADVOCATE SHERMAN HOSPITAL					
DRUG SCREENINGS	50.00	SEWER OPER - EXPENSE W&S BUSI PHYSICAL EXAMS	07800400-42260-	857121	10240597
DRUG SCREENINGS	300.00	WATER OPER - EXPENSE W&S BUSI PHYSICAL EXAMS	07700400-42260-	857121	10240597
Vendor Total: \$350.00					
BAXTER & WOODMAN NATURAL RESOURCES, LI					
RANDALL ROAD WETLAND COMPLEX	4,500.00	NAT & DRAINAGE - EXPENSE PW INFRASTRUCTURE MAINT IMPRO	26900300-43370-	0258612	40240587
NATURAL AREA MAINTENANCE	5,500.00	NAT & DRAINAGE - EXPENSE PW INFRASTRUCTURE MAINT IMPRO	26900300-43370-	0258281	40240585
RATT CREEK REACH 5 RESTORATION	7,000.00	NAT & DRAINAGE - EXPENSE PW INFRASTRUCTURE MAINT IMPRO	26900300-43370-	0258608	40240586
Vendor Total: \$17,000.00					
BURKE LLC					
HOLDER PLAYGROUND IMPROVEMENTS	106,760.88	PARK IMPR - EXPENSE PUB WORKS CAPITAL IMPROVEMENTS	06900300-45593-P2401	PAY REQUEST #2	40240591
WOOD PLAYGROUND IMPROVEMENTS	281,636.55	PARK IMPR - EXPENSE PUB WORKS CAPITAL IMPROVEMENTS	06900300-45593-P2411	PAY REQUEST #2	40240591
DOWNTOWN STREETScape WASHINGTON	555,852.51	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-S2023	PAY REQUEST #2	40240582
DOWNTOWN STREETScape DRY UTILITIES	712,024.65	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-S2023	PAY REQUEST #2	40240584
Vendor Total: \$1,656,274.59					
CHASTAIN & ASSOCIATES LLC					
BOYER ROAD IMPROVEMENTS	9,761.24	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S1761	000000021	40240583
Vendor Total: \$9,761.24					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
CHRISTOPHER B BURKE ENG LTD					
EDGEWOOD RETAINING WALL	1,192.50	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-	191949	40240572
ROLLS DRIVE IMPROVEMENTS	1,317.50	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2342	191928	40240579
HIGHLAND AVE WATERMAIN	1,715.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-W2352	191927	40240580
IN-HOUSE ENGINEERING	2,040.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-	191931	40240576
IN-HOUSE ENGINEERING	480.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-	191931	40240576
TOWNE PARK WATERMAIN	3,311.25	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-W2342	191926	40240581
WINDY KNOLL & OAKVIEW RAVINES	4,145.00	NAT & DRAINAGE - EXPENSE PW ENGINEERING/DESIGN SERVICE	26900300-42232-N2211	191950	40240571
WILLOUGHBY FARMS SECTION 1	455.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2242	191947	40240573
WILLOUGHBY FARMS SECTION 1	3,995.14	ENGINEERING/DESIGN SERVICE	04900300-42232-S2243	191947	40240573
HIGH HILL IMPROVEMENTS	7,052.50	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S1923	191932	40240575
BROADSMORE & STONEGATE IMPROVE	26,491.70	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S1912	191946	40240574
PRESIDENTIAL PARK RECONSTRUCTION	27,692.50	PARK IMPR - EXPENSE PUB WORKS ENGINEERING/DESIGN SERVICE	06900300-42232-P2313	191930	40240577
WILLOUGHBY FARMS SECTION 1	64,419.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2243	191929	40240578
Vendor Total: \$144,307.09					

COMMONWEALTH EDISON

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
DOWNTOWN STREETScape UTILITY LOV	177,473.14	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-S2023	19FRD095	40240588
DOWNTOWN STREETScape UTILITY LOV	486,360.00	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-S2023	H24864CRY	40240589
4/16/24 - 4/30/24 WILBRANDT REAR TOWE	13.14	POLICE - EXPENSE PUB SAFETY ELECTRIC	01200200-42212-	9088991222	10240002
4/16/24 - 4/30/24 221 S MAIN	210.66	CDD - EXPENSE GEN GOV ELECTRIC	01300100-42212-	5888143000	10240001
4/16/24 - 4/30/24 BRITTANY HILLS LS	21.85	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3177644000	70240470
4/16/24 - 4/30/24 LOWE DRIVE LS	36.36	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	6425872000	70240470
4/16/24 - 4/30/24 N RIVER ROAD LS	58.83	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	2211592000	70240470
4/16/24 - 4/30/24 LA FOX RIVER LS	196.68	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	5053004000	70240470
4/16/24 - 4/30/24 101 N HARRISON	14.75	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	4053223333	50240002
4/16/24 - 4/30/24 MCCD TRAILHEAD	20.76	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	9433451222	50240002
4/16/24 - 4/30/24 RT 31 AND RT 62	129.37	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	2717583000	50240002
4/16/24 - 4/30/24 CHARGING STATIONS	179.41	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	8937382111	50240002
4/16/24 - 4/30/24 HANSON TOWER	31.30	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	8762201111	70240517
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
4/16/24 - 4/30/24 JACOBS TOWER	34.66	ELECTRIC	07700400-42212-	0227381222	70240517
		WATER OPER - EXPENSE W&S BUSI			
4/16/24 - 4/30/24 SPRINGHILL/COUNTY LIN	34.88	ELECTRIC	07700400-42212-	5739551222	70240517
		WATER OPER - EXPENSE W&S BUSI			
4/16/24 - 4/30/24 HUNTINGTON PRESSURI	51.83	ELECTRIC	07700400-42212-	8838942000	70240517
		WATER OPER - EXPENSE W&S BUSI			
4/16/24 - 4/30/24 HILLSIDE BOOSTER	59.48	ELECTRIC	07700400-42212-	8419285000	70240517
		WATER OPER - EXPENSE W&S BUSI			
4/16/24 - 4/30/24 COPPER OAKS TOWER	66.40	ELECTRIC	07700400-42212-	4040874000	70240517
		WATER OPER - EXPENSE W&S BUSI			
4/17/24 - 4/30/24 WELL #901/SANDBLOOM	288.26	ELECTRIC	07700400-42212-	3571423333	70240517
		WATER OPER - EXPENSE W&S BUSI			
4/16/24 - 4/30/24 HUNTINGTON BOOSTER	526.36	ELECTRIC	07700400-42212-	9319612222	70240517
		WATER OPER - EXPENSE W&S BUSI			
4/9/24 - 4/30/24 WELL #13	1,432.83	ELECTRIC	07700400-42212-	7380525000	70240517
		WATER OPER - EXPENSE W&S BUSI			
Vendor Total: \$667,240.95					
DYNEGY ENERGY SERVICES					
4/17/24 - 4/30/24 POOL	410.61	ELECTRIC	05900100-42212-	400001686586	10240222
		SWIMMING POOL -EXPENSE GEN GOV			
4/16/24 - 4/30/24 WTP #1	2,754.03	ELECTRIC	07700400-42212-	400001657524	70240471
		WATER OPER - EXPENSE W&S BUSI			
4/17/24 - 4/30/24 ALGONQUIN SHORES LS	235.38	ELECTRIC	07800400-42212-	400001664625	70240483
		SEWER OPER - EXPENSE W&S BUSI			
4/15/24 - 4/30/24 GRAND RESERVE	447.07	ELECTRIC	07800400-42212-	400001661405	70240483
		SEWER OPER - EXPENSE W&S BUSI			
4/15/24 - 4/30/24 WOODSCREEK LS	733.88	ELECTRIC	07800400-42212-	400001642008	70240483
		SEWER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
4/16/24 - 4/30/24 BRAEWOOD LS	876.32	ELECTRIC	07800400-42212-	400001679617	70240483
		WATER OPER - EXPENSE W&S BUSI			
4/16/24 - 4/30/24 COUNTYSIDE BOOSTER	130.77	ELECTRIC	07700400-42212-	400001526425	70240019
		WATER OPER - EXPENSE W&S BUSI			
4/16/24 - 4/30/24 ZANGE BOOSTER	357.68	ELECTRIC	07700400-42212-	400001678830	70240019
		WATER OPER - EXPENSE W&S BUSI			
4/16/24 - 4/30/24 CARY BOOSTER	374.30	ELECTRIC	07700400-42212-	400001670373	70240019
		WATER OPER - EXPENSE W&S BUSI			
4/16/24 - 4/30/24 WELL #9	848.57	ELECTRIC	07700400-42212-	400001681881	70240019
		WATER OPER - EXPENSE W&S BUSI			
	Vendor Total: \$7,168.61				
ENVIRONMENTAL RESOURCE ASSOCIATES					
		SEWER OPER - EXPENSE W&S BUSI			
LAB SUPPLIES	975.22	LAB SUPPLIES	07800400-43345-	003425	70240526
	Vendor Total: \$975.22				
FERGUSON ENTERPRISES INC					
		SEWER OPER - EXPENSE W&S BUSI			
LAB SUPPLIES	308.20	LAB SUPPLIES	07800400-43345-	0254575	70240527
	Vendor Total: \$308.20				
H R GREEN INC					
		STREET IMPROV- EXPENSE PUBWRKS			
SOUWANAS OUTFALL	2,266.25	ENGINEERING/DESIGN SERVICE	04900300-42232-S2421	174823	40240567
		NAT & DRAINAGE - EXPENSE PW			
SURREY LANE REACH 2 CREEK RESTOR	5,702.75	ENGINEERING/DESIGN SERVICE	26900300-42232-N2401	174824	40240568
		STREET IMPROV- EXPENSE PUBWRKS			
SCHUETT & SOUWANAS IMPROVEMENT	14,828.86	ENGINEERING/DESIGN SERVICE	04900300-42232-S1853	13-174915	40240570
		W & S IMPR. - EXPENSE W&S BUSI			
SCHUETT & SOUWANAS IMPROVEMENT	15,000.00	ENGINEERING/DESIGN SERVICE	12900400-42232-W2323	13-174915	40240570
		NAT & DRAINAGE - EXPENSE PW			
WOODS CREEK REACH 8	31,900.20	ENGINEERING/DESIGN SERVICE	26900300-42232-N2411	174825	40240569

