

**COMMITTEE OF THE WHOLE
DECEMBER 19, 2023
VILLAGE BOARD ROOM
2200 HARNISH DRIVE, ALGONQUIN
7:30 P.M.**

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

AGENDA

- 1. Roll Call – Establish a Quorum**
- 2. Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)
- 3. Community Development**
- 4. General Administration**
 - A. Consider an Ordinance Prohibiting Electronic Sweepstakes Devices
 - B. Presentation of the Popular Annual Financial Report for Fiscal Year End April 30, 2023
 - C. Consider Purchase Agreement with Tyler Technologies for Enterprise Resource Planning (ERP) Expansion in the not-to-exceed amount of \$106,280
- 5. Public Works & Safety**
 - A. Consider Certain Vehicles and Equipment Surplus
 - B. Consider a Retroactive Approval for Bike Path Connection and ADA Sidewalk Ramps at Algonquin Road and Frank Road Intersection
 - C. Consider an Agreement with Baxter Woodman for the 2024 Prescribed Burns
- 6. Executive Session (if needed)**
- 7. Other Business**
- 8. Adjournment**

A Memo From...



VILLAGE OF ALGONQUIN
General Services Administration

To: Tim Schloneger

From: Michelle Weber

Date: December 7, 2023

Re: Electronic Sweepstakes Machines

In the recent months various Village of Algonquin establishments, that do not qualify for Video Gaming terminals, have been approached by vendors to install Electronic Sweepstakes Gambling Machines/Kiosks. These sweepstakes machines are geared to look like slot machines but they are unregulated and not taxed. Because they offer “free plays” and allow winners to win coupons or prizes and not money, they do not fit the definition of “video gaming”. So, at this time, these types of gambling machines are not regulated by the Illinois Gaming Board, however some municipalities have banned them.

They look and operate like typical video gambling machines. But they're unregulated and largely untaxed thanks to loopholes in Illinois' gaming laws. So-called sweepstakes machines are at the center of the latest corruption trial in Chicago. Jun 5, 2023



Chicago Sun-Times
<https://chicago.suntimes.com/what-are-sweepstakes-ma...>

Staff recommends implementing an ordinance prohibiting electronic sweepstakes devices within the Village.

ORDINANCE NO. 2023 - O -

An Ordinance Amending Chapter 43, Offenses Against Public Peace, Safety and Morals, of the Village of Algonquin Municipal Code

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

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

SECTION 1: Chapter 43, Offenses Against Public Peace, Safety and Morals, of the Village of Algonquin Municipal Code shall be amended add a new Section 43.41, Electronic Sweepstakes Machines or Devices Prohibited, which shall read as follows:

43.41 ELECTRONIC SWEEPSTAKES MACHINES OR DEVICES PROHIBITED.

A. For purposes of this section, the following terms shall be defined as follows:

“Electronic machine or device” means a mechanically, electrically, or electronically operated machine or device, that is owned, leased, or otherwise possessed by a sweepstakes sponsor or promoter, or any of the sweepstakes sponsors or promoters, partners, affiliates, subsidiaries or contractors, that is intended to be used by a sweepstakes entrant, that uses energy, and that is capable of displaying information on a screen or other mechanism.

“Enter” or “entry” means the act or process by which a person becomes eligible to receive any prize offered in a sweepstakes.

“Entertaining display” means visual information capable of being seen by a sweepstakes entrant that takes the form of actual game play or simulated game play including, but not limited to a poker game or any other kind of playing card game; a bingo game; a craps game; a keno game; a lotto game; an eight-liner game; a pot-of-gold game; a game based on or involving the random or chance matching of different pictures, words, numbers or symbols not dependent on the skill or dexterity of the player; a casino or gambling game; and any other video game the outcome of which is not in whole or in part dependent on the skill or dexterity of the player that is played in the course of revealing a prize as a result of an entry into a sweepstakes.

“Prize” means any gift, award, gratuity, goods, service, credit, or anything else of value, which may be transferred to a person, whether possession of the prize is actually transferred or placed on an account or other record as evidence of the intent to transfer the prize.

“Sweepstakes” means any game, advertising scheme or plan, or other promotion which, with or without payment of any consideration, a person may enter to win or become eligible to receive any prize, the determination of which is based upon an element of chance.

B. It shall be unlawful for any person to own, lease, operate, or place into operation an electronic machine or device in any location open to the public within the Village of Algonquin for the following purposes:

1. To conduct a sweepstakes through the use of an entertaining display including the entry process or the reveal of a prize; or

2. To promote a sweepstakes that is conducted through the use of an entertainment display including the entry process or the reveal of a prize.

C. Video Gaming Terminals—Not Prohibited. Nothing contained in this section shall be construed as prohibiting duly licensed video gaming terminals as authorized by Section 43.39 of this Code.

D. Violation—Penalty. Any person, firm or corporation violating any provision of this section shall be fined in accordance with Appendix B for each offense. Each machine or device found to be in violation, and each day such violation occurs or continues, shall constitute a separate and distinct offense.

SECTION 2: Appendix B of the Algonquin Municipal Code shall be amended to add a new entry which shall read as follows:

| | | |
|-------|---|--------------------|
| 43.41 | Electronic Sweepstakes Machine or Device, Penalty | Minimum \$1,500 |
|-------|---|--------------------|

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

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

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

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

(SEAL)

Village President Debby Sosine

ATTEST: _____
Village Clerk Fred Martin

Passed: _____

Approved: _____

Published: _____



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: December 11, 2023

TO: Tim Schloneger, Village Manager

FROM: Matthew Bajor, Assistant to the Village Manager

SUBJECT: Popular Annual Financial Report | 2022 – 2023

The finance team has successfully completed the Village's sixth Popular Annual Financial Report (PAFR) for the fiscal year ending April 30, 2023. Aligned with the Village's commitment to fiscal management and transparency, the PAFR summarizes findings from the Village's Annual Comprehensive Financial Report (audit) document that is easy for residents and others to understand.

This report will be submitted to the Government Finance Officers Association (GFOA) for evaluation and recognition in the Popular Annual Financial Reporting Award Program. The Village has received this award each year since 2018. Recognition through this program qualifies the Village to for the GFOA Triple Crown award, a distinction the Village has received the past three years.

No specific action is required for this agenda item. The report is presented for informational purposes and to gather feedback for future improvements. We thank management and the Village Board for its continued support of the highest financial standards and stewardship to the community, as well as the staff dedicated to supporting this initiative.

Additional information about the Village's finances, including budgets, audits, and other financial reports, can be found at <https://www.algonquin.org/transparency>.

C: Michael Kumbera, Deputy Village Manager/Chief Financial Officer
Amanda Lichtenberger, Deputy Chief Financial Officer



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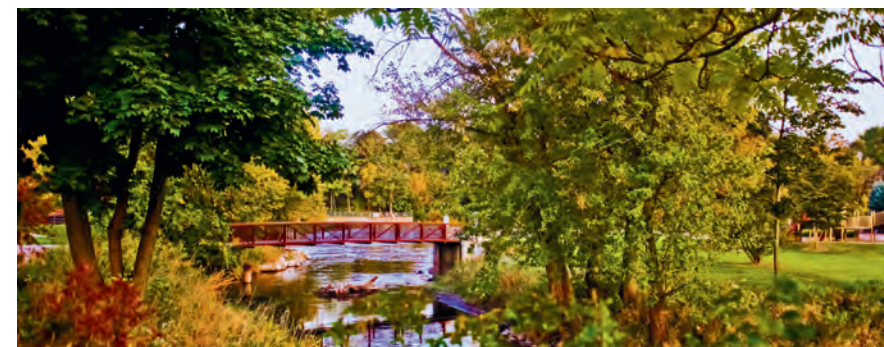
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VILLAGE OF ALGONQUIN, ILLINOIS

POPULAR ANNUAL FINANCIAL REPORT

Fiscal Year Ended April 30, 2023



Mission Statement

The mission of the people of Algonquin is to foster a harmonious, distinctive community with a strong sense of place, preserving its ecological and historical richness, providing a safe and comfortable environment, through a responsible use of community resources, and developing ownership and pride in the community through significant citizen involvement in all civic, social, and cultural affairs.

To this end, we will provide for the needs of today, prepare for the demands of tomorrow, and Remain mindful and respectful of the past.

Our Values

Respect

We are committed to fairness, inclusion, justice, compassion, and equal outcomes for all. We are open-minded and treat all individuals with respect and dignity.

Integrity

We are committed to the highest ideals of honor and integrity in all public and professional relationships.

Innovation

We are committed to a forward-thinking environment that embraces change and supports learning, creativity, calculated risks, and continuous improvement.

Collaboration

We are committed and accountable to organizational success and celebrate our shared dedication to public service.

Stewardship

We are committed to our natural, fiscal, and social resources and will care for such with transparency and openness, further considering how our work will be sustained by future generations.



Photo credit: Roger Nowicke

A Message from our Village President

The Village of Algonquin is excited to share our Popular Annual Financial Report (PAFR) with you. This report gives you a quick overview of our village's financial health and our main goals. The PAFR takes information from our Annual Comprehensive Financial Report and condenses it into a shorter, easy-to-read document. You don't need to be a finance expert to understand it—it's meant for everyone, including our residents and others interested in Algonquin.

As the Village Board, we take our financial responsibilities seriously. We work hard to create policies that are financially responsible and provide good value for our community. This means we aim to meet today's needs while also making smart investments in our operations and infrastructure for a successful future.

