

**VILLAGE OF ALGONQUIN
VILLAGE BOARD MEETING**

September 4, 2018

7:30 p.m.

2200 Harnish Drive

-AGENDA-

- 1. CALL TO ORDER**
- 2. ROLL CALL – ESTABLISH QUORUM**
- 3. PLEDGE TO FLAG**
- 4. ADOPT AGENDA**
- 5. ADMINISTER OATH OF OFFICE TO POLICE OFFICER DANIEL P. KLOCKE**
- 6. AUDIENCE PARTICIPATION**
(Persons wishing to address the Board must register with the Village Clerk prior to call to order.)
- 7. CONSENT AGENDA/APPROVAL:**
All items listed under Consent Agenda are considered to be routine by the Village Board and may be approved/accepted by one motion with a voice vote.
 - A. APPROVE MEETING MINUTES:**
 - (1) Village Board Meeting Held August 21, 2018
 - (2) Committee of the Whole Meeting Held August 28, 2018
- 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. PASS ORDINANCES:**
 - (1) Pass an Ordinance Approving a Major PUD Amendment for Solar Panel Utility Installations on the Huntley Community School District 158 Square Barn Road Campus (650-800 Academic Drive)
 - (2) Pass an Ordinance Approving the Final Plat of Subdivision for the Spectrum Algonquin Subdivision
 - B. ADOPT RESOLUTIONS:**
 - (1) Pass a Resolution Accepting and Approving an Agreement with Applied Ecological Services for the Crystal Creek Construction Oversight in the Amount of \$20,000.00
 - (2) Pass a Resolution Accepting and Approving an Agreement with Semper Fi for the Crystal Creek Restoration in the Amount of \$279,538.00
 - (3) Pass a Resolution Accepting and Approving an Agreement with EnCap for the Creeks Crossing Park and Drainage Improvements in the Amount of \$685,903.60
 - (4) Pass a Resolution Accepting and Approving an Agreement with HR Green for Phase 2 Design Engineering for the Souwannas Creek Reach 2 Improvements in the Amount of \$47,250.00
- 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**
 - A.** List of Bills Dated September 4, 2018 totaling \$1,039,029.63
- 11. COMMITTEE OF THE WHOLE:**
 - A. COMMUNITY DEVELOPMENT**
 - (1) Pass and Approve an Event Liquor License and Special Event Permit for St. Margaret Mary's Oktoberfest and 5K
 - (2) Pass and Approve a Public Event Permit for St. Vincent DePaul Walk for the Poor
 - (3) Pass and Approve a Special Event Permit for the Environmental Defenders of McHenry County for "It's Our River Day"
 - B. GENERAL ADMINISTRATION**
 - C. PUBLIC WORKS & SAFETY**
- 12. VILLAGE CLERK'S REPORT**
- 13. STAFF COMMUNICATIONS/REPORTS, AS REQUIRED**
- 14. CORRESPONDENCE**
- 15. OLD BUSINESS**
- 16. EXECUTIVE SESSION:** If required
- 17. NEW BUSINESS**
- 18. ADJOURNMENT**



VILLAGE OF ALGONQUIN

OATH OF OFFICE



I, Daniel P. Klocke, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Illinois, the Rules of the Algonquin Police Department, the Algonquin Police Commission Rules and Regulations, the Municipal Code of the Village of Algonquin, and that I will faithfully discharge the duties of the office of Police Officer according to the best of my ability.

Daniel P. Klocke

September 4, 2018

Subscribed and Sworn on this date

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

Oath administered by: Michelle A Weber
Deputy Village Clerk



MINUTES OF THE REGULAR MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF ALGONQUIN, McHENRY & KANE COUNTIES, ILLINOIS
HELD IN THE VILLAGE BOARD ROOM ON AUGUST 21, 2018

CALL TO ORDER: President Schmitt called tonight's meeting to order at 7:30 PM.

Village Clerk Jerry Kautz called the roll with the following trustees present: Janis Jasper, Jerrold Glogowski, Laura Brehmer, Debby Sosine, John Spella, Jim Steigert.

(Quorum was established)

Staff in Attendance: Village Manager, Tim Schloneger; Community Development Director, Russ Farnum; Public Works Director, Bob Mitchard; Deputy Police Chief, Jeff Sutrick; Attorney, Kelly Cahill.

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

ADOPT AGENDA: Moved by Sosine, seconded by Glogowski, to adopt tonight's agenda deleting item 16, Executive Session. Voice vote carried.

PROCLAMATIONS Clerk Kautz read the following proclamations:

- A. The Village of Algonquin Proclaims September National Suicide Prevention Awareness Month
- B. The Village of Algonquin Proclaims the Week on which Labor Days Fall as National Payroll Week

AUDIENCE PARTICIPATION:

(1) Anthony Orlandino, 150 S. Main, Algonquin, requested that signage be placed downtown on South Main Street stating that customers can park in front of businesses during the current construction. He stated many of his elderly customers are parking on the outskirts and walking. President Schmitt said that Public Works can place some signs.