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$69,698.06					
HD SUPPLY INC					
LAB SUPPLIES	554.89	SEWER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07800400-43345-	INV00345393	70240528
Vendor Total: \$554.89					
HYDRAULIC SERVICES & REPAIRS					
FIRE TRUCK CAB LIFT CYLINDER	365.92	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	390601	29240172
Vendor Total: \$365.92					
IL STATE POLICE BUREAU OF IDENTIFICATION					
LIQUOR LICENSE FINGERPRINTING-APRI	56.50	GEN FUND REVENUE - GEN GOV LICENSES	01000100-32085-	20240403578	10240599
Vendor Total: \$56.50					
INDUSTRIAL SCIENTIFIC CORPORATION					
GAS MONITORING 4/22/24 - 4/30/24	58.92	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	2734821	70240002
GAS MONITORING 4/22/24 - 4/30/24	58.93	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	2734821	70240002
Vendor Total: \$117.85					
LUCKY GASOLINE INC					
3/21/24 - 4/30/24 CAR WASHES	54.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	3/21/24 - 4/30/24	29240009
Vendor Total: \$54.00					
MARTAM CONSTRUCTION INC					
PRESIDENTIAL PARK RECONSTRUCTION	724,629.91	PARK IMPR - EXPENSE PUB WORKS CAPITAL IMPROVEMENTS	06900300-45593-P2312	14707	40240566
Vendor Total: \$724,629.91					
MCHENRY COUNTY COLLECTOR					
2023 RE TAXES-BOTH INSTALLMENTS	21.36	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	19-27-402-005	10240595
2023 RE TAXES-BOTH INSTALLMENTS	30.98	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	19-34-155-011	10240595
GS ADMIN - EXPENSE GEN GOV					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
2023 RE TAXES-BOTH INSTALLMENTS	454.20	PROFESSIONAL SERVICES	01100100-42234-	19-33-376-013	10240595
		GS ADMIN - EXPENSE GEN GOV			
2023 RE TAXES-BOTH INSTALLMENTS	8,076.06	PROFESSIONAL SERVICES	01100100-42234-	19-34-104-012	10240595
Vendor Total: \$8,582.60					
PAHCS II					
DRUG SCREENINGS	35.00	POLICE - EXPENSE PUB SAFETY PHYSICAL EXAMS	01200200-42260-	550941	10240596
DRUG SCREENINGS	35.00	POLICE - EXPENSE PUB SAFETY PHYSICAL EXAMS	01200200-42260-	550942	10240596
DRUG SCREENINGS	40.00	POLICE - EXPENSE PUB SAFETY PHYSICAL EXAMS	01200200-42260-	551340	10240596
Vendor Total: \$110.00					
ROSEN HYUNDAI ENTERPRISES LLC					
QTR 4 2023 SALES TAX REBATE	27,895.38	GS ADMIN - EXPENSE GEN GOV SALES TAX REBATE EXPENSE	01100100-47765-	Q4 2023 SALES TAX	10240594
Vendor Total: \$27,895.38					
RUBINO ENGINEERING INC					
BUNKER HILL IMPROVEMENTS	2,635.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2213	9222	40240590
Vendor Total: \$2,635.00					
SAFEBUILT LLC					
MARCH PLAN REVIEWS	1,633.50	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	313030-COR	30240054
Vendor Total: \$1,633.50					
SONITROL CHICAGOLAND NORTH					
REPAIRED NETWORK ISSUES	310.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	554091	28240163
Vendor Total: \$310.00					
STATE TREASURER					
TRAFFIC SIGNAL MAINT - JAN/FEB/MAR	4,116.57	GENERAL SERVICES PW - EXPENSE MAINT - TRAFFIC SIGNALS	01500300-44430-	64939	50240179

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$4,116.57					
T-MOBILE USA INC					
4/21/24 - 4/30/24 LIFT STATION INTERNET	12.34	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	984376041	10240030
Vendor Total: \$12.34					
THOMPSON ELEVATOR INSP					
ELEVATOR INSPECTIONS - APRIL 2024	172.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	24-0977	30240001
Vendor Total: \$172.00					
TROTTER & ASSOCIATES INC					
ALGONQUIN SHORES LS PRESSURIZED I	1,092.50	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-W2421	23356	40240559
ALGONQUIN SHORES LS PRESSURIZED I	1,220.93	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-W2421	23358	40240561
BIOSOLIDS HANDLING	1,478.25	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-W2211	23355	40240562
ALGONQUIN SHORES LS PRESSURIZED I	2,481.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-W2421	23357	40240560
BRAEWOOD LS IMPROVEMENTS	2,944.75	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-W2411	23354	40240563
BRAEWOOD LS IMPROVEMENTS	10,475.65	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-W2411	23353	40240564
WATER SYSTEM MASTER PLAN UPDATE	21,126.50	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-	23308	40240565
Vendor Total: \$40,819.58					
VERIZON WIRELESS SERVICES LLC					
4/14/24 - 4/30/24 STATEMENT	142.80	BLDG MAINT- REVENUE & EXPENSES TELEPHONE	28900000-42210-	9964112457	10240598
4/14/24 - 4/30/24 STATEMENT	267.19	CDD - EXPENSE GEN GOV TELEPHONE	01300100-42210-	9964112457	10240598

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		GEN NONDEPT - EXPENSE GEN GOV			
4/14/24 - 4/30/24 STATEMENT	6.71	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	9964112457	10240598
		GENERAL SERVICES PW - EXPENSE			
4/14/24 - 4/30/24 STATEMENT	590.03	TELEPHONE	01500300-42210-	9964112457	10240598
4/14/24 - 4/30/24 STATEMENT	355.64	IT EQUIPMENT & SUPPLIES	01500300-43333-	9964112457	10240598
		GS ADMIN - EXPENSE GEN GOV			
4/14/24 - 4/30/24 STATEMENT	238.56	TELEPHONE	01100100-42210-	9964112457	10240598
		POLICE - EXPENSE PUB SAFETY			
4/14/24 - 4/30/24 STATEMENT	402.31	TELEPHONE	01200200-42210-	9964112457	10240598
		PWA - EXPENSE PUB WORKS			
4/14/24 - 4/30/24 STATEMENT	304.34	TELEPHONE	01400300-42210-	9964112457	10240598
4/14/24 - 4/30/24 STATEMENT	242.93	IT EQUIPMENT & SUPPLIES	01400300-43333-	9964112457	10240598
		RECREATION - EXPENSE GEN GOV			
4/14/24 - 4/30/24 STATEMENT	30.01	TELEPHONE	01101100-42210-	9964112457	10240598
		SEWER OPER - EXPENSE W&S BUSI			
4/14/24 - 4/30/24 STATEMENT	244.06	TELEPHONE	07800400-42210-	9964112457	10240598
		VEHCL MAINT-REVENUE & EXPENSES			
4/14/24 - 4/30/24 STATEMENT	147.35	TELEPHONE	29900000-42210-	9964112457	10240598
		WATER OPER - EXPENSE W&S BUSI			
4/14/24 - 4/30/24 STATEMENT	400.10	TELEPHONE	07700400-42210-	9964112457	10240598
4/14/24 - 4/30/24 STATEMENT	347.07	IT EQUIPMENT & SUPPLIES	07700400-43333-	9964112457	10240598
Vendor Total: \$3,719.10					
ZUKOWSKI ROGERS FLOOD & MCARDLE					
		POLICE - EXPENSE PUB SAFETY			
TRAFFIC CASES, ORDINANCE VIOLATION	6,515.00	LEGAL SERVICES	01200200-42230-	168484	
		CDD - EXPENSE GEN GOV			
PLANNING, ZONING, BLDG COMMISSIONI	1,248.75	LEGAL SERVICES	01300100-42230-	168484	