If you haven't already, we encourage you to visit our Transparency Portal on our website at www.algonquin.org/transparency. There, you can find detailed information about the village's finances, including our budgets, audits, expenses, reports from the Treasurer, and more. If you have specific questions about these reports, you can contact our Finance staff online at www.algonquin.org/finance or by phone at 847-658-2700.

We're here to keep you informed and make our financial information accessible to everyone.

Sincerely,



Debby Sosine
Village President



Government Finance Officers Association

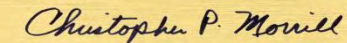
Award for Outstanding Achievement in Popular Annual Financial Reporting

Presented to

**Village of Algonquin
Illinois**

For its Annual Financial Report
For the Fiscal Year Ended

April 30, 2022



Executive Director/CEO

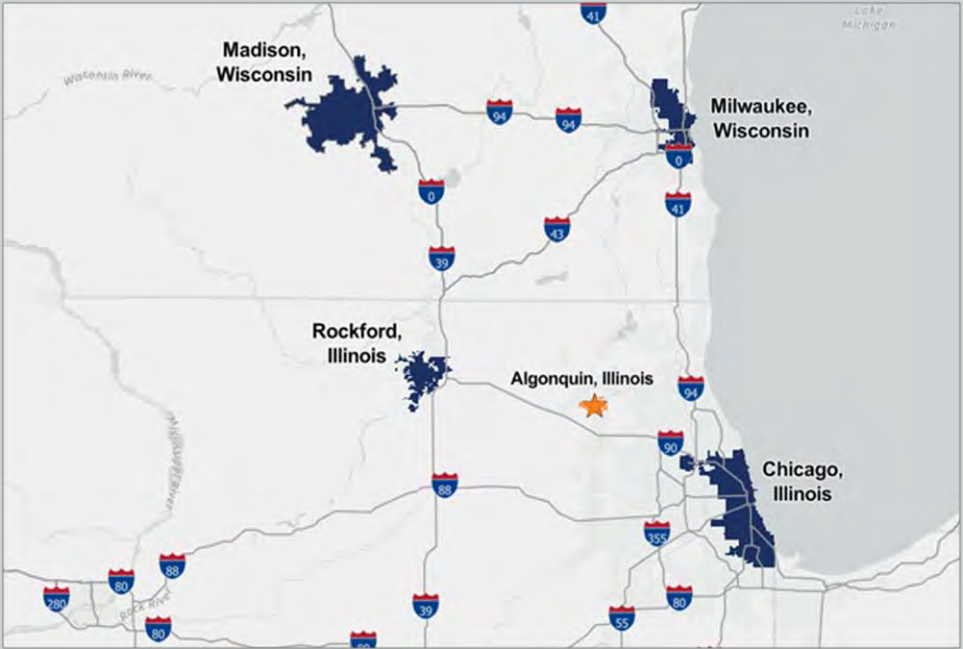
Learn About Our Community

Community Overview

| | |
|---|-------------------|
| Incorporated | February 25, 1890 |
| Government Type | Trustee-Village |
| Land Area | 12.3 square miles |
| Population | 29,700 |
| Households | 11,297 |
| Median Age | 40.9 years |
| Full-time Employees | 144 |
| Median Home Value | \$273,600 |
| Median Household Income | \$115,346 |
| Population with Bachelor’s Degree | 45.0% |
| Unemployment Rate | 3.7% |
| Poverty Rate | 4.8% |

Sources: United States Census Bureau, and Illinois Department of Economic Security, 2018-2022. Village of Algonquin Annual Comprehensive Financial Report 2022-2023.

Convenient Access to Key Regional Economic Centers



Algonquin’s Government

Algonquin is formally organized under the Trustee-Village form of government, and combines the strong political leadership of elected officials with the strong professional experience of an appointed local government administrator. The Board consists of a President, six Trustees, and a Village Clerk, elected at-large to serve overlapping four-year terms.



From left to right: Fred Martin, Village Clerk; Brian Dianis, Village Trustee; Maggie Auger, Village Trustee; Jerry Glogowski, Village Trustee; Debby Sosine, Village President; John Spella, Village Trustee; Laura Brehmer, Village Trustee; and Bob Smith, Village Trustee.

Major Accomplishments & Initiatives

Village staff, following specific goals of the Village Board and Village Manager, have been involved in a variety of projects throughout the year. These reflect the Village’s commitment to ensuring that citizens are provided cost effective and quality services. Some notable items from the fiscal year include:

- Progressed updates to the Village’s Comprehensive Land Use Plan to reflect current market conditions and priorities.
- Completed several capital projects, including Bunker Hill Drive, the Main Street Roundabout and Bike Path, and Dixie Creek Reach 3.
- Secured \$1.0 million in Open Space and Land Acquisition and Development grant funding for the reconstruction of Towne Park and Presidential Park.
- Approved occupancy for two buildings in the first phase of the NorthPoint Development in the Algonquin Corporate Campus.
- Relunched the Ted Spella Leadership School, providing emerging leaders opportunities to learn and expand their community roles.

Statement of Net Position

While the provided Statement of Net Position offers a condensed overview, a more comprehensive breakdown can be found in the Village's Annual Comprehensive Financial Report. This concise summary focuses on total assets and liabilities, providing a high-level comparison with previous years. It serves as a valuable overall indicator of the Village's financial position and trends over the past two years.

The Village's activities are presented in two following categories:

- **Governmental activities:** These are the basic services the Village provides, like administration, police, maintaining streets and parks, and more. These services are mainly funded through property taxes and shared revenues from the state, like state sales and income taxes.
- **Business-type activities:** These involve revenue-generating operations, such as charges for water and sewer utilities, which are funded by the users through fees and charges.

The largest portion of the Village's net position reflects its investment in capital assets such as land, buildings and improvements, vehicles, machinery and equipment, and construction, less any outstanding debt used to acquire those assets. The Village uses these capital assets to provide services to its citizens and these assets are not available for future spending.

Following the Fiscal Year Ended April 30, 2023, the Village's net position increased \$12.3 million, 4 percent, following increases in both current and capital assets. The Village's Statement of Net Position is also impacted by several other transactions.

The total net position for governmental activities experienced an increase of \$5.9 million. Total assets experienced an increase of \$5.1 million, which included \$10.2 million in construction progress. Notable projects completed during the year include High Hill Subdivision and Tunbridge Subdivision improvements, as well as the Snapper's Field playground and Willoughby Farms tennis court replacement projects. However, this growth was offset by a decrease of \$0.6 million in current and other assets, mostly due to a \$2.0 million reduction from a one-time grant received in the previous fiscal year from the American Rescue Plan Act.

Additionally, total net position for business-type activities increased by \$6.4 million. Current and other assets for business-type activities increased \$4.9 million. The increase is attributed largely to receipt of an Illinois Department of Commerce and Economic Opportunity (DCEO) grant for the Wastewater Treatment Plant Phase 6B project. However, this increase was offset by a decrease in capital assets of \$3.5 million. Additional revenue growth during the year contributed to the total change in net position for business-type activities.

Statement of Net Position for the Fiscal Year Ended April 30, 2023

| | 2023 | 2022 |
|---|----------------------|----------------------|
| Assets | | |
| Current and other assets | \$66,967,470 | \$62,618,974 |
| Capital assets, net | 282,033,005 | 279,795,914 |
| Total Assets | \$349,000,475 | \$342,414,888 |
| Deferred Outflow of Resources | | |
| Deferred outflows | \$10,383,045 | \$3,864,573 |
| Total Assets & Deferred Outflows | \$359,383,520 | \$346,279,461 |
| Liabilities | | |
| Current and other liabilities | \$7,192,820 | \$6,759,996 |
| Long-term liabilities | 46,868,240 | 43,101,411 |
| Total Liabilities | \$54,061,060 | \$49,861,407 |
| Deferred Inflows of Resources | | |
| Deferred inflows | \$12,585,200 | \$16,027,561 |
| Total Liabilities & Deferred Inflows | \$66,646,260 | \$65,888,968 |
| Net Position | \$292,737,260 | \$280,390,493 |

The Village experienced an overall increase of \$4.3 million in liabilities during the fiscal year. This rise is attributed to a \$7.3 million increase in governmental activities' total liabilities, primarily driven by the Illinois Municipal Retirement Fund (IMRF) shifting to a net pension liability of \$3.6 million and an additional \$2.6 million increase in the police pension fund's net pension liability. This increase was offset by a decrease in liabilities for Business-type activities by \$3.0 million in other liabilities (accounts payable) and noncurrent liabilities (outstanding debt).

Overall, the Village of Algonquin remains financially strong and stable and current fiscal policies allow us to invest in programs and services that continue to enhance our community.

Statement of Activities

Statement of Activities, often referred to as the Village's income statement, reflects all of the financial activity for the Village during the fiscal year ended April 30, 2023. This statement presents information to show how the Village's net position changed during the year as a result of the financial activity. Over time, increases or decreases in net position may serve as an indicator of whether the Village's financial position is improving or deteriorating. Below is a summarized version of the detailed statement of activities found in the Village's Annual Comprehensive Financial Report.

Statement of Activities for the Fiscal Year Ended April 30, 2023

| | 2023 | 2022 |
|-----------------------------------|----------------------|----------------------|
| Revenues | | |
| Program revenues | \$23,128,125 | \$18,812,968 |
| General revenues | 32,618,010 | 33,259,844 |
| Total Revenues | \$55,746,135 | \$52,072,812 |
| Expenses | | |
| Governmental activities | \$31,426,747 | \$28,380,430 |
| Business-type activities | 11,972,620 | 11,963,331 |
| Total Expenses | \$43,399,367 | \$40,343,761 |
| Changes in Net Position | | |
| Net Position (beginning of year) | \$280,390,493 | \$268,661,442 |
| Change in Net Position | 12,346,768 | 11,729,051 |
| Net Position (end of year) | \$292,737,261 | \$280,390,493 |

The Village's total net position improved over the beginning net position as shown by the Statement of Activities during the fiscal year.