CONSENT AGENDA: The following items are considered routine in nature and are approved/accepted by one motion with a voice vote:

A. APPROVE MEETING MINUTES:

- (1) Liquor Commission Meeting Held August 7, 2018
- (2) Village Board Meeting Held August 7, 2018
- (3) Committee of the Whole Held August 14, 2018

B. VILLAGE MANAGER'S REPORT FOR JULY 2018

Moved by Spella, seconded by Sosine, to approve the Consent Agenda of August 21, 2018. 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 will number all Ordinances and Resolutions in order)

A. PASS ORDINANCES:

- (1) **2018-O-20**, Ordinance Accepting Title to Out lot A in Kapers Business Center Unit 1 Subdivision from Northwest Algonquin/Randall Business Owners Association
- (2) **2018-O-21**, Ordinance Approving the Form of the Small Cell Master Pole Attachment Agreement and Authorizing the Village Manager to Administer the Modification and Execution of the Agreement for Individual Sites
- (3) **2018-O-22**, Ordinance Approving an Amendment to the 2017-2018 Fiscal Year Budget
- (4) **2018-O-23**, Ordinance Declaring Certain Items as Surplus
- (5) **2018-O-24**, Ordinance Authorizing the Village of Algonquin to Enter into a Low Interest Loan Agreement with the Illinois Environmental Protection Agency

B. ADOPT RESOLUTIONS:

- (1) **2018-R-43**, Resolution Accepting and Approving the Adoption of the Police Pension Funding Policy
- (2) **2018-R-44**, Resolution Accepting and Approving an Agreement with Superior Road Striping for the Thermoplastic Pavement Marking Services in the Amount of \$40,000.00
- (3) **2018-R-45**, Resolution Accepting and Approving an Agreement with Trotter & Associates for Phase 2 Design Engineering Services for the Waste Water Treatment Facility Phase 6B Improvements in the Amount of \$521,400.00
- (4) **2018-R-46**, Resolution Accepting and Approving an Agreement with Applied Ecological Services for the Souwanas Creek Emergency Repair Design-Build services, in the Amount of \$111,454.00

(5) **2018-R-47**, Resolution Accepting and Approving an Agreement with Evoqua Water Technologies for Replacement Membranes at Water Treatment Plant #3 in the Amount of \$341,632.00
Moved by Steigert, seconded by Glogowski, to approve the Omnibus Agenda for August 21, 2018 as listed.
Roll call vote; voting aye – Sosine, Jasper, Glogowski, Brehmer, Steigert, Spella.
Motion carried; 6-ayes, 0-nays.

APPROVAL OF BILLS: Moved by Glogowski, seconded by Brehmer, to approve the List of Bills for payment for 08/21/2018 in the amount of \$1,693,499.43 including payroll expenses, and insurance premiums as recommended for approval.
Roll call vote; voting aye – Sosine, Jasper, Glogowski, Steigert, Brehmer, Spella.
Motion carried; 6-ayes, 0-nays.

PAYMENT OF BILLS:

General	\$341,184.49
Cemetery	2,346.00
MFT	13,983.50
Street Improvement	266,300.40
Swimming Pool	855.02
Park Improvement	6,439.26
Water & Sewer	56,362.62
Water & Sewer Improvement	478,732.90
Building Maintenance	15,014.12
Vehicle Maintenance Service	<u>32,584.53</u>
Total	\$1,213,802.84

COMMITTEE & CLERK'S REPORTS:

UNDER COMMITTEE OF THE WHOLE

General Administration

(1) Moved by Sosine, seconded by Glogowski, to Pass **Ordinance 2018-O-25**, authorizing the Village to Bring an Eminent Domain Proceeding to Acquire Certain Property Commonly Known as 105-111 W. Algonquin Road
Roll call vote; voting aye – Sosine, Jasper, Glogowski, Brehmer, Spella, Steigert.
Motion carried; 6-ayes, 0-nays.

VILLAGE CLERK'S REPORT

Clerk Kautz reported the future Village meeting schedule.

STAFF REPORTS:

ADMINISTRATION: Mr. Schloneger

1- He attended a recent Algonquin Police 'active shooting training' at a local school. He said it was disturbing to experience the scenario, but was given a sense of calm and confidence because of the professionalism, knowledge and preparation of our Police Department.

COMMUNITY DEVELOPMENT: Mr. Farnum

- 1- Permits for both residential and business are up quite a bit this year.
- 2- Handmade on Main is celebrating their 20th anniversary with an open house.

PUBLIC WORKS: Mr. Bob Mitchard

- 1- Downtown curb work continues with Washington to the By-pass installation.
- 2- Working on drainage issues behind the Jewelers and Mexican Restaurant.
- 3- Plans reviewed for the space between Bold American Fare and Historic Village Hall.
- 4- Staff is working on plans for Lake Braewood drainage improvements and in the Longmeadow area.
- 5- Plan for Stoneybrook Park is being reviewed.

POLICE DEPARTMENT: Deputy Chief Sutrick

1- There were zero violations during a recent alcohol compliance check, which is excellent news. A congratulations letter to all license holders will be sent.

- 2- The new School Resource Officers have begun at the two middle schools. Responding to a question later this meeting, all Resource Officers attended and have been trained in ‘active shooting response’.
- 3- Staff is working on some traffic issues at Jacobs High school.

VILLAGE ATTORNEY: Ms. Cahill

- 1- She has been working on Community Development issues and Village property matters.

CORRESPONDENCE & MISCELLANEOUS:

- (1) President Schmitt attended a meeting at IDOT in Schaumburg to discuss various issues on behalf of the McHenry County Council of Governments.
- (2) Trustee Brehmer requested the Village Board consider creating/establishing an ‘Environmental Commission’ to assist in such issues regarding the environment. President Schmitt requested a detailed list from Ms. Brehmer of what would be expected as to what the commission’s duties would be.
- (3) Responding to a question from Trustee Jasper, Mr. Schloneger indicated the Trash Removal RFP (giving two options) is prepared to go to go out for proposal. One option is the current sticker contract and the other for a cart program.

OLD BUSINESS: None

EXECUTIVE SESSION: None

NEW BUSINESS: None

ADJOURNMENT: There being no further business, it was moved by Glogowski, seconded by Spella, to adjourn. Voice vote; ayes carried.

The meeting was adjourned at 8:00 pm.

Submitted:

Approved this 4th day of September 2018

Village Clerk, Jerry Kautz

Village President, John Schmitt



**Village of Algonquin
Committee of the Whole
Meeting Minutes
Held in the Village Board Room
August 28, 2018**

AGENDA ITEM 1: Roll Call to Establish a Quorum

Present: Trustees, Debby Sosine, Laura Brehmer, Jim Steigert, John Spella, Jerry Glogowski, and President Schmitt. A quorum was established.