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		CDD - EXPENSE GEN GOV			
PLANNING, ZONING, BLDG COMM-COSTS	47.65	LEGAL SERVICES	01300100-42230-	168484	
		GS ADMIN - EXPENSE GEN GOV			
PERSONNEL MATTERS	46.25	LEGAL SERVICES	01100100-42230-	168484	
		GS ADMIN - EXPENSE GEN GOV			
LIQUOR COMMISSIONER	138.75	LEGAL SERVICES	01100100-42230-	168484	
		GS ADMIN - EXPENSE GEN GOV			
BUDGET, LEVY & FINANCIAL MATTERS	231.25	LEGAL SERVICES	01100100-42230-	168484	
		CDD - EXPENSE GEN GOV			
MISCELLANEOUS	235.00	LEGAL SERVICES	01300100-42230-	168484	
		GS ADMIN - EXPENSE GEN GOV			
MISCELLANEOUS	470.00	LEGAL SERVICES	01100100-42230-	168484	
		GS ADMIN - EXPENSE GEN GOV			
MEETINGS	1,295.00	LEGAL SERVICES	01100100-42230-	168484	
		GENERAL SERVICES PW - EXPENSE			
PUBLIC WORKS/STREETS	416.25	LEGAL SERVICES	01500300-42230-	168484	
		STREET IMPROV- EXPENSE PUBWRKS			
PUBLIC WORKS/ADMINISTRATION	289.68	LEGAL SERVICES	04900300-42230-	168484	
		WATER OPER - EXPENSE W&S BUSI			
PUBLIC WORKS/ADMINISTRATION	869.07	LEGAL SERVICES	07700400-42230-	168484	
		CDD - EXPENSE GEN GOV			
TRAFFIC, ORD VIOLATIONS-MUN COURT	323.61	LEGAL SERVICES	01300100-42230-	168484	
		POLICE - EXPENSE PUB SAFETY			
TRAFFIC, ORD VIOLATIONS-MUN COURT	287.64	LEGAL SERVICES	01200200-42230-	168484	
		CDD - EXPENSE GEN GOV			
VILLAGE PROP MATTERS-MISCELLANEI	46.25	LEGAL SERVICES	01300100-42230-	168484	
		GS ADMIN - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
VILLAGE PROP MATTERS-MISCELLANEI	601.25	LEGAL SERVICES	01100100-42230-	168484	
		STREET IMPROV- EXPENSE PUBWRKS			
VILLAGE PROP MATTERS-MISCELLANEI	508.75	LEGAL SERVICES	04900300-42230-	168484	

Vendor Total: \$13,570.15

REPORT TOTAL: \$3,402,439.25

Village of Algonquin

List of Bills 4/30/2024

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	57,475.01
04	STREET IMPROVEMENT	2,068,963.42
05	SWIMMING POOL	410.61
06	PARK IMPROVEMENT	1,140,719.84
07	WATER & SEWER	13,776.52
12	WATER & SEWER IMPROVEMENT	61,325.83
26	NATURAL AREA & DRAINAGE IMPROV	58,747.95
28	BUILDING MAINT. SERVICE	452.80
29	VEHICLE MAINT. SERVICE	567.27
TOTAL ALL FUNDS		<u><u>3,402,439.25</u></u>

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

DATE: 5-30-24

APPROVED BY: 

Village of Algonquin

List of Bills 6/4/2024

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
1ST AYD CORPORATION					
NITRILE GOVES	625.50	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	PSI700361	28250038
Vendor Total: \$625.50					
AIRGAS INC					
6/1/24 - 5/31/25 LEASE RENEWAL	109.00	VEHCL MAINT-REVENUE & EXPENSES EQUIPMENT RENTAL	29900000-42270-	5507940846	29250035
Vendor Total: \$109.00					
AMALGAMATED BANK OF CHICAGO					
IEPA L17-5554 PRINCIPAL	140,393.69	W & S BOND & INTEREST-EXPENSE IEPA LOAN PRINCIPAL EXPENSE	07080400-46700-W1950	IEPA L17-5554	
IEPA L17-5554 INTEREST	56,519.27	W & S BOND & INTEREST-EXPENSE IEPA LOAN INTEREST EXPENSE	07080400-46701-W1950	IEPA L17-5554	
Vendor Total: \$196,912.96					
BEAR AUTO GROUP					
BRACKET	79.63	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	43262	29250026
CONVERTER/GASKET/NUT/STUD	1,239.47	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	43303	29250026
Vendor Total: \$1,319.10					
BERG-JOHNSON ASSOCIATES INC					
ELECTRICAL MAINTENANCE	1,320.00	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	66220-0	70250030
Vendor Total: \$1,320.00					
CALCO LTD					
LAB SUPPLIES	171.00	SEWER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07800400-43345-	DI71054	70250001
Vendor Total: \$171.00					
CHICAGO METROPOLITAN FIRE PREVENTION CC					
		BUILDING MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
5/1/24-4/30/25 FIRE ALARM -WTP #3	315.00	OUTSOURCED INVENTORY	28-14240-	IN00434349	28250033
		BUILDING MAINT. BALANCE SHEET			
5/1/24-4/30/25 FIRE ALARM - WWTF	315.00	OUTSOURCED INVENTORY	28-14240-	IN00434348	28250033
		BUILDING MAINT. BALANCE SHEET			
5/1/24-4/30/25 FIRE ALARM - HVH	315.00	OUTSOURCED INVENTORY	28-14240-	IN00434347	28250033
		BUILDING MAINT. BALANCE SHEET			
5/1/24-4/30/25 FIRE ALARM - GMC	315.00	OUTSOURCED INVENTORY	28-14240-	IN00434346	28250033
		BUILDING MAINT. BALANCE SHEET			
5/1/24-4/30/25 FIRE ALARM - PW	315.00	OUTSOURCED INVENTORY	28-14240-	IN00434345	28250033
		BUILDING MAINT. BALANCE SHEET			
5/1/24-4/30/25 FIRE ALARM - 221 S MAIN	378.00	OUTSOURCED INVENTORY	28-14240-	IN00434339	28250033
		BUILDING MAINT. BALANCE SHEET			
5/1/24-4/30/25 FIRE ALARM - WOODS CRE	504.00	OUTSOURCED INVENTORY	28-14240-	IN00434355	28250033
		BUILDING MAINT. BALANCE SHEET			
5/1/24-4/30/25 FIRE ALARM - HUNTINGTOI	504.00	OUTSOURCED INVENTORY	28-14240-	IN00434354	28250033
		BUILDING MAINT. BALANCE SHEET			
5/1/24-4/30/25 FIRE ALARM - GRAND RESI	504.00	OUTSOURCED INVENTORY	28-14240-	IN00434353	28250033
		BUILDING MAINT. BALANCE SHEET			
5/1/24-4/30/25 FIRE ALARM - BRAEWOOD	504.00	OUTSOURCED INVENTORY	28-14240-	IN00434352	28250033
		BUILDING MAINT. BALANCE SHEET			
5/1/24-4/30/25 FIRE ALARM - WELL #15	504.00	OUTSOURCED INVENTORY	28-14240-	IN00434351	28250033
		BUILDING MAINT. BALANCE SHEET			
5/1/24-4/30/25 FIRE ALARM - ALGONQUIN	504.00	OUTSOURCED INVENTORY	28-14240-	IN00434350	28250033
		BUILDING MAINT. BALANCE SHEET			
Vendor Total: \$4,977.00					
CHICAGO PARTS & SOUND LLC					
ROTOR ASSEMBLY/BATTERIES	1,016.99	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1-0441811	29250021
		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BATTERY CORE REFUND	-66.00	INVENTORY	29-14220-	1CR0078048	29250021
Vendor Total: \$950.99					
CITY LIMITS SYSTEMS INC					
WASHBAY SOAP	892.15	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	13175	29250037
Vendor Total: \$892.15					
COMCAST CABLE COMMUNICATION					
6/1/24 - 6/30/24 POLICE DEPARTMENT	3.49	POLICE - EXPENSE PUB SAFETY EQUIPMENT RENTAL	01200200-42270-	8771 10 002 0011217	10250030
6/1/24 - 6/30/24 POLICE DEPARTMENT	0.71	SEWER OPER - EXPENSE W&S BUSI EQUIPMENT RENTAL	07800400-42270-	8771 10 002 0011217	10250030
5/12/24 - 6/11/24 WTP#3	164.90	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8771 10 002 0443121	10250031
5/11/24 - 6/10/24 WTP #1	164.90	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8771 10 002 0436950	10250027
5/14/24 - 6/13/24 POOL	167.90	SWIMMING POOL -EXPENSE GEN GOV TELEPHONE	05900100-42210-	8771 10 002 0452635	10250032
Vendor Total: \$501.90					
COMMONWEALTH EDISON					
5/1/24 - 5/15/24 WILBRANDT REAR TOWEF	13.14	POLICE - EXPENSE PUB SAFETY ELECTRIC	01200200-42212-	9088991222	10250005
5/1/24 - 5/15/24 221 S MAIN	210.66	CDD - EXPENSE GEN GOV ELECTRIC	01300100-42212-	5888143000	10250004
5/1/24 - 5/15/24 BRITTANY HILLS LS	21.85	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3177644000	70250009
5/1/24 - 5/16/24 LOWE DRIVE LS	38.80	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	6425872000	70250009
5/1/24 - 5/15/24 N RIVER ROAD LS	58.83	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	2211592000	70250009