Total revenues increased by \$3.7 million, primarily due to a \$3.3 million grant from the Illinois DCEO for the Waste Water Treatment Plant Phase 6B project. An additional \$0.6 million came from increased charges for services in business-like activities. Governmental activities had modest increases in taxes and intergovernmental contributions but this growth was offset by a one-time grant receipt of \$4.2 million from the American Rescue Act during the previous fiscal year.

Total expenses rose by \$3.0 million, or almost 8 percent, mainly due to government-wide adjustments for capital assets and police pension expenses. Capital infrastructure projects also contributed to the Village's expenses during the year, including the following:

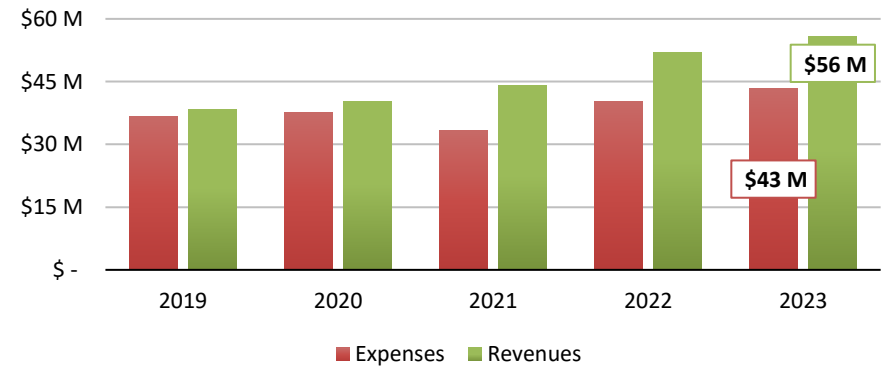
- **High Hill Subdivision Improvements:** \$2.5 million
- **Wastewater Treatment Facility Phase 6B:** \$1.1 million

Moreover, significant investments continued in Old Town Algonquin:

- **Downtown Streetscape Utilities Improvements:** \$5.8 million
- **Downtown Streetscape Bike Trail & Roundabout:** \$2.2 million

A tax increment financing (TIF) district was established in the Old Town Algonquin to help facilitate and finance infrastructure improvements in the area. **A TIF district works by allocating additional property tax revenue resulting from increased property values to support development projects and improvements within the district.** This initiative ultimately led to private redevelopment and increased investment in this beautiful, pedestrian-friendly business district.

Comparing Revenues and Expenses through the Years

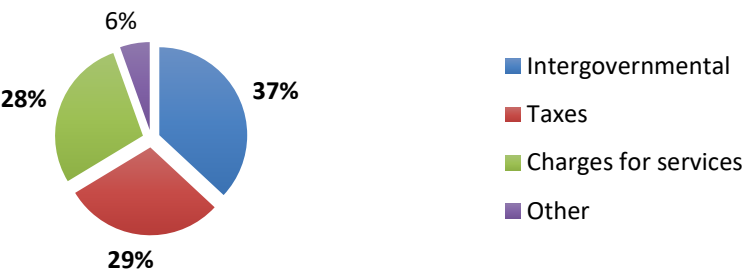


Revenues and expenses have remained stable over the five-year period. While expenses have remained stable, increases in revenues have been seen through the receipt of operating and capital grants, such as funds from the American Rescue Plan Act.

Revenues

The Village Board and management prioritize maintaining long-term financial health by strategically diversifying revenue sources and focusing on key income streams. This approach ensures a stable foundation for community initiatives and sustained financial well-being.

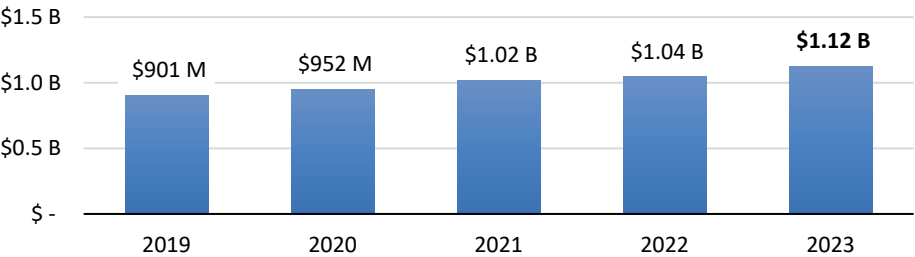
Total Primary Government Revenue by Source



Nearly 95% of the Village's revenue is derived from three primary sources:

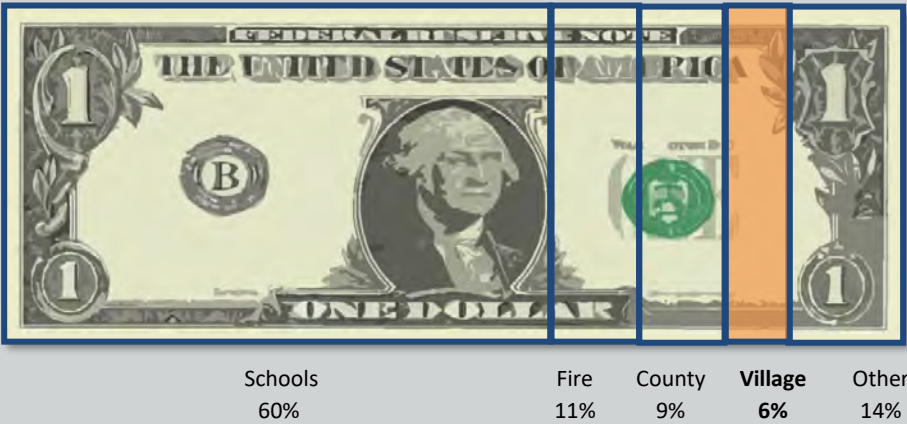
- **Intergovernmental Funds:** state sales and income taxes
- **Local Taxes:** property and home rule sales taxes
- **Charges for Services:** primarily water and sewer utility fees

A History of Algonquin’s Equalized Assessed Valuation



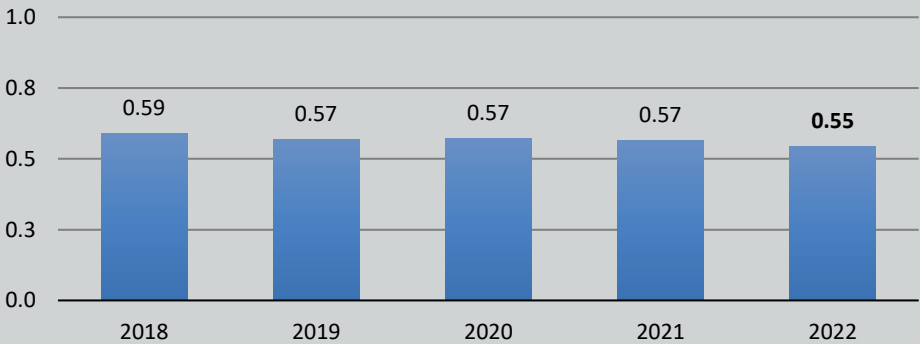
The Village's Equalized Assessed Valuation (EAV), which is a measure of total assessed property values, increased nearly 8% from the year before. **This marks the third consecutive year where the assessed valuation has exceeded \$1.0 billion.**

Breaking Down Property Taxes



Local property tax bills in Algonquin consist of contributions from various taxing bodies. **The Village's share accounts for 6 percent, meaning that for every dollar paid in property tax by residents, the Village receives six cents.** The remaining portion of the property tax bill includes contributions for school districts, fire protection districts, counties, and other taxing bodies like the library districts, townships, conservation districts, and community colleges.

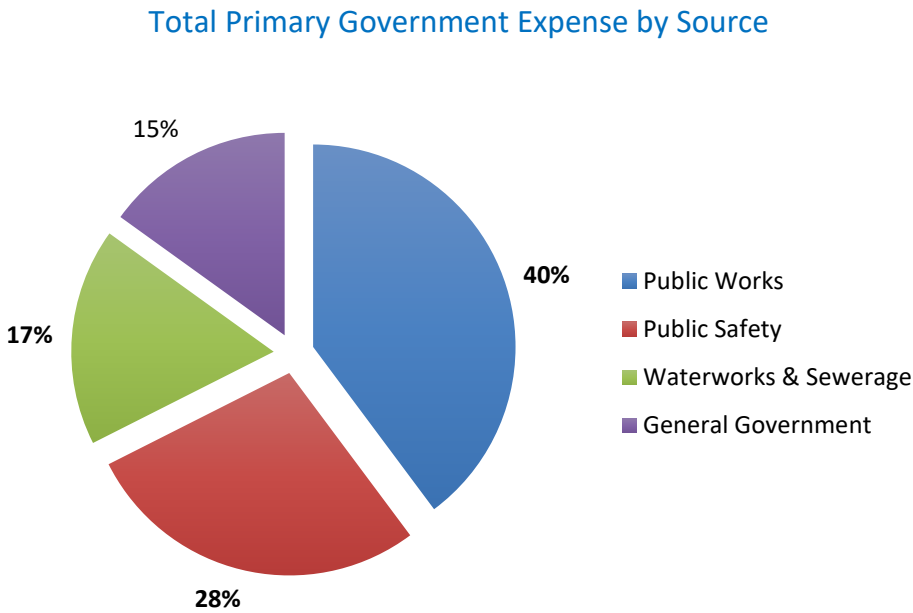
Looking Back at Algonquin’s Historic Tax Rates



Property tax rates have continued to trend downward over the past five years due to recent property tax levy freezes, combined with new construction growth and increases in equalized assessed valuation.