Absent: Janis Jasper

Staff Members Present: Village Manager, Tim Schloneger; Senior Planner, Ben Mason; Assistant Public Works Director, Michele Zimmerman; Deputy Village Clerk, Michelle Weber; and Attorney, Kelly Cahill.

Chairman Debby Sosine called the Committee of the Whole meeting to order at 7:30 p.m.

AGENDA ITEM 2: Audience Participation

- Mr. Don Purn, 1667 Edgewood-Presented the Board with a Certificate of Appreciation on behalf of the Lion's Club for Supporting the Ninth Annual Bean Bag Tournament that was held at Buffalo Wild Wings. The proceeds of the tournament go to the Ted Spell Education Award and the Algonquin-Lake in the Hills Food Pantry.
- Cynthia Kanner, 920 Susan Ct-On behalf of the McHenry County Environmental Defenders, she expressed support for the D158 Solar project. She encourages the Village to ensure native planting and other stabilizing vegetation, also employ stormwater best management practices for these types of projects.

AGENDA ITEM 3: Community Development

Mr. Ben Mason Presented:

A. Consider a Final Plat Approval for the Spectrum Development

In 2017 the Board approved Preliminary Plat and Preliminary PUD approvals for a senior living facility on Lot 1, and multi-family residential on Lots 2 and 3. Spectrum is finalizing plans for the senior living facility and intends to come back in for Final PUD approval of Lot 1 later this fall.

On August 13, 2018 the Planning and Zoning Commission considered the petition and unanimously recommended approval (7-0) of the request for Final Plat of Subdivision.

Staff concurs with the Planning & Zoning Commission and recommends approval of the request for Final Plat of Spectrum Algonquin Subdivision with the following conditions:

- A Site Development Permit shall not be issued until the Plat of Subdivision is recorded, the Millbrook Drive and associated engineering plans – to include Becky Lynn Lane – are approved by the Village, and a Letter of Credit is posted for all the subdivision site improvements.
- The Final Plat of Subdivision, as prepared by Edward J. Molloy & Associates dated July 2, 2018 shall be revised to incorporate the comments from the July 23, 2018 Public Works memorandum and August 6, 2018 Christopher Burke Engineering memorandum.
- The Engineering Plans, as prepared by Cross Engineering & Associates dated July 5, 2018 shall be revised to incorporate the comments from the July 23, 2018 Public Works memorandum and August 6, 2018 Christopher Burke Engineering memo.
- The Landscape Plans, as prepared by Allen Kracower & Associates dated July 6, 2018 shall be revised to incorporate the comments from the July 23, 2018 Public Works memorandum and August 6, 2018 Christopher Burke Engineering memo.
- The Electrical Plans, as prepared by Vessel Architecture & Design dated February 9, 2018 shall be revised to incorporate the comments from the July 23, 2018 Public Works memorandum and August 6, 2018 Christopher Burke Engineering memorandum.

- The Final Stormwater Management Report, as prepared by Cross Engineering & Associates dated July 2018 shall be revised to incorporate the comments from the July 23, 2018 Public Works memorandum and August 6, 2018 Christopher Burke Engineering memorandum.
- All conditions in prior ordinances 2017-O-18, 2017-O-19, and 2017-O-20 relating to the Spectrum Senior Housing development shall remain in full force and effect.
- No construction on the multi-family parcels shall be permitted prior to construction of the senior living facility commencing on Lot 1.
- If construction of the senior living facility on Lot 1 has not commenced within 24 months after approval of the Millbrook Drive and associated infrastructure improvements contained within the enclosed plans, the Village may draw on the developer's Letter of Credit to complete the improvements.

Mr. Mason also went over the list of various suggestions and plan review requirement supplied by the Public Works Department and Christopher Burke Engineering, as stated in the Committee of the Whole packet.

Questions were raised by the Committee regarding the latest trends, environmental impact, the lack of the IEPA paperwork, and the vagueness of the statement in the packet noting the amount of construction to be done prior to work starting on the other parcels.

Mr. Cross explained that they have been studying the market to see what is desirable in the facilities. The current trend is wanting more themed interiors (i.e. a bistro will look and feel like a bistro and theater room will be more than just a TV and some chairs). The rooms will have the feel that you are actually at that type of establishment. Mr. Shaw explained, although the exterior, for the most part will not deviate from the original plan, the interior will have a new more desirable look and feel.

Mr. Mason explained, the Village will require the outstanding items to be submitted and or addressed prior to approval of any permits. That includes the ECO Cap, stormwater report, etc. Mr. Mason continued, once site permits, contraction permits are issued and construction begins on the Senior Living portion of the property (Lot 1), that is the trigger for construction on other properties (Lots 2 & 3) where the multi-family homes are proposed. There is not a percentage of completion stipulation of the Senior Living project prior to permit issuance of the other project. Mr. Cross indicated the DNR permits were received by his office this week.

It was the consensus of the Committee of the Whole to move this to the Board for approval.

B. Consider a Final PUD Amendment for District 158 Solar Array Installation on Academic Drive

Huntley Community School District 158 is contracting with Forefront Power to install large-scale solar facilities at several of the district's properties, including the Square Barn Campus in Algonquin. The School District is requesting an Amendment to the 2003 Final PUD approval for the Square Barn Campus, which originally required that all on-site utilities be underground.

The solar installations would be accessory to – and in support of – the energy power needs of the on-site School Campus, which is the primary use of the property as previously approved in its 2003 Final PUD approval. Forefront Power has provided a site plan and elevations depicting the two locations proposed on the Square Barn Campus. One will be located at the southwest corner of the property and the other will be north of the district's Administration building. It is projected that a large portion of the energy needed to power the Square Barn Campus will be generated by these on-site solar facilities.