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
5/1/24 - 5/15/24 LA FOX RIVER LS	196.67	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	5053004000	70250009
5/1/24 - 5/15/24 101 N HARRISON	14.74	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	4053223333	50250004
5/1/24 - 5/15/24 MCCD TRAILHEAD	20.77	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	9433451222	50250004
5/1/24 - 5/15/24 RT 31 AND RT 62	129.36	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	2717583000	50250004
5/1/24 - 5/15/24 CHARGING STATIONS	179.41	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	8937382111	50250004
5/1/24 - 5/15/24 HANSON TOWER	31.31	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	8762201111	70250008
5/1/24 - 5/15/24 JACOBS TOWER	34.65	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0227381222	70250008
5/1/24 - 5/16/24 SPRING HILL/COUNTY LIN	37.19	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	5739551222	70250008
5/1/24 - 5/15/24 HUNTINGTON PRESSURE	51.83	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	8838942000	70250008
5/1/24 - 5/15/24 HILLSIDE BOOSTER	59.48	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	8419285000	70250008
5/1/24 - 5/15/24 COPPER OAKS TOWER	66.39	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	4040874000	70250008
5/1/24 - 5/16/24 WELL #901 SANDBLOOM F	329.45	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	3571423333	70250008
5/1/24 - 5/15/24 HUNTINGTON BOOSTER	526.37	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	9319612222	70250008
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
5/1/24 - 5/9/24 WELL #13	613.95	ELECTRIC	07700400-42212-	7380525000	70250008
Vendor Total: \$2,634.85					
COMMUNITY UNIT SCHOOL DIST 300					
DISTRICT 300 IMPACT FEES	39,866.10	DEVELOPMENT FUND BALANCE SHEET AP - SCHOOL DONATIONS DIST 3	16-20140-	IMPACT FEES	
Vendor Total: \$39,866.10					
COMPLETE CLEANING CO INC					
CLEANING SERVICES - JUNE 2024	2,495.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C27421	28250011
Vendor Total: \$2,495.00					
CORE & MAIN LP					
WATER METER PARTS	377.42	SEWER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07800400-43348-	U913664	70250041
WATER METER PARTS	377.41	WATER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07700400-43348-	U913664	70250041
REPLACEMENT WATER METER CHAMBE	8,620.00	SEWER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07800400-43348-	U877690	70250038
REPLACEMENT WATER METER CHAMBE	8,620.00	WATER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07700400-43348-	U877690	70250038
REPLACEMENT CHAMBERS	8,840.00	SEWER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07800400-43348-	U840433	70250040
REPLACEMENT CHAMBERS	8,840.00	WATER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07700400-43348-	U840433	70250040
Vendor Total: \$35,674.83					
CRYSTAL VALLEY BATTERIES INC					
BATTERIES	55.70	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	1903701056310	28250008
Vendor Total: \$55.70					
DLS INTERNET SERVICES					
GEN NONDEPT - EXPENSE GEN GOV					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
6/25/24- 7/25/24 AT&T BROADBAND	8.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1642879	10250019
		SEWER OPER - EXPENSE W&S BUSI			
6/25/24- 7/25/24 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	1642879	10250019
		WATER OPER - EXPENSE W&S BUSI			
6/25/24- 7/25/24 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	1642879	10250019
		GEN NONDEPT - EXPENSE GEN GOV			
6/25/24 - 7/25/24 AT&T BROADBAND	8.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1642893	10250019
		SEWER OPER - EXPENSE W&S BUSI			
6/25/24 - 7/25/24 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	1642893	10250019
		WATER OPER - EXPENSE W&S BUSI			
6/25/24 - 7/25/24 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	1642893	10250019
		GEN NONDEPT - EXPENSE GEN GOV			
6/25/24 - 7/25/24 AT&T BROADBAND	8.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1642896	10250019
		SEWER OPER - EXPENSE W&S BUSI			
6/25/24 - 7/25/24 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	1642896	10250019
		WATER OPER - EXPENSE W&S BUSI			
6/25/24 - 7/25/24 AT&T BROADBAND	1.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	1642896	10250019
		GEN NONDEPT - EXPENSE GEN GOV			
6/25/24 - 7/25/24 AT&T BROADBAND	40.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1642894	10250019
		SEWER OPER - EXPENSE W&S BUSI			
6/25/24 - 7/25/24 AT&T BROADBAND	5.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	1642894	10250019
		WATER OPER - EXPENSE W&S BUSI			
6/25/24 - 7/25/24 AT&T BROADBAND	5.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	1642894	10250019
		GEN NONDEPT - EXPENSE GEN GOV			
6/25/24 - 7/25/24 AT&T BROADBAND	120.30	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1642892	10250019
		SEWER OPER - EXPENSE W&S BUSI			
6/25/24 - 7/25/24 AT&T BROADBAND	15.04	IT EQUIPMENT & SUPPLIES	07800400-43333-	1642892	10250019

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
6/25/24 - 7/25/24 AT&T BROADBAND	15.04	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1642892	10250019
6/25/24 - 7/25/24 AT&T BROADBAND	120.30	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1642895	10250019
6/25/24 - 7/25/24 AT&T BROADBAND	15.04	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1642895	10250019
6/25/24 - 7/25/24 AT&T BROADBAND	15.04	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1642895	10250019
Vendor Total: \$380.76					
DYNEGY ENERGY SERVICES					
5/1/24 - 5/15/24 POOL	439.92	SWIMMING POOL -EXPENSE GEN GOV ELECTRIC	05900100-42212-	400001686586	10250036
5/1/24 - 5/15/24 ALGONQUIN SHORES LS	252.18	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	400001664625	70250019
5/1/24 - 5/13/24 GRAND RESERVE	363.27	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	400001661405	70250019
5/1/24 - 5/13/24 WOODS CREEK LS	596.31	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	400001642008	70250019
5/1/24 - 5/14/24 BRAEWOOD LS	817.89	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	400001679617	70250019
5/1/24 - 5/14/24 COUNTRYSIDE BOOSTER	122.07	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	400001526425	70250018
5/1/24 - 5/14/24 ZANGE BOOSTER	333.84	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	400001678830	70250018
5/1/24 - 5/14/24 CARY BOOSTER	349.35	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	400001670373	70250018
5/1/24 - 5/14/24 WELL #9	792.00	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	400001681881	70250018

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
5/1/24 - 5/14/24 WTP #1	2,570.45	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	400001657524	70250018
Vendor Total: \$6,637.28					
FISHER AUTO PARTS INC					
TRANSMISSION OIL FILTER	6.08	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-686036	29250012
FUEL FILTER/SEPARATOR FILTER	89.68	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-686297	29250012
Vendor Total: \$95.76					
GALLS INC					
PARK AND BIKE PATROL UNIFORM SHIR	1,399.93	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	027886821	20250008
Vendor Total: \$1,399.93					
GERALD A CAVANAUGH					
EXTERMINATOR - MAY 2024	198.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	6352	28250006
Vendor Total: \$198.00					
GESKE AND SONS INC					
ASPHALT	351.12	WATER OPER - EXPENSE W&S BUSI MATERIALS	07700400-43309-	59754	70250034
Vendor Total: \$351.12					
GRAINGER					
ROUND BASE MAGNET	8.12	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9118468421	29250034
WATER PRESSURE REGULATOR VALVE	68.28	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9117914722	29250034
SWING "Y" CHECK VALVES	107.62	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9116731895	29250034
BUTTON CELL BATTERY	6.89	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9116308751	28250010
BUILDING MAINT. BALANCE SHEET					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
DISINFECTANT CLEANER	117.17	INVENTORY	28-14220-	9118853648	28250010
		BUILDING MAINT. BALANCE SHEET			
MOTOR	346.96	INVENTORY	28-14220-	9118761304	28250010
	Vendor Total: \$655.04				
HACH COMPANY					
		SEWER OPER - EXPENSE W&S BUSI			
LAB SUPPLIES	2,914.23	LAB SUPPLIES	07800400-43345-	14022712	70250032
	Vendor Total: \$2,914.23				
HBK WATER METER SERVICE INC					
		BUILDING MAINT. BALANCE SHEET			
RPZ TESTING	5,893.54	OUTSOURCED INVENTORY	28-14240-	240220	28250035
	Vendor Total: \$5,893.54				
HD SUPPLY INC					
		SEWER OPER - EXPENSE W&S BUSI			
LAB SUPPLIES	76.14	LAB SUPPLIES	07800400-43345-	INV00360670	70250026
		SEWER OPER - EXPENSE W&S BUSI			
LAB SUPPLIES	273.42	LAB SUPPLIES	07800400-43345-	INV00362914	70250026
		SEWER OPER - EXPENSE W&S BUSI			
LAB SUPPLIES	280.86	LAB SUPPLIES	07800400-43345-	INV00354773	70250026
		SEWER OPER - EXPENSE W&S BUSI			
LAB SUPPLIES	451.67	LAB SUPPLIES	07800400-43345-	INV00360404	70250026
		SEWER OPER - EXPENSE W&S BUSI			
LAB SUPPLIES	552.72	LAB SUPPLIES	07800400-43345-	INV00360881	70250026
		SEWER OPER - EXPENSE W&S BUSI			
LAB SUPPLIES	3,760.31	LAB SUPPLIES	07800400-43345-	INV00352975	70250026
	Vendor Total: \$5,395.12				
HERITAGE CRYSTAL CLEAN					
		VEHICLE MAINT. BALANCE SHEET			
WASTE OIL & SOLVENT MACHINE SERVI	53.50	OUTSOURCED INVENTORY	29-14240-	18665199	29250015
	Vendor Total: \$53.50				