Expenses

The chart below illustrates the uses and percentages of the Village’s expenses across all funds totaling \$43.4 million for the fiscal year ending 2023. **Most of the costs are associated with Public Works (operations, maintenance, and construction) and Public Safety (police)**, while the remaining portion is attributed to Waterworks and Sewerage and General Government (administration).



General Government expenses are incurred by the Village’s administrative departments, including the Village Manager’s Office, Finance, Human Resources, Innovation & Technology, Recreation, Community Development and other non-departmental costs.

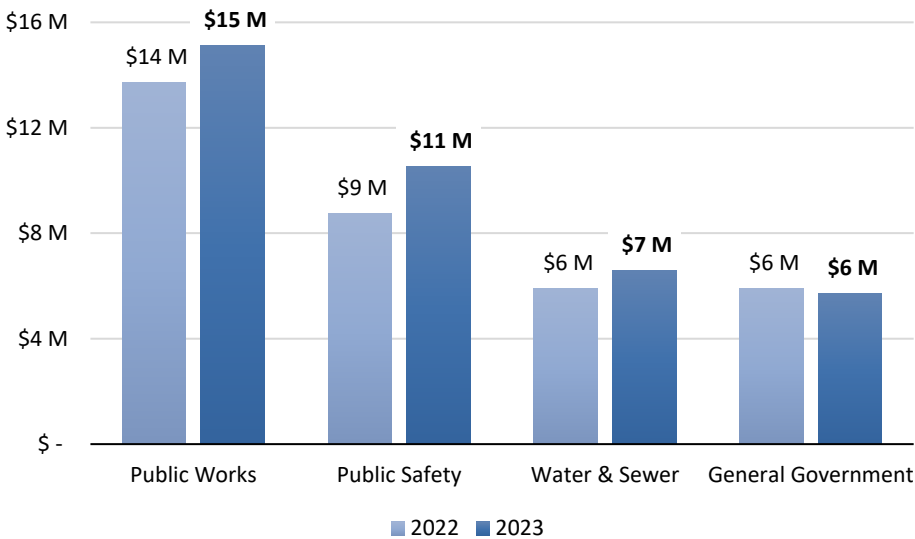
Public Safety expenses are those incurred by the Village to provide police services to the public.

Public Works expenses are related to the design, construction, maintenance, and operation of all roadways, sidewalks, trails, parks, forestry, drainage, and related infrastructure within the Village.

Waterworks and Sewerage expenses are those incurred by the Village to provide:

- Pumping, treatment, and distribution of potable water.
- Sanitary sewer conveyance and treatment of wastewater.

Annual Comparison of Total Primary Government Expenses



The year-to-year comparison of expenses provided above shows increases in various primary government expense categories. Public Works expenses increased mainly due to government-wide adjustments in capital assets and personnel costs, or salaries. Similarly, the growth in Public Safety expenses resulted from increased personnel costs and government-wide adjustments in police pension expenses. Waterworks and Sewerage expenses also saw slight increases in these categories. Government-wide adjustments to capital assets can also be attributed to the decrease in General Government expenses.

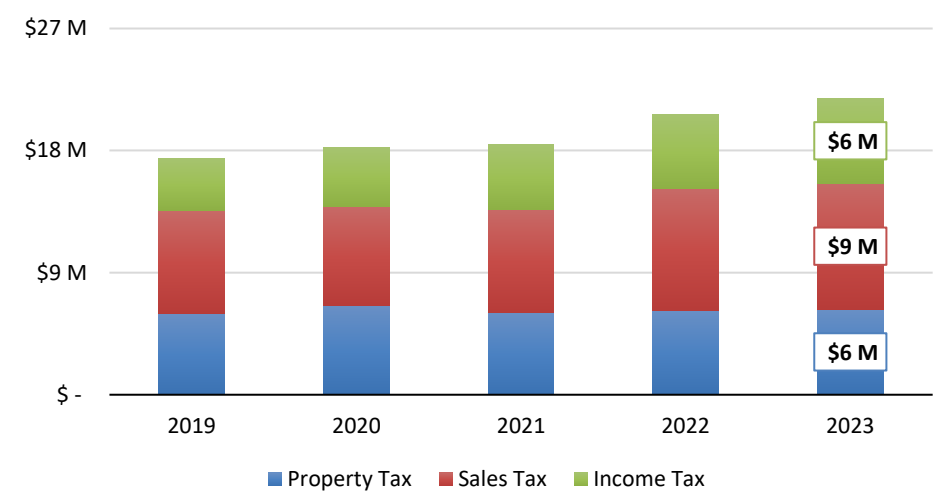
Government-wide changes to capital assets include modifications in how a government entity accounts for these assets, involving adjustments to valuation methods, accounting standards, or corrections of errors. **The purpose of these adjustments is to ensure accurate financial reporting reflecting the government's financial position and performance.**

Revenue and Expense Trends

Revenue Trends

The General Fund, which serves as the Village’s primary checking account to fund day-to-day operations, is composed of several sources of revenue (or income). Similar to a typical household, there are three revenue streams that account for majority of the Village’s overall revenue. This includes sales tax, property tax, and income tax. These revenue sources account for nearly 85 percent of General Fund revenue.

Annual General Fund Revenue by Source

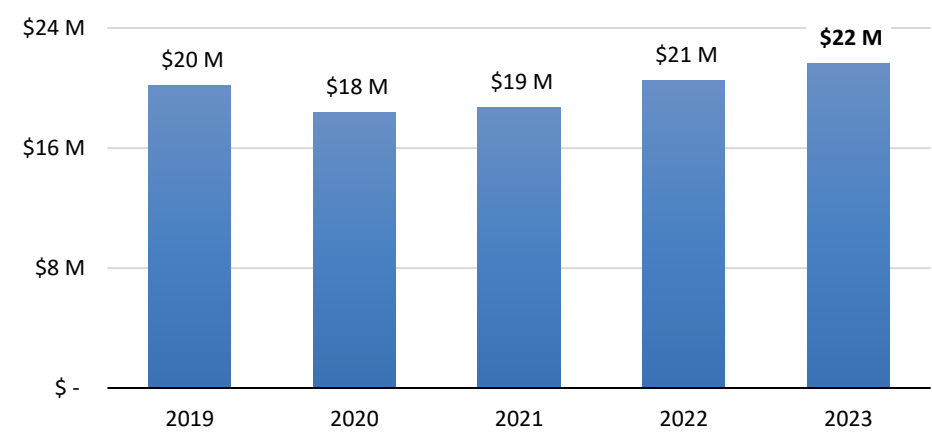


In the five-year period shown above, the three major revenue sources in aggregate are increasing, with annual revenue receipts of approximately \$21.9 million in 2023. Sales tax, the largest of the three revenue sources, increased 4 percent from the previous year. The increase in sales tax can be attributed to continuation of the Leveling the Playing Field for Illinois Retail Act, which captures sales tax from remote retail transactions. Property taxes have remained flat; however, the property tax has increased slightly due to new growth during the year. For the second consecutive year, Income tax receipts increased 14 percent when compared to the previous year.

Expense Trends

During the fiscal year, the Village expended \$21.6 million from the General Fund, which excludes transfers to other funds. **Of this total, approximately \$10.8 million (50 percent) was allocated toward police and public safety operations.** Public Works was the next largest operating expense category in the General Fund, which expended approximately \$5.3 million for day-to-day maintenance operations in the Village.

Historic Total General Fund Expenditures



Over the depicted five-year span, annual General Fund expenses (excluding transfers) have risen by nearly 10 percent up to 2023. The increases were notable in Public Works (\$0.7 million) and General Government (\$0.1 million) due to government-wide adjustments in capital assets compared to the previous year. Additionally, Public Safety expenses rose by \$0.5 million due to increases in personnel costs and adjustments in police pension expenses.

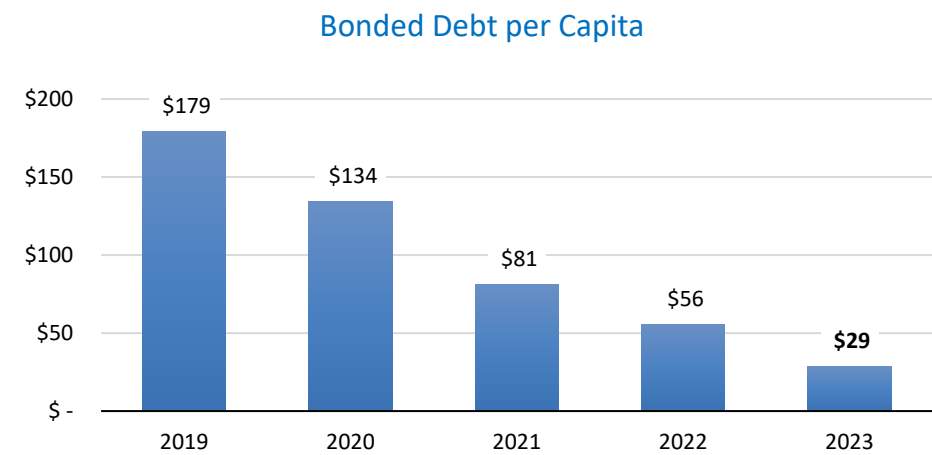
Personnel expenses, encompassing salaries, health insurance, pension, social security/Medicare, etc., constitute the largest expenditure category in the General Fund, comprising approximately 46 percent of overall expenditures. Personnel expenses in the General Fund had an increase of \$1.1 million, or 9 percent, from the previous year, primarily driven by planned salary increases and additional staffing.