The petitioner shall be required to address the comments outlined in the enclosed Public Works memorandum, which include a request for more information on the underground transmission lines to ensure there will not be any conflicts with existing village utility easements and infrastructure on the site.

Security fencing is proposed at a maximum six feet in height, which is consistent with village code. The fencing shall be vinyl coated in a decorative black, brown or green color, rather than standard chain-link silver. No barbed wire material shall be used on the fencing. In addition to the landscaping ground cover the petitioner will be planting within the installation areas, landscaping shall also be incorporated around the outside perimeter of the fencing. In particular, due to the Village's future land use plan which designates the surrounding unincorporated farmland as future residential, the west side of Location 1 and the west and south sides of Location 2 shall include a dense mix of evergreen, deciduous and decorative trees a minimum initial six (6) feet in height.

The location of the fence line shall be setback a minimum twenty (20) feet from the property lines, to maintain a buffer area as well as accommodate the necessary landscaping elements that will be required around the perimeter adjacent to future development. The proposed landscaping shall be reviewed and approved by the Village's Public Works Department and the petitioner shall be required to install the landscape elements concurrent with the construction of the solar installations.

The petitioner shall perform and submit for Village Staff review a field tile investigation for the location of the proposed pilings. The petitioner shall resolve any potential conflicts by either relocating the proposed location of the pilings or relocating the field tiles to maintain positive drainage.

Any future petition that would involve new expansion or addition to the installations—for example increase in height or construction of a new location—shall be required to come back before the Planning & Zoning Commission and Village Board for review as a separate PUD Amendment.

If either solar installation location is not operated for a continuous period of 12 months, it shall be considered abandoned and the School District shall remove the same within 90 days of receipt of notice from the Village. Failure to remove an abandoned installation within said 90 days shall be grounds to remove the installation at the School District's expense.

On August 13, 2018 the Planning and Zoning Commission considered the petition and unanimously recommended approval (7-0) of the request for Final PUD Amendment. Recommendation Staff concurs with the Planning & Zoning Commission and recommends approval of the request for Final PUD Amendment for the proposed solar panel installations with the following conditions:

1. The petitioner shall be required to modify the plans and / or provide additional information to address the comments in the enclosed Public Works memorandum dated August 16, 2018.
2. The proposed security fencing shall be a maximum six feet in height – consistent with village code – and shall be vinyl coated in a decorative black / brown / or green color, rather than standard chain-link silver. No barbed wire material shall be used on the fencing.
3. In addition to the landscaping ground cover the petitioner will be planting within the installation areas, landscaping shall also be incorporated around the outside perimeter of the fencing. In particular, the west side of Location 1 and the west and south sides of Location 2 shall include a dense mix of evergreen, deciduous and decorative trees a minimum initial six (6) feet in height.
4. The location of the fence line shall be setback a minimum twenty (20) feet from the property lines, to maintain a buffer area as well as accommodate the necessary landscaping elements that will be required around the perimeter adjacent to future development. The proposed landscaping shall be reviewed and approved by the Village's Public Works Department and the petitioner shall be required to install the landscape elements concurrent with the construction of the solar installations.
5. The motion-sensing security light at the entrance gate shall be shielded and downcast. A photometric plan shall be required for review by Village Staff if any additional site lighting is proposed for the solar installations and shall comply with the village's standards that lights be shielded, downcast, and no trespass light shall spill onto adjacent property.
6. The petitioner shall perform and submit for Village Staff review a field tile investigation for the location of the proposed pilings. The petitioner shall resolve any potential conflicts by either relocating the proposed location of the pilings or relocating the field tiles to maintain positive drainage.
7. Any future petition that would involve new expansion or addition to the installations, for example, increase in height or construction of a new location—shall be required to come back before the Planning & Zoning Commission and Village Board for review as a separate PUD Amendment.
8. If either solar installation location is not operated for a continuous period of 12 months, it shall be considered abandoned and the School District shall remove the same within 90 days of receipt of notice from the Village. Failure to remove an abandoned installation within said 90 days shall be grounds to remove the installation at the School District's expense.

Mr. Spella asked about the life span of the panel, disposal of expired panels, are they in stock or do they need to shipped in from another country, and how long will the installation process take?

The life span of the panels is about 30 years, which the School would be entering into a 20-year contract with an option of two additional five year terms. The panels are produced of non-hazardous materials and they would be broken down and recycled once they are no longer useful. A larger system takes approximately 4 months for complete installation, this project should be less than that.

Mr. Glogowski asked how will they guarantee the property will be restored if they decide not to continue with the solar panels.

Mr. Renkosik indicated restoration is part of the contract and they have a surety bond to ensure it gets done.

Ms. Brehmer asked if the solar arrays would be on grass as depicted, do you feel the 6 ft. height of the fencing is sufficient for security, and what is the duration of the large trucks accessing the school property.

Mr. Switzer clarified, although it will take a few months for installation the larger trucks will only be on property during the delivery of the equipment, which should be 2-3 days. Yes, it would be grass/native plantings. They have used 6 ft. fencing in other areas and have not had a problem.

Ms. Sosine asked about the size of the transformer, where will the transformer be placed, when will the project begin, and because they contractors will be in and out of the school how will they ensure the children's safety.

Mr. Renkosik indicated the transformers are about the same size as the current transformers and will be placed near the current trash enclosures. The school district has a strict background check done on any contractor entering the school or site.

It was the consensus of the Committee of the Whole to move this to the Board for approval.

C. Consider an Event Liquor License and a Special Event Permit for St. Margaret Mary's Oktoberfest & 5K

St. Margaret Mary Oktoberfest, September 22 and 23, including liquor (beer tent) and a 5k walk. This is a Church festival with a car show, music, beer tent and other games and events. The event will be held on the grounds of the School Building, near Eastgate Drive. Saturday will feature a 5k run, using the same route as Founders Day. Sunday will feature a car show. Hours Saturday will be 2:00 p.m. to 11:00 p.m., and Sunday will be 8:00 a.m. to 7:00 p.m. Serving of alcohol will conclude one hour prior to close each day of the event.