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
HKS SYSTEMS INC					
POOL BATH HOUSE KEY REPAIR	130.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	14079	28250040
Vendor Total: \$130.00					
HYDRAULIC SERVICES & REPAIRS					
MOTOR SHAFT PARTS/PISTON SEAL	1,299.13	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	390999	29250036
Vendor Total: \$1,299.13					
INDUSTRIAL SCIENTIFIC CORPORATION					
GAS MONITORING 5/1/24 - 5/21/24	137.50	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	2734821	70250002
GAS MONITORING 5/1/24 - 5/21/24	137.49	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	2734821	70250002
Vendor Total: \$274.99					
INTERGOVERNMENTAL PERSONNEL BENEFIT CO					
JUNE 2024 PAYMENT	4.72	BLDG MAINT- REVENUE & EXPENSES INSURANCE	28900000-41106-	JUNE 2024	
JUNE 2024 PAYMENT	3.60	CDD - EXPENSE GEN GOV INSURANCE	01300100-41106-	JUNE 2024	
JUNE 2024 PAYMENT	212,238.92	GEN FUND BALANCE SHEET AP - PR HEALTH INS - CLEARING	01-22141-	JUNE 2024	
JUNE 2024 PAYMENT	10,827.95	AP - PR DENTAL INS - CLEARING	01-22142-	JUNE 2024	
JUNE 2024 PAYMENT	4,267.43	AP - PR LIFE INS - CLEARING	01-22143-	JUNE 2024	
JUNE 2024 PAYMENT	17.10	GENERAL SERVICES PW - EXPENSE INSURANCE	01500300-41106-	JUNE 2024	
JUNE 2024 PAYMENT	14.40	GS ADMIN - EXPENSE GEN GOV INSURANCE	01100100-41106-	JUNE 2024	
JUNE 2024 PAYMENT	38.70	POLICE - EXPENSE PUB SAFETY INSURANCE	01200200-41106-	JUNE 2024	

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
PWA - EXPENSE PUB WORKS					
JUNE 2024 PAYMENT	6.30	INSURANCE	01400300-41106-	JUNE 2024	
RECREATION - EXPENSE GEN GOV					
JUNE 2024 PAYMENT	0.45	INSURANCE	01101100-41106-	JUNE 2024	
SEWER OPER - EXPENSE W&S BUSI					
JUNE 2024 PAYMENT	5.85	INSURANCE	07800400-41106-	JUNE 2024	
VEHCL MAINT-REVENUE & EXPENSES					
JUNE 2024 PAYMENT	3.38	INSURANCE	29900000-41106-	JUNE 2024	
WATER OPER - EXPENSE W&S BUSI					
JUNE 2024 PAYMENT	9.45	INSURANCE	07700400-41106-	JUNE 2024	
Vendor Total: \$227,438.25					
JOHNSON CONTROLS FIRE PROTECTION LP					
BUILDING MAINT. BALANCE SHEET					
FIRE SYSTEM REPAIR - ALGONQUIN SHC	620.60	OUTSOURCED INVENTORY	28-14240-	24123329	28250026
BUILDING MAINT. BALANCE SHEET					
FIRE SYSTEM REPAIR - WWTF	12,499.36	OUTSOURCED INVENTORY	28-14240-	24123321	28250026
Vendor Total: \$13,119.96					
KONEMATIC INC					
BUILDING MAINT. BALANCE SHEET					
DOOR MAINTENANCE - PUBLIC WORKS	909.00	OUTSOURCED INVENTORY	28-14240-	939735	28250002
BUILDING MAINT. BALANCE SHEET					
DOOR MAINTENANCE & REPAIR - PD	559.94	OUTSOURCED INVENTORY	28-14240-	939476	28250002
BUILDING MAINT. BALANCE SHEET					
DOOR MAINTENANCE & REPAIR - WWTF	1,180.78	OUTSOURCED INVENTORY	28-14240-	939405	28250002
BUILDING MAINT. BALANCE SHEET					
DOOR MAINTENANCE & REPAIR - PW	2,277.50	OUTSOURCED INVENTORY	28-14240-	939477	28250002
Vendor Total: \$4,927.22					
LAKESIDE EQUIPMENT CORP					
SEWER OPER - EXPENSE W&S BUSI					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
TREATMENT FACILITY - MECHANICAL	324.00	MAINT - TREATMENT FACILITY	07800400-44412-	905157	70250033
Vendor Total: \$324.00					
LAWSON PRODUCTS INC					
CAP SCREWS/DRILL BITS/LOCK NUTS	620.45	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9311529149	29250004
Vendor Total: \$620.45					
LESLIE'S SWIMMING POOL SUPPLIES					
BRUSH/POLE	106.68	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	49510	28250032
Vendor Total: \$106.68					
LRS HOLDINGS LLC					
24-00000-00-GM STREET SWEEPING	456.00	MFT - EXPENSE PUBLIC WORKS MAINT - STREETS	03900300-44428-	PS600765	40250005
Vendor Total: \$456.00					
LUCKY GASOLINE INC					
5/1/24 - 5/17/24 CAR WASHES	42.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	5/1/24 - 5/17/24	29250024
Vendor Total: \$42.00					
MAC'S FIRE & SAFETY INC					
POWER SHIFT & CONTROL	70.74	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	131050	29250023
Vendor Total: \$70.74					
MANSFIELD OIL COMPANY					
FUEL	2,644.07	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	25370062	29250007
FUEL	3,036.33	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	25343674	29250007
FUEL	4,799.65	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	25370084	29250007
Vendor Total: \$10,480.05					
MARTAM CONSTRUCTION INC					
STREET IMPROV- EXPENSE PUBWRKS					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SCHUETT & SOUWANAS STREET IMPROV	27,750.00	CAPITAL IMPROVEMENTS	04900300-45593-S1854	14725	40250004
Vendor Total: \$27,750.00					
MENARDS CARPENTERSVILLE					
TOP CHEST DRAWER	289.99	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	22561	70250031
Vendor Total: \$289.99					
MENARDS CRYSTAL LAKE					
CEDAR	741.83	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	13740	28250018
TOOL CHEST FOR WWTP SHOP	1,509.96	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	12934	70250028
Vendor Total: \$2,251.79					
MIDLAND SCIENTIFIC INC					
LAB SUPPLIES	80.75	SEWER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07800400-43345-	6810988	70250042
LAB SUPPLIES	249.79	SEWER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07800400-43345-	6811092	70250042
Vendor Total: \$330.54					
MORRISON ASSOCIATES LTD					
SCHLONEGER/KUMBERA 2024 MEETING	3,000.00	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	2024: 746	10250059
Vendor Total: \$3,000.00					
NAPA AUTO SUPPLY ALGONQUIN					
VENT VALVE	21.79	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	232313	29250008
PIN CLIPS	28.16	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	232250	29250008
Vendor Total: \$49.95					
ONE TIME PAY					
R BOAZ/CANCELLED CLASS	54.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	DANCE CLASS REFUND	

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
K MCHALE/CANCELLED CLASS	54.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	DANCE CLASS REFUND	
M VARANDA/CANCELLED CLASS	144.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	DANCE CLASS REFUND	
Vendor Total: \$252.00					
POMPS TIRE SERVICE INC					
TIRES	820.34	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	640115877	29250016
Vendor Total: \$820.34					
RAY O'HERRON CO INC					
UNIFORM - SUTRICK	75.29	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2342650	20250007
UNIFORM - GOUGH	78.98	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2344289	20250007
UNIFORM - REVERA	87.64	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2341309	20250007
UNIFORM - REVERA	93.49	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2340279	20250007
Vendor Total: \$335.40					
RUSH POWER SYSTEMS LLC					
PGEN20 REPAIR	690.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	12211	29250038
Vendor Total: \$690.00					
SEBERT LANDSCAPING CO					
GRASS CUTTING-16 SPRINGBROOK RD	300.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	S583487	30250006
GRASS CUTTING-1415 SPRINGHILL DR	300.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	S583488	30250006
Vendor Total: \$600.00					
SONITROL CHICAGOLAND NORTH					
BUILDING MAINT. BALANCE SHEET					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
ACCESS SYSTEM MAINT 5/1/24 - 4/30/25	14,840.52	OUTSOURCED INVENTORY	28-14240-	552982	28250004
Vendor Total: \$14,840.52					
SPEAR CORPORATION					
POOL SUPPLIES - CABLES	691.00	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	326915	28250029
ELECTRIC WATER READER	1,931.88	SWIMMING POOL -EXPENSE GEN GOV SMALL TOOLS & SUPPLIES	05900100-43320-	326917	10250055
Vendor Total: \$2,622.88					
STREICHERS					
UNIFORM - STENGER	42.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11699600	20250009
UNIFORM - CHEVRONS	49.90	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11698365	20250009
UNIFORM - DENNIS	225.96	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11697236	20250009
UNIFORM - HUNTER	323.46	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11697635	20250009
Vendor Total: \$641.32					
T-MOBILE USA INC					
5/1/24 - 5/20/24 LIFT STATION INTERNET	24.66	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	984376041	10250038
Vendor Total: \$24.66					
THE SCRIBBLEBOOKS COMPANY INC					
LUNCHPALOOZA-SCRIBBLE MONSTER	450.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	6/12/24 PERFORMANCE	10250060
Vendor Total: \$450.00					
TOTAL SECURITY SOLUTIONS INC					
FIBERGLASS PANELS FOR VILLAGE BOA	2,428.00	GEN NONDEPT - EXPENSE GEN GOV PROFESSIONAL SERVICES	01900100-42234-	1027275	10250054
Vendor Total: \$2,428.00					
TYLER BUSINESS FORMS					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		GS ADMIN - EXPENSE GEN GOV			
A/P AND PAYROLL CHECK STOCK	801.37	PRINTING & ADVERTISING	01100100-42243-	93787	10250061
		SEWER OPER - EXPENSE W&S BUSI			
A/P AND PAYROLL CHECK STOCK	171.73	PRINTING & ADVERTISING	07800400-42243-	93787	10250061
		WATER OPER - EXPENSE W&S BUSI			
A/P AND PAYROLL CHECK STOCK	171.72	PRINTING & ADVERTISING	07700400-42243-	93787	10250061
		Vendor Total: \$1,144.82			
UNITED STATES POSTAL SERVICE					
		GS ADMIN - EXPENSE GEN GOV			
REFILL POSTAGE METER	4,000.00	POSTAGE	01100100-43317-	05/21/24 REQUEST	10250056
		Vendor Total: \$4,000.00			
VERIZON WIRELESS SERVICES LLC					
		BLDG MAINT- REVENUE & EXPENSES			
5/1/24 - 5/13/24 STATEMENT	109.20	TELEPHONE	28900000-42210-	9964112457	10250058
		CDD - EXPENSE GEN GOV			
5/1/24 - 5/13/24 STATEMENT	204.33	TELEPHONE	01300100-42210-	9964112457	10250058
		GEN NONDEPT - EXPENSE GEN GOV			
5/1/24 - 5/13/24 STATEMENT	5.13	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	9964112457	10250058
		GENERAL SERVICES PW - EXPENSE			
5/1/24 - 5/13/24 STATEMENT	451.20	TELEPHONE	01500300-42210-	9964112457	10250058
5/1/24 - 5/13/24 STATEMENT	271.82	IT EQUIPMENT & SUPPLIES	01500300-43333-	9964112457	10250058
		GS ADMIN - EXPENSE GEN GOV			
5/1/24 - 5/13/24 STATEMENT	182.43	TELEPHONE	01100100-42210-	9964112457	10250058
		POLICE - EXPENSE PUB SAFETY			
5/1/24 - 5/13/24 STATEMENT	307.65	TELEPHONE	01200200-42210-	9964112457	10250058
		PWA - EXPENSE PUB WORKS			
5/1/24 - 5/13/24 STATEMENT	232.73	TELEPHONE	01400300-42210-	9964112457	10250058
5/1/24 - 5/13/24 STATEMENT	185.80	IT EQUIPMENT & SUPPLIES	01400300-43333-	9964112457	10250058