Outstanding Debt

As of April 30, 2023, the Village held a cumulative long-term outstanding debt of \$26.1 million, with \$1.9 million becoming due within the upcoming year. The long-term debt of the Village is attributed to general obligation bonds, low-interest loans secured through the Illinois Department of Environmental Protection (IEPA), and other long-term liabilities.

General Obligation Bonds

The Village uses general obligation bonds to fund important projects, like improving facilities, with the promise of full support from the Village's credit. These bonds are paid back from both governmental and business-type funds. Specifically, the Wastewater Treatment Facility expansion debt (Bond Series 2013) is repaid using revenues from water and sewer utilities, and this bond series is expected to be fully paid off by April 1, 2025.

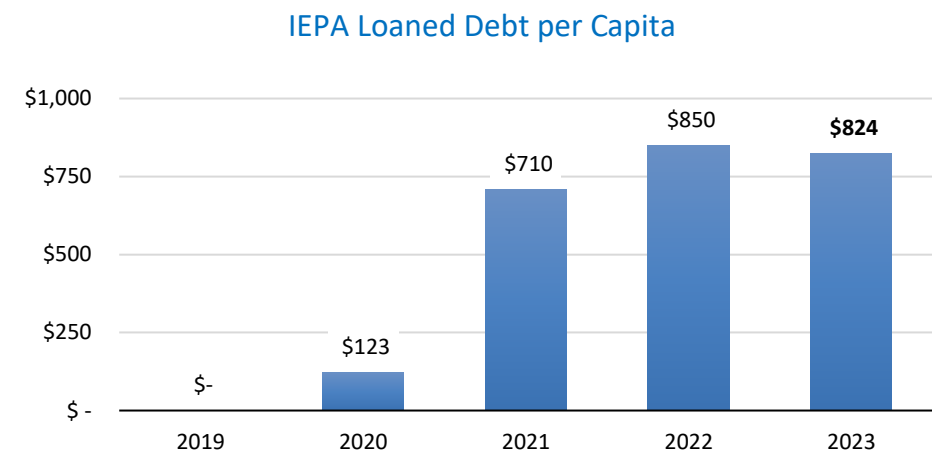


The graphic above displays the Village's bonded debt per capita for Bond Series 2013. The level of debt per capita is a good measure of a government's ability to pay its debt service costs through its current levels of tax revenue. The lower the level, the greater capacity the government has. **The Village's bonded debt per capita has decreased 84 percent in the five-year period shown** and will continue this trend as the Village continues to pay off its debt service.

The Village consistently maintains an outstanding "AAA" rating from Standard & Poor's rating service for its general obligation bonds. **The AAA rating is the highest possible rating the agency provides, and indicates a minimal risk to investors and achieves cost-savings to the Village via lower interest rates.** Achieving this financial success is a result of the Village Board's commitment to smart financial management, including efforts to diversify revenue sources and maintain strong reserves in the General Fund.

Illinois Environmental Protection Agency (IEPA) Loans

During recent fiscal years, the Village obtained funding for capital improvements through the IEPA low-interest loan program. These capital projects include additional improvements to the Wastewater Treatment Facility and other water and sewer improvements.



An increase in the Village's loaned debt per capita for the IEPA loans has resulted from the loans acquired for these capital improvements. However, loaned debt per capital has started to decrease as repayment continues. The payable balances on the debt service for all three loans as of April 30, 2023 totaled \$24.5 million. **By obtaining the loans, the Village can spread out the expenses of the capital improvements across an extended period of time.** By distributing the costs of capital improvements, the Village can effectively handle additional financial commitments and undertake further capital projects as necessary.

About the Popular Annual Financial Report

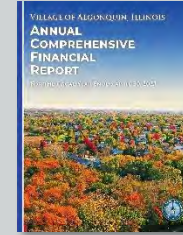
We are proud to present the Village of Algonquin Popular Annual Financial Report (PAFR) for the fiscal year ended April 30, 2023. The purpose of the PAFR is to provide a user-friendly summary of the financial position of the Village of Algonquin and other interesting information for citizens who want a better understanding of the Village's finances. The financial information in the PAFR is taken from the Village's Annual Comprehensive Financial Report (annual report or audit). The annual report outlines the Village's financial position and operating activities each fiscal year presented in conformity with generally accepted accounting principles (GAAP) and includes financial statements audited by Sikich, LLP, an independent firm of certified public accountants. The auditors' report concluded that the financial statements fairly reflect the financial condition of the Village in all material respects.

While the numbers in the PAFR come from an audited source, they are presented in a summarized, unaudited non-GAAP format that is more accessible to the public. Citizens who wish to review the audited, GAAP-based, full disclosure financial statements can refer to the Village's annual report available on the Village's website at www.algonquin.org/transparency or contact the Village at 2200 Harnish Drive, Algonquin, IL 60102. For more information, please contact Michael Kumbera, Deputy Village Manager/Chief Financial Officer, at michaelkumbera@algonquin.org or Amanda Lichtenberger, Deputy Chief Financial Officer, at AmandaLichtenberger@algonquin.org.



During the past fiscal year, significant progress was made on the NorthPoint Development, a \$152 million development spanning 148 acres in the Algonquin Corporate Campus.

Learn More About Algonquin



If you want to explore more about the Village, you can access these documents and others like Treasurer's reports, water quality reports, interactive data dashboards, and much more online at www.algonquin.org/transparency.

Connect with Us Online via...

Village Website

At the Village website, www.algonquin.org, visitors may...

- Make payments for building permits, municipal citations, and water and sewer utility bills.
- Review official documents, including budgets, audits, plans, and community surveys.
- Access meeting agendas and minutes for the Village Board, Committee of the Whole, and Village commissions.
- Submit materials for permit applications and Freedom of Information Records Request forms.

Algonquin e-News

Subscribe to the Algonquin e-News for monthly updates from the Village at www.algonquin.org/e-news.

Social Media





VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: December 12, 2023

TO: Tim Schloneger, Village Manager




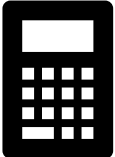
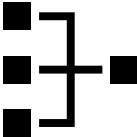
FROM: Michael Kumbera, Deputy Village Manager/Chief Financial Officer
Kevin Crook, Chief Innovation Officer
Katie Gock, Recreation Superintendent
Amanda Lichtenberger, Deputy Chief Financial Officer

SUBJECT: Tyler Technologies Enterprise Resource Planning (ERP) Expansion

The Village's current park and recreation software provider R.C. Systems has notified the Village that they have been acquired and will be discontinuing their current software solution that we have used for the past 15 years. This software manages the program registrations and park/facility rentals. Accordingly, **a multidisciplinary staff team has evaluated potential successor solutions in an attempt to streamline operations, eliminate redundancies, and enhance the overall customer experience.**

Existing Conditions

While the immediate need is a viable replacement software for our park and recreation services, provided the duration that a software system will exist in our organization (10+ years) along with the major customer and employee disruption of a new software system, it is appropriate to look more holistically at our technology delivery to determine if we can improve the entire process versus a small subset of it. Below are some basic highlights of our existing technology systems:

| | | | | |
|--|---|---|--|---|
|  |  |  |  |  |
| 6 | 0 | 3 | 7 | 6 |
| Login accounts are required for residents to do business with the Village of Algonquin | Number of transactions customers can perform with credit cards at the Pool facility | Number of entries to enter a credit card transaction at the counter | Processes for accounting of resident payments | Systems to be eliminated by consolidating to ERP system |

From this analysis, there are certainly some areas for improvement, both from a customer experience and operational perspective. The root cause for deficiencies for both customers and operations derives from fragmented systems that create a multitude of non-value-added steps (i.e. activities that a customer is not willing to pay for), including:

- Searching for Information
- Processing Mistakes
- Waiting for Information
- Correcting Payment/Data Errors
- Subsidiary Processes
- Checking Work

Provided this review, **the recommended solution is Tyler Technologies' Park and Recreation software suite** built on the Village's existing Enterprise Resource Planning (ERP) platform Tyler Technologies MUNIS.