Ms. Sosine expressed concern about the serving of alcohol during the event. She would like Mr. Barton, or an event representative, to attend the Board Meeting to answer questions about the wristbands and serving restrictions.

After discussion, it was the consensus of the Committee of the Whole to move this to the Board for discussion.

D. Consider a Public Event Permit for St. Vincent DePaul Walk for the Poor

St. Vincent DePaul Society, St. Margaret Mary Conference, Walk for the Poor, affiliated with St. Margaret Mary, September 15 (Rain date Sept 22). This is the primary fundraiser for this charitable organization. The rain date coincides with the 5k run for the Oktoberfest, but there is only a small portion of potential conflict on the Prairie Trail, it is not anticipated to create any issues.

Following discussion it was the consensus of the Committee of the Whole to move this to the Board for approval.

E. Consider a Special Event Permit for the Environmental Defenders of McHenry County for "It's Our Day"

The Environmental Defenders of McHenry County, It's Our River Day clean-up event on Saturday, September 15 from 1 to 4pm. The event will be held in Cornish Park, and participating groups include the Sierra Club, Fox River Jeep Club, Illinois Paddling Council and Friends of the Fox River. In the past this event has included live music and informational booths, however this year's event will be focused on the river clean-up activity itself and still requires special event approval from the Village Board for use of public park space. The Defenders have provided the village with a certificate of liability insurance.

Following discussion it was the consensus of the Committee of the Whole to move this to the Board for approval.

AGENDA ITEM 4: General Administration

Ms. Zimmerman presented the following:

A. Consider an Agreement with EnCap for the Creeks Crossing Park and Drainage Improvements

The project is a streambank stabilization, restoration of native wetland, savannah, and prairie ecosystems as well as HMA bike path, sidewalk and retaining wall. Because of the nature of the work being done, the general contractor performing all work has a degreed ecologist, who has knowledge in streambank restoration and restoration ecology, on staff. The Village has worked directly and indirectly with Encap numerous times over the last 5 years. They are a well-established and respected firm within the ecological restoration construction arena. This project fits their strong points and their submittal provided all the necessary and required information, including having a seasoned senior ecologist on staff. It is for those reasons, and the analysis conducted, that I recommend Encap, Inc. for award in the amount of \$685,903.60 for the subject project contract.

It was the consensus of the Committee of the Whole to move this to the Board for approval.

B. Consider an Agreement with Semper Fi Land Inc. for the Crystal Creek Restoration Project

This project stems from construction of the Western Bypass. As part of that project, IDOT did not complete all the work that was shown on the bypass plans as it pertained to the Crystal Creek realignment and restoration, and they also installed some of the features inadequately. The Village noted this in our many punch list inspections and met with IDOT to get them to finish the work and make the proper corrections, which they refused to do. Instead, IDOT agreed to give the Village \$50,000 to put towards the uncompleted work.

This contract involves getting the creek items repaired and finished as well as making other needed improvements to portions of the creek that IDOT was not responsible for in the Western Bypass project. Several significant rain events have occurred since 2015 that have caused severe erosion to the banks of the creek. This erosion is now threatening to undermine the McHenry County Prairie Trail as well as encroaching further and further into Towne Park. To help mitigate these issues, this restoration project involves installation of stone toe protection, re-grading of some of the creek banks, in stream features such as j-hooks and check dams that force the water flow to the center of the creek channel so it does not wash out the side slopes, and installation of native seed.

Four bids were received on this project. Copenhagen Construction was the low bidder at \$246,959.00. However, they do not meet the pre-qualification specifications that are called out in the bid. The specification specifically says that "the general contractor performing work in this contract must have a degreed ecologist, who has knowledge in streambank restoration and restoration ecology, on staff who has worked for said company for at least 2 years". Copenhagen's bid proposed using a hired subcontractor that does not work for their company. The hired sub-contractor's resume does not show a degree specifically in ecology. Due to the specialized nature of this project, we feel that it is critical that this specification be met. Therefore, we are suggesting approval of the second low bidder on the project which is Semper Fi Land Inc., out of Yorkville, IL at a price of \$279,538.00. This company has an impressive resume of similar projects as the Crystal Creek Restoration. Their staff has over 14 years of experience managing and constructing different natural area restoration and stabilization projects as well as degreed ecologists. Their references were contacted, all providing positive feedback in regards to working with this company.

This project was budgeted in the Street Improvement Fund at a cost of \$370,000.00. 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 Semper Fi Land, Inc. to construct the Crystal Creek Restoration Project at the bid price of \$279,538.00.

It was the consensus of the Committee of the Whole to move this to the Board for approval.

C. Consider an Agreement with Applied Ecological Services for the Crystal Creek Restoration Construction Management Services

Attached you will find a copy of the agreement with Applied Ecological Services, Inc. for construction management services in the amount of \$20,000.00 for the Crystal Creek Restoration Project. Construction management services for this project were passed as part of the 2018–2019 FY budget in the amount of \$40,000.00. Money for this service is coming out of the Street Improvement Fund. Construction for this project involves the installation of stone toe protection, re-grading of some of the creek banks, in stream features such as jhooks and check dams, and installation of native seed.

Applied Ecological Services was the design engineer for this project. They also designed the Crystal Creek Realignment and Restoration plans that were incorporated into the Western Bypass project. They are familiar with all aspects of this creek and how it functions and are, therefore, highly qualified to oversee this job. Thus, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of construction management services for Crystal Creek Restoration to Applied Ecological Services, Inc. for \$20,000.00.

It was the consensus of the Committee of the Whole to move this to the Board for approval.