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
5/1/24 - 5/13/24 STATEMENT	22.95	RECREATION - EXPENSE GEN GOV TELEPHONE	01101100-42210-	9964112457	10250058
5/1/24 - 5/13/24 STATEMENT	186.64	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	9964112457	10250058
5/1/24 - 5/13/24 STATEMENT	112.68	VEHCL MAINT-REVENUE & EXPENSES TELEPHONE	29900000-42210-	9964112457	10250058
5/1/24 - 5/13/24 STATEMENT	305.96	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	9964112457	10250058
5/1/24 - 5/13/24 STATEMENT	265.39	IT EQUIPMENT & SUPPLIES	07700400-43333-	9964112457	10250058
Vendor Total: \$2,843.91					
WATER PRODUCTS CO AURORA					
B-BOXES	1,632.00	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0322416	70250029
B-BOXES FOR LEAD REPLACEMENT	2,720.00	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0322476	70250035
Vendor Total: \$4,352.00					
WM J CASSIDY TIRE & AUTO SUPPLY LLC					
TIRES	1,777.20	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	918091436	29250031
Vendor Total: \$1,777.20					
REPORT TOTAL: \$643,265.15					

Village of Algonquin

List of Bills 6/4/2024

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	244,063.08
03	MFT	456.00
04	STREET IMPROVEMENT	27,750.00
05	SWIMMING POOL	2,539.70
07	WATER & SEWER	259,632.94
16	DEVELOPMENT FUND	39,866.10
28	BUILDING MAINT. SERVICE	49,386.89
29	VEHICLE MAINT. SERVICE	19,570.44
TOTAL ALL FUNDS		643,265.15

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

DATE: 5-30-24

APPROVED BY: 



VILLAGE OF ALGONQUIN SCHEDULE OF MEETINGS

June 3, 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.

June 4, 2024	Tuesday	7:30 PM	Village Board Meeting	GMC
June 10, 2024	Monday	7:00 PM	Planning & Zoning Meeting	GMC
June 11, 2024	Tuesday	7:30 PM	Committee of the Whole	GMC
June 12, 2024	Wednesday	7:00 PM	Historic Commission Meeting	HVH
June 15, 2024	Saturday	8:30 AM	Historic Commission Workshop	GMC
June 18, 2024	Tuesday	7:30 PM	Village Board Meeting	GMC
June 18, 2024	Tuesday	7:45 PM	Committee of the Whole	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

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of \$_____ General
Obligation Bonds, Series 2024, of the Village of Algonquin,
McHenry and Kane Counties, Illinois, for the purpose of financing
various capital improvements and paying the expenses incident
thereto, providing for the levy and collection of a direct annual tax
sufficient to pay the principal of and interest on said bonds, and
authorizing the sale of said bonds to the purchaser thereof.

Adopted by the President and Board of Trustees
on the 4th day of June, 2024.

TABLE OF CONTENTS

SECTION	HEADING	PAGE
SECTION 1.	INCORPORATION OF PREAMBLES.....	2
SECTION 2.	DETERMINATION TO ISSUE BONDS.....	2
SECTION 3.	AUTHORIZATION.....	2
SECTION 4.	BOND DETAILS	3
SECTION 5.	EXECUTION; AUTHENTICATION	4
SECTION 6.	REGISTRATION AND EXCHANGE OR TRANSFER OF BONDS; PERSONS TREATED AS OWNERS.....	5
SECTION 7.	REDEMPTION.....	8
SECTION 8.	REDEMPTION PROCEDURE	9
SECTION 9.	FORM OF BOND	11
SECTION 10.	SALE OF BONDS	18
SECTION 11.	TAX LEVY; ABATEMENT.....	18
SECTION 12.	FILING WITH COUNTY CLERKS.....	20
SECTION 13.	CREATION OF FUNDS AND APPROPRIATIONS.....	20
SECTION 14.	NON-ARBITRAGE AND TAX-EXEMPTION	21
SECTION 15.	REIMBURSEMENT	23
SECTION 16.	DUTIES OF BOND REGISTRAR.....	23
SECTION 17.	DEFEASANCE	23

SECTION 18.	CONTINUING DISCLOSURE UNDERTAKING.....	24
SECTION 19.	RECORD-KEEPING POLICY AND POST-ISSUANCE COMPLIANCE MATTERS	25
SECTION 20.	SEVERABILITY	28
SECTION 21.	SUPERSEDER AND EFFECTIVE DATE.....	29

This Table of Contents is for convenience only and is not a part of the Ordinance.

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of \$_____ General Obligation Bonds, Series 2024, of the Village of Algonquin, McHenry and Kane Counties, Illinois, for the purpose of financing various capital improvements and paying the expenses incident thereto, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

WHEREAS by virtue of its population, the Village of Algonquin, McHenry and Kane Counties, Illinois (the "*Village*"), and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois (the "*Constitution*"), the Village is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS pursuant to the provisions of said Section 6, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS the President and Board of Trustees of the Village (the "*Board*") has considered the needs of the Village and has heretofore determined and does hereby determine that it is advisable, necessary and in the best interests of the Village to finance various capital improvements in the Village, including the Presidential Park improvement project, the Towne Park improvement project and the Willoughby Farms Subdivision road improvement project (collectively, the "*Project*"), all as shown in the plans and cost estimates as prepared by the Village, and pay the expenses incident thereto; and

WHEREAS the estimated cost of the Project is at least the sum of \$_____ ; and

WHEREAS there are insufficient funds on hand and available to pay the costs of the Project, and it is necessary for that purpose that a sum to pay such costs be borrowed at this time, and in evidence of such indebtedness, general obligation bonds of the Village be issued in the principal

amount of \$ _____, and that such indebtedness be incurred in accordance with the hereinafter defined Act:

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

Section 2. Determination to Issue Bonds. It is necessary and in the best interests of the Village to construct the Project, to pay all related costs and expenses incidental thereto, and to borrow money and issue bonds for such purpose. It is hereby found and determined that such borrowing of money is necessary for the welfare of the government and affairs of the Village, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the applicable provisions of the Illinois Municipal Code, as amended, as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Constitution, and as further supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended (collectively, such Illinois Municipal Code, constitutional home rule powers, and such Reform Act being the “Act”); and these findings and determinations, together with those set forth in the preambles to this Ordinance, shall be deemed conclusive.

Section 3. Authorization. It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$ _____ upon the credit of the Village and as evidence of such indebtedness to issue bonds of the Village in said amount, the proceeds of said

bonds to be used to finance the Project, and that it is necessary and for the best interests of the Village that there be issued at this time \$ _____ of the bonds so authorized.

Section 4. Bond Details. There be borrowed by, for and on behalf of the Village the sum of \$ _____ for the purpose aforesaid, and that bonds of the Village shall be issued in said amount and shall be designated “General Obligation Bonds, Series 2024” (the “*Bonds*”). The Bonds shall be dated June 20, 2024, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially (subject to prior redemption as hereinafter set forth) on December 15 of each of the years, in the amounts and bearing interest at the rates percent per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT (\$)	RATE OF INTEREST (%)
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		

The Bonds shall bear interest from their dated date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 15 and December 15 of each year, commencing on June 15, 2025. Interest on each Bond shall be paid by check or draft of _____,

as bond registrar and paying agent (the “*Bond Registrar*”), payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 1st day of the month of any interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Bond Registrar.