Features and Improvements

Whereas Village staff employed in the public works and public safety areas rely on available and modern vehicles, tools, and equipment to provide service delivery, those staff employed in the general government areas (including recreation, finance, human resources, planning, etc.) rely more heavily on software systems and technology as the primary means of providing service to the community. Below are some of the primary features and benefits of this software solution:

1. ***Building Staff Capacity/Cost-Savings:*** The major benefit internal of this product is the ability to remove non-value-added steps in the administration of park rentals and program registrations, primarily by consolidating systems and eliminating redundancies. **Conservatively, we project an annual working hour savings of 636 hours or a current dollar equivalent of \$27,350 per year.**
2. ***System Streamlining/Elimination:*** As previously stated, with the addition of the Tyler Technologies Parks and Recreation Software, the Village is projected to be able to consolidate and eliminate up to six (6) disparate systems.
3. ***Cybersecurity/Disaster Recovery:*** This product is being sourced as a software as a service (SAAS) solution where it will be cloud-based and hosted off-premises. This model transfers risk to the provider and also provides the Village with improved system resiliency in the event of a failure (either malicious or force majeure). Additionally, by consolidating systems, we reduce our overall risk exposure and burden on our technology staff.
4. ***Internal Workflow:*** The Village's ERP platform currently provides robust workflow and notification automation. For the parks and recreation application, this has several benefits to ensure timely and accurate communication for park and facility rentals as well as notifications to our program instructors. Currently, this is done separately and manually via e-mail.
5. ***Customer Experience:*** Not only does this new product address several internal operations issues, we can make several enhancements directly to the customer:
 - a. **Improved Mobile Interface:** The new system provides a mobile-friendly responsive design that is intuitive and meets current ADA web accessibility standards. While our current solution does offer web registration, it does fall short on the mobile end with many users either finishing registration on a non-mobile device or abandoning their shopping cart altogether and we miss the transaction. Web registrations comprised 73 percent of all recreation registrations, with growing demand on mobile.
 - b. **Single User Login:** With the addition of Tyler Technologies Parks and Recreation software and the planned future development of the online permits

and utility billing interfaces in FY25, the Village will be in the position to offer single logins for customers, thus easing the migration to the new platform for users.

- c. Credit Card Availability at All Facilities: With a new streamlined solution and the rollout of the Tyler Technologies Cashiering product, we will be able to offer point-of-sale credit card payments at all Village facilities, including the swimming pool. Future scalability may include making multiple transactions at decentralized facilities (i.e. pay for pool admission, pay a water bill, and register for a recreation class).

Cost and Schedule

The attached not-to-exceed quote includes both the one-time setup costs and the year-one recurring maintenance costs. As a reminder, this solution is a cloud-based system hosted off-site and Village staff does not have the burden of the physical hosting and maintenance of the servers, software, and connectivity, which the vendor will perform. The costs for this arrangement are captured in both the one-time and recurring fees itemized below:

| | |
|---------------------------------------|------------------|
| One-Time Fees | |
| Parks and Recreation Module Licensing | \$65,000 |
| Project Management (16 hours) | \$2,800 |
| Remote Implementation (104 hours) | \$18,200 |
| One-Time Fees Subtotal | \$86,600 |
| Recurring Fees | |
| Disaster Recovery Service | \$3,280 |
| System Management Services Contract | \$3,280 |
| Year One Maintenance | \$13,120 |
| Recurring Fees Subtotal | \$19,680 |
| TOTAL PROJECT COST | \$106,280 |

Shifting to schedule, the most suitable time of the year to dedicate to a software implementation for the Recreation staff would be January through April. This is before the peak programming season of summer and peak special events season in fall/early winter. Tyler Technologies does have an immediate opening to accommodate the Village's preferred schedule and staff recommends that we advance this FY25 project to begin in the current fiscal year (FY24). Better-than-expected revenue performance in the General Fund in FY24 may be utilized to finance the portion of this project that falls within the current year via a budget amendment.

Recommendation:

Staff recommends the Committee of the Whole forward this item to the Village Board for approval by resolution at their meeting on January 2.



Quoted By: Joe Parent
 Quote Expiration: 03/29/24
 Quote Name: Village of Algonquin Tyler Parks & Recreation
 Quote Description: Parks & Recreation

Sales Quotation For:

Village of Algonquin
 2200 Harnish Dr
 Algonquin IL 60102-5995

Tyler License Fees and Related Services

| Description | Qty | License | Hours | Module Total | Year One Maintenance |
|----------------------|-----|---------------------|------------|---------------------|----------------------|
| Civic Services | | | | | |
| Parks and Recreation | 1 | \$ 65,600.00 | 104 | \$ 65,600.00 | \$ 13,120.00 |
| TOTAL | | \$ 65,600.00 | 104 | \$ 65,600.00 | \$ 13,120.00 |

Tyler Annual Services

| Description | QTY | Imp. Hours | Annual Fee |
|-------------------------------------|-----|------------|--------------------|
| Recurring Services | | | |
| Disaster Recovery Service | 1 | 0 | \$ 3,280.00 |
| System Management Services Contract | 1 | 0 | \$ 3,280.00 |
| TOTAL: | | 0 | \$ 6,560.00 |

Professional Services

| Description | Quantity | Unit Price | Ext Discount | Extended Price | Maintenance |
|--------------------|--------------|------------|--------------|----------------|-------------|
| Project Management | 16 | \$ 175.00 | \$ 0.00 | \$ 2,800.00 | \$ 0.00 |
| 2023-439284-B2S5Z2 | CONFIDENTIAL | | | | Page 1 |

| | | | | | |
|-----------------------|-----|-----------|---------|---------------------|----------------|
| Remote Implementation | 104 | \$ 175.00 | \$ 0.00 | \$ 18,200.00 | \$ 0.00 |
| TOTAL | | | | \$ 21,000.00 | \$ 0.00 |

| Summary | One Time Fees | Recurring Fees |
|--|----------------------|-----------------------|
| Total Tyler License Fees | \$ 65,600.00 | \$ 13,120.00 |
| Total SaaS | \$ 0.00 | \$ 0.00 |
| Total Tyler Services | \$ 21,000.00 | \$ 6,560.00 |
| Total Third-Party Hardware, Software, Services | \$ 0.00 | \$ 0.00 |
| Summary Total | \$ 86,600.00 | \$ 19,680.00 |
| Contract Total | \$ 106,280.00 | |

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Tyler's Disaster Recovery Service is calculated at 25% of the Enterprise ERP annual maintenance. There is a \$5,000 minimum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live Enterprise ERP database and excludes all test and training databases. Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will be provided in accordance with the terms of service for Disaster Recovery Services found here: <https://www.tylertech.com/terms/disaster-recovery-terms-of-service>.

Tyler's System Management Services is calculated at 25% of the Enterprise ERP annual maintenance. There is a \$2,500 minimum annual fee. Systems Management Services are invoiced when you sign this sales quotation and are provided in accordance with the terms of service for Tyler Systems Management found here: <https://www.tylertech.com/terms/tyler-systems-management-terms-of-service>.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: 12/8/2023

TO: Tim Schloneger, Village Manager

CC: Nadim Badran, Public Works Director

FROM: Vince Kilcullen, General Services Superintendent
Mike Reif, Internal Services Supervisor

SUBJECT: Items to be Deemed Surplus

Unit #: 812

Year: 2011

Make: Dodge

Model: Ram 5500

ID/VIN: 3D6WU7EL2BG593704

Description: 1Ton dump truck past its useful life. Dump box very rusty and in need of repair.



Unit #: 513,513SPL,513SAL

Year: 2011

Make: Ford

Model: F-450

ID/VIN: 1FDUF4HT5BEA80743

Description: Retired plow truck with plow and salt spreader. Replaced with new more efficient unit.



Unit #: 815

Year: 2012

Make: Dodge

Model: Ram2500

ID/VIN: 3C6TD5H23CG283555

Description: Pick up with 80900 miles, beyond its useful life very rusty.



Unit #: 685
Year: 2012
Make: Kubota
Model: ZD331LP
ID/VIN: 36661

Description: 11-year-old mower. Replaced with Toro Ground master that can plow sidewalks in winter and mow in summer.



Unit #: 686
Year: 2012
Make: Kubota
Model: ZD331LP
ID/VIN: 36743

Description: 11-year-old mower. Replaced with Toro Ground master that can plow sidewalks in winter and mow in summer.



Unit #: 632

Description: Homemade machine used to be used to smooth ice rinks. No longer used needs repair.



Unit #: 5PW01

Year: 2000

Make: North star

Model: 15730E

ID/VIN: 08071514

Description: Old pressure washer Needs Repairs.



Unit #: 6MOE4

Year: 2010

Make: Honda

Model: HRR2169VKA

ID/VIN: MZCG-9180582

Description: Push mower needs repairs



Unit #: 6PW03
Year: 2019
Make: Cub-Cadet
Model: 26A-BPH3710
ID/VIN: 1K066H02216
Description: Pressure washer needs new pump



Unit #: 6PW02
Year: 2007
Make: AQUA-STF
Model: 11300HR
ID/VIN: 109591
Description: old pressure washer needs repairs.



Unit #: 9BP02
Year: 2012
Make: Stihl
Model: GR600
ID/VIN: 289697743
Description: Needs repairs



Make: Tramont

Description: fuel tank removed from generator.



Make: Brindly-Hardy

Model: PRC-241BH

ID/VIN: 18125088

Description: lawn roller no longer used.



Year: 2005

Make: Robinair

Model: 34134Z

ID/VIN: 114375

Description: Old Vehicle A/C machine. Replace with new machine for new refrigerant type.



Description: Retired police radios, chargers and batteries.



Description: 3 shelf cart no longer needed.



Make: Norstar

Model: stool

Description: 4 shop stools replaced with chairs.



Description: Lot of plastic trash cans.



Description: Trash can from downtown.no longer used.



Description: Trailer ramp no longer used.



Make: Snap On

Model: Modis

Description: Old Automotive scan tool. Replaced with newer model.





VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: December 19, 2023

TO: Tim Schloneger, Village Manager

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

SUBJECT: Retroactive Approval for Bike Path Connection and ADA Sidewalk Ramps at Algonquin Road and Frank Road Intersection

This item is a request for retroactive approval of the completion of the bike path connection and ADA sidewalk ramps at the intersection of Algonquin Road and Frank Road. The initial approval for this project, granted at the Village Manager level, was \$26,300 with Martam Construction. However, due to unforeseen necessary adjustments, including the extension of path replacement limits to meet ADA standards and additional curbing to flatten the slope to the County's elevated traffic signal controller, the final cost for the project amounted to \$38,352.00. Additional labor hours, material costs, and coordination with McHenry County resulted in the increased costs but were also necessary.