D. Consider an Agreement with HR Green for Phase 2 Design Engineering for the Souwannas Creek Reach 2 Improvements

HR Green was sent this request exclusively as they were the Phase 1 designer for the project. Additionally, they are the lead consultant on the adjacent Village roadway project (Scott, Souwanas, & Schuett) which involves the replacement of the existing corrugated metal pipe that takes Souwanas Creek under Souwanas Drive. As part of the roadway project they were required to utilize Applied Ecological Services to change the discharge angle of the creek from the proposed culvert. The Souwanas Creek Reach 2 project will continue that work and thus keep this project team together.

Based on my analysis of the proposal and having worked with HR Green on several projects over the last few years, I am confident in their ability to complete the scope of the project. Therefore, the recommendation is that HR Green be considered in the amount of \$47,250.00

It was the consensus of the Committee of the Whole to move this to the Board for approval.

AGENDA ITEM 5: Public Works and Safety
None

AGENDA ITEM 6: Executive Session
None

AGENDA ITEM 7: Other Business

Mr. Schmitt, addressing the question that was brought up last week by Ms. Brehmer regarding creating an Environmental Commission, he explained the various environmental endeavors and initiatives the Village has been part of in the last 20+ years. He feels currently staff is doing a fantastic job and the Village has put mechanisms in place to promote conservation and environmentally sound decisions.

Ms. Brehmer explained, she believes that the Village has residents that are knowledgeable in this subject and could add value to our community.

Mr. Glogowski and Mr. Steigert concur with Mr. Schmitt's conclusions.

Mr. Schmitt continued to explain, if there is a specific project that they feel is lacking in this subject or if a resident feels that they could add value on this platform, please have them come to a meeting or contact staff to see if something can be done to address the issue.

Mr. Schmitt concluded the discussion by asking if the Committee is interested in creating an Environmental Commission. The consensus of the Committee of the Whole was not to create said commission.

AGENDA ITEM 8: Adjournment

There being no further business, Ms. Sosine adjourned the Committee of the Whole meeting at 8:40 p.m.

Submitted: Michelle Weber
Deputy Village Clerk

ORDINANCE NO. 2018 - O -

**An Ordinance Approving a Major PUD Amendment for Solar Panel Utility
Installations on the Huntley Community School District 158
Square Barn Road Campus
(650-800 Academic Drive)**

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

WHEREAS, the Village of Algonquin has been requested by a petition signed by Doug Renkosik with Huntley Community School District 158, the property owner, to approve a Major PUD Amendment on certain territory legally described as follows:

THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, ALL IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN McHENRY COUNTY, ILLINOIS,

TOGETHER WITH,

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN McHENRY COUNTY, ILLINOIS,

TOGETHER WITH,

THAT PART OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN McHENRY COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 01 MINUTES 52 SECONDS WEST (ASSUMED), 586.48 FEET ALONG THE EAST LINE OF SAID WEST HALF; THENCE NORTH 65 DEGREES 23 MINUTES 39 SECONDS WEST, 146.32 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY 87.04 FEET, ALONG A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 313.00 FEET, AND A CHORD BEARING SOUTH 44 DEGREES, 31 MINUTES, 21 SECONDS WEST, AND A CHORD DISTANCE OF 86.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH 52 DEGREES, 29 MINUTES, 22 SECONDS WEST, 59.80 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 291.61 FEET, ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 433.00 FEET, AND A CHORD BEARING SOUTH 71 DEGREES, 46 MINUTES, 57 SECONDS WEST, AND A CHORD DISTANCE OF 286.13 FEET TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES, 55 MINUTES, 29 SECONDS WEST, 148.00 FEET TO A POINT ON THE WEST LINE OF SAID EAST HALF, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 776 IN SPRING LAKE FARM SOUTH UNIT 2, RECORDED FEBRUARY 9, 1995 AS DOCUMENT NUMBER 95R004680; THENCE SOUTH 00 DEGREES, 03 MINUTES, 13 SECONDS EAST, 470.17 FEET ALONG THE EAST LINE OF SAID SPRING LAKE FARM SOUTH UNIT 2 TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES, 19 MINUTES, 53 SECONDS EAST, 660.99 FEET, ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

and commonly known as 650-800 Academic Drive, Algonquin, IL 60102 ("Subject Property");
and

WHEREAS, a public hearing was held before the Algonquin Planning and Zoning Commission, after due notice in the manner provided by law; and

WHEREAS, the Algonquin Planning and Zoning Commission, after deliberation, has made a report and recommended approval of the Major PUD Amendment for the Subject Property; and

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

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

SECTION 1: A Major PUD Amendment for solar panel utility installations is hereby approved for the Subject Property, which includes the following conditions:

- A. The petitioner shall be required to modify the plans and / or provide additional information to address the comments in the enclosed Public Works memorandum dated August 16, 2018;
- B. The proposed security fencing shall be a maximum six feet in height – consistent with village code – and shall be vinyl coated in a decorative black / brown / or green color, rather than standard chain-link silver. No barbed wire material shall be used on the fencing;
- C. In addition to the landscaping ground cover the petitioner will be planting within the installation areas, landscaping shall also be incorporated around the outside perimeter of the fencing. In particular, the west side of Location 1 and the west and south sides of Location 2 shall include a dense mix of evergreen, deciduous and decorative trees a minimum initial six (6) feet in height;
- D. The location of the fence line shall be setback a minimum twenty (20) feet from the property lines, to maintain a buffer area as well as accommodate the necessary landscaping elements that will be required around the perimeter adjacent to future development. The proposed landscaping shall be reviewed and approved by the Village's Public Works Department and the petitioner shall be required to install the landscape elements concurrent with the construction of the solar installations;
- E. The motion-sensing security light at the entrance gate shall be shielded and downcast. A photometric plan shall be required for review by Village Staff if any additional site lighting is proposed for the solar installations and shall comply with the village's standards that lights be shielded, downcast, and no trespass light shall spill onto adjacent property;
- F. The petitioner shall perform and submit for Village Staff review a field tile investigation for the location of the proposed pilings. The petitioner shall resolve any potential conflicts by either relocating the proposed location of the pilings or relocating the field tiles to maintain positive drainage;

- G. Any future petition that would involve new expansion or addition to the installations—for example increase in height or construction of a new location—shall be required to come back before the Planning & Zoning Commission and Village Board for review as a separate PUD Amendment;
- H. If either solar installation location is not operated for a continuous period of 12 months, it shall be considered abandoned and the School District shall remove the same within 90 days of receipt of notice from the Village. Failure to remove an abandoned installation within said 90 days shall be grounds to remove the installation at the School District's expense.