Section 5. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or facsimile signature of its President (the “*President*”) and attested by the manual or facsimile signature of its Village Clerk (the “*Village Clerk*”), as they shall determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. If the Village Clerk is unable to perform the duties of his or her office, then the Village Clerk’s duties under this Ordinance shall be performed by the Deputy Village Clerk. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 6. Registration and Exchange or Transfer of Bonds; Persons Treated as Owners. (a) *General.* The Village shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds. Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or his or her attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however,* the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 1st day of the month of any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 4 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. Any officer of the Village who is a signatory on the Bonds, along with the Treasurer of the Village (the "*Treasurer*"), the Village President, or the Acting Village President, is authorized to execute and deliver, on behalf of the Village, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The Village and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village’s obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond.

Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 4 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 1st day of the month of the applicable interest payment date, the name “Cede” in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Village, or such depository’s agent or designee, and if the Village does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 6(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 7. Redemption. The Bonds maturing on or after December 15, 2033, shall be subject to redemption prior to maturity at the option of the Village as a whole or in part in integral

multiples of \$5,000 in any order of their maturity as determined by the Village (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on December 15, 2032, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The Village shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 8. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond

or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the Village shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the Village shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 9. Form of Bond. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [6] through [11] shall be inserted immediately after paragraph [1]:

[FORM OF BOND - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF MCHENRY AND KANE
VILLAGE OF ALGONQUIN
GENERAL OBLIGATION BOND, SERIES 2024**

See Reverse Side for
Additional Provisions.

Interest Maturity Dated
Rate: _____% Date: December 15, _____ Date: June 20, 2024 CUSIP: _____

Registered Owner: CEDE & CO.

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS that the Village of Algonquin, McHenry and Kane Counties, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the “*Village*”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 15 and December 15 of each year, commencing June 15, 2025, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of _____, as bond registrar and paying agent (the “*Bond Registrar*”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond

Registrar, at the close of business on the 1st day of the month of any interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond both principal and interest at maturity, the full faith, credit and resources of the Village are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the hereinafter defined Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF the Village of Algonquin, McHenry and Kane Counties, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

President, Village of Algonquin
McHenry and Kane Counties, Illinois

ATTEST:

SPECIMEN

Village Clerk, Village of Algonquin
McHenry and Kane Counties, Illinois

[SEAL]

Date of Authentication: _____, 2024

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:

_____, _____

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Bonds, Series 2024, of the Village of Algonquin, McHenry and Kane Counties, Illinois.

as Bond Registrar

By _____
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

VILLAGE OF ALGONQUIN

MCHEMRY AND KANE COUNTIES, ILLINOIS

GENERAL OBLIGATION BOND, SERIES 2024

[6] This Bond is one of a series of bonds (the “*Bonds*”) issued by the Village for the purpose of paying the costs of the Project and expenses incidental thereto, all as described and defined in the ordinance of the Village, passed by the President and Board of Trustees of the Village (the “*Board*”) on the 4th day of June, 2024, authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as amended, as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970, and as further supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended (collectively, such Illinois Municipal Code, constitutional home rule powers, and such Reform Act being the “*Act*”), and with the Ordinance, which has been duly passed by the Board and approved by the President, in all respects as by law required.

[7] Bonds of the issue of which this Bond is one maturing on and after December 15, 2033, are subject to redemption prior to maturity at the option of the Village as a whole, or in part in integral multiples of \$5,000 in any order of their maturity as determined by the Village (less than all the Bonds of a single maturity to be selected by lot by the Bond Registrar), on December 15, 2032, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

[8] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the Village

maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[9] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in _____, _____, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[10] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 1st day of the month of any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

[11] The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10. Sale of Bonds. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer, and be by the Treasurer delivered to _____, _____, _____, the purchaser thereof (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being \$ _____; the contract for the sale of the Bonds (as evidenced by an executed bid form, the "*Purchase Contract*") heretofore entered into is in all respects ratified, approved and confirmed and the officers of the Village designated in the Purchase Contract are authorized and directed to execute the Purchase Contract on behalf of the Village, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner financially interested either directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds is hereby ratified, approved and authorized; the execution and delivery of said final Official Statement is hereby authorized; and the officers of the Village are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, said final Official Statement and the Bonds.

Section 11. Tax Levy; Abatement. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the

Village, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the Village, in addition to all other taxes, the following direct annual taxes (the “*Pledged Taxes*”):

FOR THE YEAR		A TAX SUFFICIENT TO PRODUCE THE SUM OF:
2024	\$	for interest and principal up to and including December 15, 2025
2025	\$	for interest and principal
2026	\$	for interest and principal
2027	\$	for interest and principal
2028	\$	for interest and principal
2029	\$	for interest and principal
2030	\$	for interest and principal
2031	\$	for interest and principal
2032	\$	for interest and principal
2033	\$	for interest and principal
2034	\$	for interest and principal
2035	\$	for interest and principal

The Pledged Taxes and other moneys (except proceeds of the Bonds) on deposit (collectively, the “*Bond Moneys*”) in the Bond Fund (as hereinafter defined) shall be applied to pay principal of and interest on the Bonds as follows:

Bond Moneys shall be applied to the payment of interest when due and principal or redemption price when due at maturity.

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. Except as set forth below, the Village covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy. The Village and its officers will comply with all present and future

applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

Whenever other funds from any lawful source are available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes, the Board may, by proper proceedings, direct the deposit of such funds into the Bond Fund and further shall direct the abatement of the taxes by the amount so deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerks of the Counties of McHenry and Kane, Illinois (the “*County Clerks*”), in a timely manner to effect such abatement.

Section 12. Filing with County Clerks. Forthwith upon the passage of this Ordinance, the Village Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerks; and the County Clerk shall in and for each of the years 2024 to 2035, inclusive, ascertain the rate necessary to produce the tax herein levied; and the County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

Section 13. Creation of Funds and Appropriations. There is hereby created the “General Obligation Bonds, Series 2024, Bond Fund” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest and premium, if any, received upon delivery of the Bonds shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds.

The Pledged Taxes shall either be deposited into the Bond Fund and used solely and only for paying the principal of and interest on the Bonds or be used to reimburse a fund or account

from which advances to the Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Pledged Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Board, transferred to such other fund as may be determined. The Village hereby pledges, as equal and ratable security for the Bonds, all present and future proceeds of the Pledged Taxes for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the Board to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the Village, as described in the preceding sentence.

The remaining principal proceeds of the Bonds shall be set aside in a separate fund, hereby created, and designated as the “Series 2024 Project Fund” (the “*Project Fund*”), hereby created as the fund to provide for the receipt and disbursement of proceeds of the Bonds for the Project. Alternatively, the Treasurer may allocate such remaining proceeds to one or more related project funds of the Village already in existence; *provided, however*, that this shall not relieve the Treasurer of the duty to account for the proceeds as herein provided. Any such one or more funds shall also be referred to hereinafter, collectively, as the Project Fund. The Board reserves the right, as it becomes necessary from time to time, to revise the list of expenditures hereinabove set forth, to change priorities, to revise cost allocations between expenditures and to substitute projects, in order to meet current needs of the Village; *subject, however*, to the tax covenants set forth herein.

At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser or the Bond Registrar on behalf of the Village from the proceeds of the Bonds.

Section 14. Non-Arbitrage and Tax-Exemption. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the

Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended, or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the Village responsible for issuing the Bonds, the same being the President, Village Clerk and Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Board and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the Village and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if

deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 15. Reimbursement. With respect to expenditures for the Project paid within the 60 day period ending on this date and with respect to which no declaration of intent was previously made, the Village hereby declares its intent to reimburse such expenditures and hereby allocates proceeds of the Bonds in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Bonds to reimburse said expenditures.

Section 16. Duties of Bond Registrar. If requested by the Bond Registrar, the President and Village Clerk are authorized to execute the Bond Registrar's standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of the Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or redemption or submitted for exchange or transfer;

(e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 17. Defeasance. Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums have been deposited with the Bond Registrar to pay all principal and interest due thereon, or (c) for which sufficient U.S. funds and direct U.S. Treasury obligations have been deposited with the Bond Registrar or similar institution to pay,

taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Bond Moneys or Pledged Taxes and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the tax-exempt status of the Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not.

Section 18. Continuing Disclosure Undertaking. The President and Treasurer are each hereby authorized and empowered to execute a Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”) and one of said officials is directed to execute and deliver the Continuing Disclosure Undertaking, in connection with the issuance of the Bonds, with such provisions therein as he or she shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 19. Record-Keeping Policy and Post-Issuance Compliance Matters. It is necessary and in the best interest of the Village to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the Bonds and other debt obligations of the Village, the interest on which is excludable from “gross income” for federal income tax purposes (such as the Bonds) or which enable the Village or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds (the “*Tax Advantaged Obligations*”). Further, it is necessary and in the best interest of the Village that (i) the Board adopt policies with respect to record-keeping and post issuance compliance with the Village’s covenants related to its Tax Advantaged Obligations and (ii) the Compliance Officer (as hereinafter defined) at least annually review the Village’s Contracts (as hereinafter defined) to determine whether the Tax Advantaged Obligations comply with the federal tax requirements applicable to each issue of the Tax Advantaged Obligations. The Board and the Village hereby adopt the following Record-Keeping Policy and, in doing so, amend any similar Record-Keeping Policy or Policies heretofore adopted:

(a) *Compliance Officer Is Responsible for Records.* The Chief Financial Officer of the Village (the “*Compliance Officer*”) is hereby designated as the keeper of all records of the Village with respect to each issue of the Tax Advantaged Obligations, and such officer shall report to the Board at least annually that he/she has all of the required records in his/her possession, or is taking appropriate action to obtain or recover such records.