This project was initiated following Pulte's request to pay \$20,000 to the Village in lieu of constructing the path connection and ADA sidewalk ramps, as outlined in the development agreement. With this payment, the responsibility for completing the work fell upon the Village. Several factors, including overhead utilities and coordination with the County's Flashing Yellow Traffic Signal Installation project, led to delays in the project timeline.

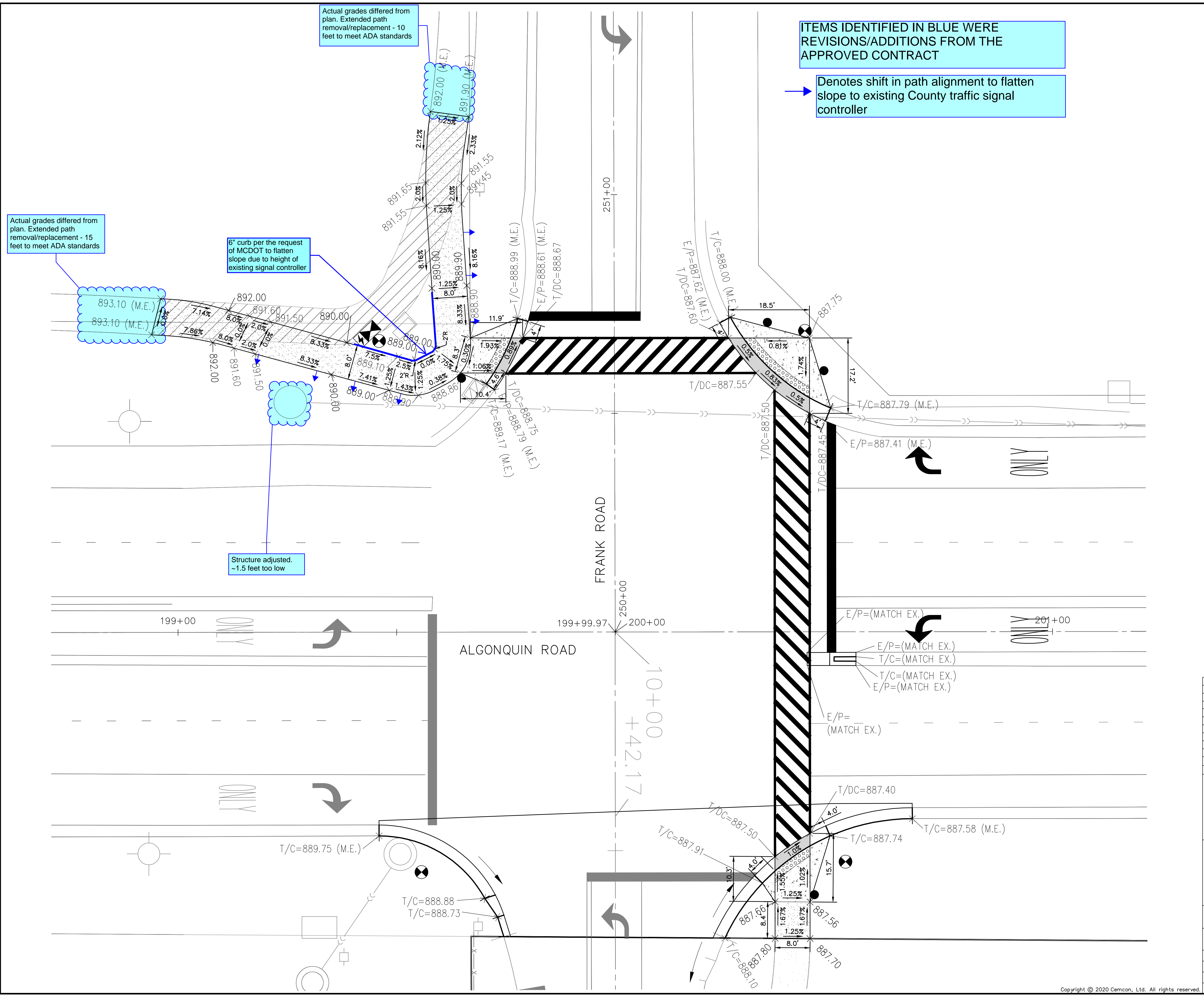
To control costs, collaboration with Pulte, Martam Construction, and Public Works Staff resulted in significant savings:

- Pulte agreed to cover the costs of excess excavation and provide a final destination of excavated material, leading to savings on trucking/hauling and dump fees.
- Pulte committed to completing final grading and landscape restoration.
- Public Works supplied and operated asphalt paving equipment, eliminating the need for Martam to hire a paving subcontractor.

Martam Construction submitted a proposal for \$26,300, within the Village Manager's sign-off authority. Staff moved this project forward this fall due to unpredictable weather and avoid additional costs due to cold weather protection. The \$20,000 donation from Pulte has been received and will be put toward the cost of these improvements. Additionally, unused funds in the Street Improvement Fund are available to cover the remaining project costs.

The collaborative efforts to minimize costs, combined with available funds and community expectations, warrant retroactive approval for the total project cost of \$38,352.00, with a net cost of \$18,352 after factoring in the payment from Pulte. Public Works staff recommends the Committee of the Whole move this item forward to the Village Board for approval.

PLOT FILE CREATED: 3/20/2021 1:18 PM BY LESLIE LUNDBERG DRAWING LAST SAVED: 3/20/2021 1:17 PM BY LESLIE LUNDBERG DRAWING PATH: P:\402136\DWG\ENVS\DRAWINGS\FINAL\DRAWING\ALGONQUIN RD\AR ADARMP.DWG





General Contractors & Engineers

1200 Gasket Drive, Elgin, Illinois 60120

Phone: (847) 608-6800

Fax: (847) 608-6804

FINAL INVOICE FOR PAYMENT

INVOICE #: #####

DATE: 12/01/23

SUBMIT INVOICE TO:

Village of Algonquin - Public Works

110 Meyer Drive

Algonquin, IL 60102

ATTN: Cliff Ganek

CUSTOMER #: 1123

OWNER: Village of Algonquin Public Works

CONTRACT #: 0

SITE LOCATION: Miscellaneous Work

PAY ESTIMATE #: EX-003 through EX-010

PLEASE REMIT PAYMENT TO:

Martam Construction, Inc.

1200 Gasket Drive

Elgin, IL 60120

MARTAM JOB #: 1455

TOTAL WORK COMPLETED: \$ 38,352.83

0 % LESS RETAINAGE: \$ -

LESS PREVIOUSLY INVOICED: \$ -

TOTAL AMOUNT DUE: \$ 38,352.00

As a condition of our financing agreement with several lending institutions, we are REQUIRED TO PLACE LIENS on all property covered by invoices unpaid sixty (60) days from the invoice date. A service charge of 2% per month will be added to accounts over 30 days old. This is an annual percentage rate of 24%.

[illegible]

Attn: CLIFF GANEK

OWNER SIGNATURE 9-2-23 DATE

Tim Schlenger Village Manager

1200 Gasket Drive / Elgin, IL 60120
Phone: (847) 608-6800 / Fax: (847) 608-6804



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: December 14th 2023

TO: Tim Schloneger, Village Manager

FROM: Brad Andresen, Village Ecologist/Horticulturist

SUBJECT: Spring 2024 Prescribed Burns

Attached you will find a copy of a proposal with Baxter & Woodman Natural Resources for the 2024 spring prescribed burns.

We contacted four contractors and received 3 quotes for completing the work:

| Village of Algonquin: Spring 2024 Prescribed Burn RFQ Results | |
|---|-------------|
| Company | Total Cost |
| Baxter and Woodman Natural Resources | \$36,800.00 |
| Cardinal State LLC | \$39,930.00 |
| RES | \$59,400.00 |
| ENCAP | No Bid |

We request approval for this contract during the winter months so that the contractor has sufficient time to apply for the required IEPA open burn permits.

Prescribed burns are an essential tool for the effective maintenance of our restored natural areas within the Village. A safe, well timed, and expertly executed prescribed burn is not only a cost-effective method to control un-desirable plant species, but it also provides the native plants a jump start on growth by returning nutrients to the soil and clearing dead vegetation from the sites.

We recommend to approve Baxter and Woodman's proposal. They have completed multiple large restoration projects for the Village within the past three years and performed the spring 2023 prescribed burns for the Village of Algonquin. Funding for this work will come out of the Natural Area Drainage fund.

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 prescribed burning services for the 2024 prescribed burn project to Baxter and Woodman Natural Resources for \$36,800.00.