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

SECTION 3: The findings of fact on the petition to approve the PUD Amendment are hereby accepted.

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

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

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

Aye:
Nay:
Absent:
Abstain:

APPROVED:

Village President John C. Schmitt

(SEAL)

ATTEST: _____
Village Clerk Gerald S. Kautz

Passed: _____
Approved: _____
Published: _____

Prepared by:
Village Staff

Reviewed by:
Kelly Cahill, Village Attorney
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, Illinois 60014

ORDINANCE NO. 2018 - O -

An Ordinance Approving the Final Plat of Subdivision for the Spectrum Algonquin Subdivision

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

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

SECTION 1: That the final plat of subdivision for the Spectrum Algonquin Subdivision, which consists of the following documents and conditions, is hereby approved:

- A. A Site Development Permit shall not be issued until the Plat of Subdivision is recorded, the Millbrook Drive and associated engineering plans – to include Becky Lynn Lane – are approved by the Village, and a Letter of Credit is posted for all the subdivision site improvements;
- B. The Final Plat of Subdivision, as prepared by Edward J. Molloy & Associates dated July 2, 2018 shall be revised to incorporate the comments from the July 23, 2018 Public Works memorandum and August 6, 2018 Christopher Burke Engineering memorandum;
- C. The Engineering Plans, as prepared by Cross Engineering & Associates dated July 5, 2018 shall be revised to incorporate the comments from the July 23, 2018 Public Works memorandum and August 6, 2018 Christopher Burke Engineering memo;
- D. The Landscape Plans, as prepared by Allen Kracower & Associates dated July 6, 2018 shall be revised to incorporate the comments from the July 23, 2018 Public Works memorandum and August 6, 2018 Christopher Burke Engineering memo;
- E. The Electrical Plans, as prepared by Vessel Architecture & Design dated February 9, 2018 shall be revised to incorporate the comments from the July 23, 2018 Public Works memorandum and August 6, 2018 Christopher Burke Engineering memorandum;
- F. The Final Stormwater Management Report, as prepared by Cross Engineering & Associates dated July 2018 shall be revised to incorporate the comments from the July 23, 2018 Public Works memorandum and August 6, 2018 Christopher Burke Engineering memorandum;
- G. All conditions in prior ordinances 2017-O-18, 2017-O-19, and 2017-O-20 relating to the Spectrum Senior Housing development shall remain in full force and effect;
- H. No construction on the multi-family parcels shall be permitted prior to construction of the senior living facility commencing on Lot 1;

- I. If construction of the senior living facility on Lot 1 has not commenced within 24 months after approval of the Millbrook Drive and associated infrastructure improvements contained within the enclosed plans, the Village may draw on the developer's Letter of Credit to complete the improvements.

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

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

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

Aye:

Nay:

Absent:

Abstain:

APPROVED:

Village President John C. Schmitt

(SEAL)

ATTEST: _____
Village Clerk Gerald S. Kautz

Passed: _____

Approved: _____

Published: _____

Prepared by:
Village Staff

Reviewed by:
Kelly Cahill, Village Attorney
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, Illinois 60014



2018 - 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 Applied Ecological Services for the Crystal Creek Construction Oversight in the Amount of \$20,000.00, attached hereto and hereby made part hereof.

DATED this ____ day of _____, 2018

APPROVED:

(seal)

John C. Schmitt, Village President

ATTEST:

Gerald S. Kautz, Village Clerk

by: _____
Michelle Weber, Deputy Clerk

Consulting Proposal and Agreement

Project Information

Project Name: Crystal Creek Construction Oversight
AES Project Number: 18-0683
Branch: West Dundee, IL

August 22, 2018

Michele Zimmerman
Assistant Director of Public Works
Village of Algonquin
110 Meyer Drive
Algonquin, IL 60102

Re: Agreement and Authorization for Services by Applied Ecological Services, Inc. (AES) for Village of Algonquin, Illinois.

Dear Michele,

Thank you for the opportunity to provide this proposal for services related Crystal Creek Construction Oversight. For your review, we have enclosed our scope of work based on our understanding of your request for services.

We are confident you will find that AES provides exceptional expertise, service, and value, and we look forward to working with you on this project. Please call with any questions regarding this proposal and supporting documents.

Once reviewed and signed, please return this Agreement according to the instructions on the signature page.

Sincerely,



William W. Stoll
120 West Main St.
West Dundee, IL 60118
Office: 847-844-9385
Cell: 773-507-0983
bill@appliedeco.com

I. SCOPE OF WORK

Task 1. Construction Oversight

AES will provide construction oversight during the Crystal Creek Restoration project being implemented by Semper Fi Land, Inc. The anticipated project start date is late September 2018 and is expected to take approximately 4 weeks to complete with the potential for plant installation in spring 2019. AES staff (Senior Ecologists and Landscape Architects) will be present for 4-6 hours each day during construction activity. AES also anticipates attending a construction kickoff meeting and various project status meetings as requested. When appropriate, AES will provide meeting minutes and/or memos to document issues and change orders that may arise during construction. Construction oversight will be conducted for the following:

- 1) Site Preparation (clearing/grubbing, tree removal, fencing, herbiciding, & tilling)
- 2) Earthwork (topsoil strip/respread, excavation, fill, fine grading, stone protection)
- 3) Erosion & Sediment Control (construction entrance, stream crossing, erosion blanket, siltfence, straw mulch)
- 4) Ecological Restoration (native seeding & planting)

Note: Construction Oversight will not extend into the 3-Year Management time period that is required for the project.