(b) *Closing Transcripts.* For each issue of Tax Advantaged Obligations, the Compliance Officer shall receive, and shall keep and maintain, a true, correct and complete counterpart of each and every document and agreement delivered in connection with the issuance of the Tax Advantaged Obligations, including without limitation (i) the proceedings of the Village authorizing the Tax Advantaged Obligations, (ii) any offering document with respect to the offer and sale of the Tax Advantaged Obligations, (iii) any legal opinions with respect to the Tax Advantaged Obligations delivered by any lawyers, and (iv) all written representations of any person delivered in connection with the issuance and initial sale of the Tax Advantaged Obligations.

(c) *Arbitrage Rebate Liability.* The Compliance Officer shall review the agreements of the Village with respect to each issue of Tax Advantaged Obligations and

shall prepare a report for the Board stating whether or not the Village has any rebate liability to the United States Treasury, and setting forth any applicable exemptions that each issue of Tax Advantaged Obligations may have from rebate liability. Such report shall be updated annually and delivered to the Board.

(d) *Recommended Records.* The Compliance Officer shall review the records related to each issue of Tax Advantaged Obligations and shall determine what requirements the Village must meet in order to maintain the tax-exemption of interest paid on its Tax Advantaged Obligations, its entitlement to direct payments by the United States Treasury of the applicable percentages of each interest payment due and owing on its Tax Advantaged Obligations, and applicable tax credits or other tax benefits arising from its Tax Advantaged Obligations. The Compliance Officer shall then prepare a list of the contracts, requisitions, invoices, receipts and other information that may be needed in order to establish that the interest paid on the Tax Advantaged Obligations is entitled to be excluded from “gross income” for federal income tax purposes, that the Village is entitled to receive from the United States Treasury direct payments of the applicable percentages of interest payments coming due and owing on its Tax Advantaged Obligations, and the entitlement of holders of any Tax Advantaged Obligations to any tax credits or other tax benefits, respectively. Notwithstanding any other policy of the Village, such retained records shall be kept for as long as the Tax Advantaged Obligations relating to such records (and any obligations issued to refund the Tax Advantaged Obligations) are outstanding, plus three years, and shall at least include:

(i) complete copies of the transcripts delivered when any issue of Tax Advantaged Obligations is initially issued and sold;

(ii) copies of account statements showing the disbursements of all Tax Advantaged Obligation proceeds for their intended purposes, and records showing the assets and other property financed by such disbursements;

(iii) copies of account statements showing all investment activity of any and all accounts in which the proceeds of any issue of Tax Advantaged Obligations has been held or in which funds to be used for the payment of principal of or interest on any Tax Advantaged Obligations has been held, or which has provided security to the holders or credit enhancers of any Tax Advantaged Obligations;

(iv) copies of all bid requests and bid responses used in the acquisition of any special investments used for the proceeds of any issue of Tax Advantaged Obligations, including any swaps, swaptions, or other financial derivatives entered into in order to establish that such instruments were purchased at *fair market value*;

(v) copies of any subscriptions to the United States Treasury for the purchase of State and Local Government Series (SLGS) obligations;

(vi) any calculations of liability for *arbitrage rebate* that is or may become due with respect to any issue of Tax Advantaged Obligations, and any

calculations prepared to show that no arbitrage rebate is due, together, if applicable, with account statements or cancelled checks showing the payment of any rebate amounts to the United States Treasury together with any applicable IRS Form 8038-T; and

(vii) copies of all contracts and agreements of the Village, including any leases (the “*Contracts*”), with respect to the use of any property owned by the Village and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations effective at any time when such Tax Advantaged Obligations are, will or have been outstanding. Copies of contracts covering no more than 50 days of use and contracts related to Village employees need not be retained.

(e) *IRS Examinations or Inquiries.* In the event the IRS commences an examination of any issue of Tax Advantaged Obligations or requests a response to a compliance check, questionnaire or other inquiry, the Compliance Officer shall inform the Board of such event, and is authorized to respond to inquiries of the IRS, and to hire outside, independent professional counsel to assist in the response to the examination or inquiry.

(f) *Annual Review.* The Compliance Officer shall conduct an annual review of the Contracts and other records to determine for each issue of Tax Advantaged Obligations then outstanding whether each such issue complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans. The Compliance Officer is expressly authorized, without further official action of the Board, to hire outside, independent professional counsel to assist in such review. To the extent that any violations or potential violations of federal tax requirements are discovered incidental to such review, the Compliance Officer may make recommendations or take such actions as the Compliance Officer shall reasonably deem necessary to assure the timely correction of such violations or potential violations through remedial actions described in the United States Treasury Regulations, or the Tax Exempt Bonds Voluntary Closing Agreement Program described in Treasury Notice 2008-31 or similar program instituted by the IRS.

(g) *Training.* The Compliance Officer shall undertake to maintain reasonable levels of knowledge concerning the rules related to tax-exempt bonds (and build America bonds and tax credit bonds to the extent the Village has outstanding build America bonds or tax-credit bonds) so that such officer may fulfill the duties described in this Section. The Compliance Officer may consult with counsel, attend conferences and presentations of trade groups, read materials posted on various web sites, including the web site of the Tax Exempt Bond function of the IRS, and use other means to maintain such knowledge. Recognizing that the Compliance Officer may not be fully knowledgeable in this area, the Compliance Officer may consult with outside counsel, consultants and experts to assist him or her in exercising his or her duties hereunder. The Compliance Officer will endeavor to make sure that the Village’s staff is aware of the need for continuing compliance. The Compliance Officer will provide copies of this Ordinance and the Tax Exemption

Certificate and Agreement or other applicable tax documents for each series of Tax Advantaged Obligations then currently outstanding (the “*Tax Agreements*”) to staff members who may be responsible for taking actions described in such documents. The Compliance Officer should assist in the education of any new Compliance Officer and the transition of the duties under these procedures. The Compliance Officer will review this Ordinance and each of the Tax Agreements periodically to determine if there are portions that need further explanation and, if so, will attempt to obtain such explanation from counsel or from other experts, consultants or staff.

(h) *Amendment and Waiver.* The procedures described in this Section are only for the benefit of the Village. No other person (including an owner of a Tax Advantaged Obligation) may rely on the procedures included in this Section. The Village may amend this Section and any provision of this Section may be waived, without the consent of the holders of any Tax Advantaged Obligations and as authorized by passage of an ordinance by the Board. Additional procedures may be required for Tax Advantaged Obligations the proceeds of which are used for purposes other than capital governmentally owned projects or refundings of such, including tax increment financing bonds, bonds financing output facilities, bonds financing working capital, or private activity bonds. The Village also recognizes that these procedures may need to be revised in the event the Village enters into any derivative products with respect to its Tax Advantaged Obligations.

Section 20. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 21. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: June 4, 2024

APPROVED: June 4, 2024

President, Village of Algonquin
McHenry and Kane Counties, Illinois

Recorded in Village Records: June 4, 2024.

ATTEST:

Village Clerk, Village of Algonquin
McHenry and Kane Counties, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Algonquin, McHenry and Kane Counties, Illinois (the “*Village*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the Board (the “*Board*”) thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 4th day of June, 2024 insofar as the same relates to the adoption of an ordinance, numbered _____ entitled:

AN ORDINANCE providing for the issuance of \$_____ General Obligation Bonds, Series 2024, of the Village of Algonquin, McHenry and Kane Counties, Illinois, for the purpose of financing various capital improvements and paying the expenses incident thereto, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the 96-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of said agenda as so posted being attached to this Certificate as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the adoption of said ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village,
this 4th day of June, 2024.

Village Clerk

[SEAL]

[Attach Exhibit A]

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McHenry, Illinois, and as such officer I do hereby certify that on the ____ day of June, 2024, there was filed in my office a properly certified copy of Ordinance Number _____ passed by the President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois, on the 4th day of June, 2024, and entitled:

AN ORDINANCE providing for the issuance of \$ _____ General Obligation Bonds, Series 2024, of the Village of Algonquin, McHenry and Kane Counties, Illinois, for the purpose of financing various capital improvements and paying the expenses incident thereto, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of McHenry, Illinois, this ____ day of June, 2024.

County Clerk of The County of McHenry,
Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Kane, Illinois, and as such officer I do hereby certify that on the ____ day of June, 2024, there was filed in my office a properly certified copy of Ordinance Number _____ passed by the President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois, on the 4th day of June, 2024, and entitled:

AN ORDINANCE providing for the issuance of \$ _____ General Obligation Bonds, Series 2024, of the Village of Algonquin, McHenry and Kane Counties, Illinois, for the purpose of financing various capital improvements and paying the expenses incident thereto, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Kane, Illinois, this ____ day of June, 2024.

County Clerk of The County of Kane, Illinois

[SEAL]