VILLAGE OF ALGONQUIN PURCHASE ORDER - VENDOR (Services) Baxter and Woodman Final

Effective Date: 02/01/2024

The Owner and Vendor enter into this Purchase Order Agreement as of the Effective Date set forth above and mutually agree to all the provisions of this Purchase Order, its Terms and Conditions and all attached Schedules. **The Agreement between the parties consists of: This Purchase Order and the attached Terms and Conditions; Schedule A – Scope of Work/Services; Schedule B – Contract Price; Schedule C – Insurance.** No additional or contrary terms stated in the Vendor's acknowledgment or other response shall be deemed a part of this Agreement.

| | |
|---|--|
| Project: Spring 2024 Prescribed Burn Services | Location: 16 sites within Algonquin |
| Originating Department: Village of Algonquin Public Works | |
| Owner | Vendor |
| Name : Village of Algonquin Address: 2200 Harnish Drive Algonquin, IL 60102 Contact: Brad Andresen Phone: 847-658-1488 Email: bradleyandresen@algonquin.org | Name: Baxter and Woodman Natural Resources Address: 8678 Ridgefield Rd Crystal Lake, IL 60012 Contact: Lane Linnenkohl Phone: (815) 459-1260 Email: llinenkohl@baxterwoodman.com |

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

COST OF WORK: The Contract Price of the Work under this Agreement is:

X Price as set forth in Schedule B

| UNIT PRICE | UNIT OF MEASURE | DESCRIPTION/ITEMS | CONTRACT SUM EXTENSION |
|------------|-----------------|----------------------|---------------------------|
| 1 | | Total Contract Value | \$36,800.00 |

TERM/COMPLETION DATE: The effective date of this Agreement shall be as stated at the top of this page. The substantial completion date is April 30th, 2023.

ACCEPTANCE OF AGREEMENT: The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

VENDOR:**VILLAGE OF ALGONQUIN**

By: _____
Representative of Vendor authorized to
execute Purchase Order Agreement

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

TERMS AND CONDITIONS

1. **Acceptance of Agreement:** Acceptance of this Agreement is expressly limited to the terms hereof, and in the event that Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Agreement may be accepted by the commencement of any Work hereunder, and in any event, shall be deemed accepted in its entirety by Vendor unless the Owner is notified to the contrary within ten (10) days from its date of issue.

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

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

4. **Safety:** Insofar as jobsite safety is concerned, the Vendor is solely responsible for its own and its employees' activities in the performance of the Work/Services under this Agreement, including on the jobsite, but this shall not be construed to relieve the Owner or any of the Owner's contractors (or their subcontractors) from their responsibilities for maintaining a safe jobsite. The Owner shall have no responsibility for Vendor's, or Vendor's subcontractors', methods of work performance, superintendence, sequencing, or safety in, on or about the jobsite.

5. **Extras and Change Orders:** No claim by Vendor that any instructions, by drawing or otherwise, constitute a change in Vendor's performance hereunder, for which Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Vendor shall have received a written change order or amendment to this Agreement authorizing such performance signed on behalf of the Owner by a person having actual authority to do so.

6. **Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.

7. **Term:** Unless otherwise terminated pursuant to the provisions of this Agreement, the term of this Agreement shall be for the Term shown on the front of the Agreement, if any, or upon completion of both Parties' obligations under this Agreement, except that any indemnity and warranty obligations shall survive the termination of this Agreement. This Agreement may be extended only upon the mutual written consent of the Parties.

8. **Payment:** The Owner will make partial payments to the Vendor in accordance with **Schedule B** for services performed by the Vendor. Provided, however, in no event shall the Owner be obligated to pay Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Vendor shall invoice Owner monthly in the amount(s) and at the rate(s) set forth in the attached Schedule B. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Agreement shall be paid by the Owner to Vendor within 30 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner. This project is tax exempt; the Village's tax-exempt number is **E 9995 0855 05**. To the extent the terms of this paragraph differs from the terms of Schedule B, the terms of Schedule B take precedence.

9. **Vendor Standard of Care:** Vendor shall perform the Services with the care and skill ordinarily used by members of the Vendor's profession practicing under similar circumstances at the same time and in the same locality. All Services performed by Vendor pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations. In addition to any warranties specified in the Scope of Work in Schedule A, Vendor shall transfer all product warranties to the Owner along with all documentation issued by the manufacturer for any goods to be provided under this Agreement. Vendor warrants that the title to the goods to be provided under this Agreement is good and its transfer is rightful. The Vendor expressly warrants that all goods shall be merchantable and that, in addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship and design.

10. Insurance:

10.1 Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its insurance policies except workers compensation for Vendor operations under this Agreement. Liability insurance limits shall be in any such amounts and include such coverages as set forth on **Schedule C (Insurance Requirements)** attached to this Agreement. Vendor shall furnish the Owner with a certificate of insurance and such other required documentation (including, but not limited to, a copy of all or part of the policy if request by the Village) at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Owner deems necessary to establish compliance with this provision.

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

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

11. Indemnity:

11.1 Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, 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") including the death of, persons and/or damage to property, caused by the negligent acts or omissions of Vendor, or those working at Vendor's direction.

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

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

12. Termination: Force Majeure: In the event of a termination pursuant to the terms of this Agreement, Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Vendor be entitled to any additional compensation or damages in connection with a termination hereunder. Provided, neither party shall be liable to the other for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes, Acts of God.

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

14. Compliance With Laws: During the performance hereunder, Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois along with all local laws applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Vendor's compliance with any Laws or Regulations. Unless otherwise specifically provided in this Agreement, Vendor shall comply with Laws or Regulations directly regulating Vendor Services and the Owner shall comply with all Laws or Regulations imposed upon it. In the event that, after the date hereof, (i) a change in Federal, State, or local law or ordinance; (ii) orders or judgments of any Federal, State or local court, administrative agency or governmental body; or (iii) a change in permit conditions or requirements increases Vendor's cost of performance hereunder, Vendor shall be entitled to compensation for such documented increased costs, but no profit thereon.

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

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

17. Tobacco Use: Vendor, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on any Village property, both indoors and outdoors, in Village-owned vehicles, and in privately-owned vehicles parked on campus property at any time, including non-working hours. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

18. Assignment: Neither party shall assign this Agreement without written consent of the other, except that Vendor may assign performance or collection to a directly controlled affiliate without Owner's consent.

19. Limitation of Liability; Third Party Liability: In no event shall the parties be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law. Neither this Agreement nor any subcontract is intended to give rise to recognize any third-party beneficiary to this Agreement.

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

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

This is **SCHEDULE A**, consisting of 1 page,
referred to in and part of the **Village of Algonquin
Purchase Agreement (Vendor/Services)**
No. _____ effective 02/01/2024

Spring 2024 Prescribed Burns

Project Description:

The Village of Algonquin is seeking pricing for 16 prescribed burns to be completed during the spring 2024 burn season.

Project Timeline:

Quotes due to Brad Andresen by COB 12/12/2023

All burns to be conducted between March 1st and April 30th, 2024.

Project Specifications:

- All burns to be completed by a qualified contractor in a safe and controlled manner.
- Burn breaks and site preparation will be the responsibility of the Contractor.
- Contractor is required to obtain all necessary Illinois EPA, county, and local permits.
- Burn plans are to be submitted to the Village of Algonquin prior to the execution of the burns.
- An Illinois Certified Prescribed Burn Manager is required to be on site for each burn.
- All crew should be trained and experienced in wildland firefighting and should have National Wildfire Coordinating Group (NWCG) S130, S190 training.
- Successful completion of the burn will be when a minimum of 70% of the burn unit area has been burned.

Village of Algonquin Contact:

Please submit all questions in writing to:

Brad Andresen, Village of Algonquin Ecologist

Mobile: (515) 460-7269

E-mail: bradleyandresen@algonquin.org

VOA: _____

_____: _____

This is **SCHEDULE B**, consisting of 1 page, referred to in
and part of the **Village of Algonquin Purchase
Agreement (Vendor/Services)**
No. _____ effective 2/1/2024



December 14, 2023

Mr. Brad Andresen
Ecologist/Horticulturist
Village of Algonquin
110 Mitchard Way
Algonquin, IL 60102

Subject: Updated BWNR Quote for VOA Spring 2024 Prescribed Burns

Dear Mr. Andresen:

Baxter & Woodman Natural Resources, LLC is pleased to provide this Quote to conduct 16 Prescribed Burns within the Village of Algonquin in Spring 2024.

Project Quote

| Spring 2024 Burns | | | |
|-------------------|--|-------|----------------|
| Number | Site Name | Acres | Lump Sum Price |
| 1 | Arquilla Detention | 1.3 | \$2,525.00 |
| 2 | Dixie Creek Riparian Corridor: Sleepy Hollow to Wynnfield Dr | 19 | \$5,950.00 |
| 3 | Falcon Ridge Nature Preserve | 6 | \$3,250.00 |
| 4 | Gaslight Park Bird and Butterfly Sanctuary | 2 | \$1,875.00 |
| 5 | Highland Ave Detentions | 1.7 | \$1,125.00 |
| 6 | Hill Climb Park Woodland | 4.1 | \$3,200.00 |
| 7 | Lawndale Park Nature Preserve North | 2.3 | \$2,950.00 |
| 8 | Legion Drive Prairie | 0.3 | No Charge |
| 9 | Ratt Creek Tributary | 1.9 | \$1,925.00 |
| 10 | Spectrum Native Corridor | 5.1 | \$2,125.00 |
| 11 | Surrey Ln Preserve | 5.9 | \$3,750.00 |
| 12 | Towne Park Prairie | 4 | \$2,125.00 |
| 13 | Western Bypass Prairie | 7.4 | \$2,750.00 |
| 14 | Wood Park Detention | 2.5 | \$600.00 |
| 15 | WTP #3 Rain Garden | 0.1 | No Charge |
| 16 | Light of Christ Church | 2.6 | \$2,650.00 |
| Totals | | | |
| 16 sites | Total 2024 Burn Cost | 66.2 | \$36,800.00 |

Mr. Brad Andresen
Village of Algonquin, IL

December 14, 2023
2326398.00 • Page 1

VOA: _____
_____: _____

Insurance Requirements – Vendor/Services

Required Insurance:

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

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

Evidence of Insurance.

1. Vendor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.

2. Failure of Owner to demand such certificate or other evidence of compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.
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.