Product: Construction oversight services

Lump Sum Fee: \$20,000

Total Lump Sum Fee Task 1: \$20,000

Billing Information:

Total amount of contract: **\$20,000**

Payment:

- ☐ Estimated Fees
- ☐ Estimated Fees, Not-to-Exceed (per fee schedule, with not-to-exceed amount)
- ☒ Lump Sum (% complete, by project total)
- ☐ Lump Sum by Task (% complete by task, no hourly detail)
- ☐ Time and Materials

Special Billing Instructions: Not Applicable

Reimbursable Expenses:

- ☒ Reimbursable expenses are included in the fee.
- ☐ Reimbursable expenses are not included in the fee and will be billed per the fee schedule.

Receipts Required: ☐ Yes ☒ No

Meals Charged: ☐ Yes ☒ No

Per Diems Charged: ☐ Yes ☒ No

Enclosure(s)

Standard Terms and Conditions
Exhibit A: AES Rate Schedule

Signature Page on Next Page

Acceptance

In signing below, each party agrees to abide by all terms and conditions presented in this Agreement and the defined contents. Work will begin upon receipt of the signed authorization.

****PLEASE SIGN AND RETURN to Applied Ecological Services, Inc. An executed contract containing both signatures will be returned to you. This Agreement is not binding upon AES until executed by an officer of AES.**

Applied Ecological Services, Inc.

Signature:	Date:
Name:	
Title:	
P.O. Box 256, 17921 Smith Rd.	
Brodhead, WI 53520	
Phone: 608-897-8641	Fax: 608-897-8486
Email:	

Client:

Signature:	Date:
Name:	
Title:	
Company:	
Address:	
City, State, Zip:	
Phone:	Fax:
Email:	

Billing Address:

<input type="checkbox"/> Mark if same as above.	
Company:	
Name:	
Title:	
Address:	
City, State, Zip:	
Phone:	Fax:
Email:	

Notes:

1. This Agreement summarizes the information contained in the proposal and is necessary for acceptance of the contract. Along with the attached documents, including the Standard Terms and Conditions, this summary and signature page will define and govern the contract.
2. This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Standard Terms and Conditions

1. **Term and Termination.** These Terms and Conditions apply to the attached agreement and any subsequent agreements or changes to existing agreements for services between Applied Ecological Services, Inc. (hereafter AES) and the Client as defined in the agreement. Together these documents and any attachments constitute the Agreement.

1.1. **Termination.** Either party may terminate this Agreement, in whole or in part, at any time upon no less than fifteen (15) days written notice to the other party. In addition, AES shall have the right to suspend its provision of Services in the event Client defaults in timely payment for Services.

1.2. **Payment Upon Termination.** In the event of termination, all previous unpaid invoices submitted by AES to Client will be due and payable. AES will also be paid, under the terms of the Agreement, for any and all work performed and/or completed, and expenses incurred between the time period covered by the most recent invoice and the date of termination. Additionally, AES will be reimbursed on a time-and-expenses basis at AES' standard rates for all reasonable termination expenses including: the cost of completing analyses, records, and reports necessary to document job status at the time of termination; the cost to bring any site work to a safe and stable condition; and reasonable costs associated with untimely demobilization and reassignment of personnel and equipment.

1.3. **Transition Period.** In the event that this Agreement is terminated by either party, Client may require AES to continue any or all activities as described in the Agreement to allow for a reasonable transition period. This work would be conducted under the terms of this Agreement, which will remain in force until the transition period is completed.

2. **Invoicing and Payment.**

2.1. **Invoicing/Payment Term.** AES shall invoice Client for Services performed on a periodic basis, usually monthly. Upon receipt of an invoice from AES, Client shall have thirty (30) days from the date of the invoice to pay the amount due, or to notify AES in writing of a bona fide dispute asserted in good faith as to one or more of the invoiced items. Unless otherwise provided, all Services, equipment, and materials furnished by AES shall be at the rates specified in AES' Rate Schedule, attached hereto as **Exhibit A** and incorporated by reference herein. The AES Rate Schedule may be modified by AES by written notice to Client. Deposits paid according to the terms above will be applied to the final invoices under this Agreement.

2.2. **Taxes.** All charges are net of any applicable taxes (except income and payroll taxes). Any additional costs due to applicable taxes will be reimbursed by Client. Sales tax, if applicable, will be added upon invoicing.

2.3. **Currency.** All fees are stipulated in U.S. Dollars and must be paid to AES in U.S. Dollars.

2.4. **Method.** Payments to AES shall be made via Automated Clearing House (ACH) to AES' bank account using the information below. Please include invoice number(s) in remittance correspondence. If unable to make payments via ACH, checks made payable to "Applied Ecological Service, Inc." can be mailed to P.O. Box 256, Brodhead, WI 53520. Please indicate the AES invoice number(s) in check memo.

Bank Name: **The Bank of New Glarus/Sugar River Bank Branch**
Bank Address: **2006 1st Center Ave, Brodhead, WI 53520**
Routing Number: **075903912**
Checking Account Number: **200142519**

2.5. **Prevailing Wages.** Unless specifically set forth in the applicable Letter Agreement, Client represents that prevailing wages are not required for any of AES' Services under this Agreement. However, should AES be required to pay prevailing wages, Client will pay AES the increased costs associated with the applicable prevailing wage rates, including any penalties, back wages, and administrative expenses.

3. **Liens.** AES reserves the right to place or file liens on the Client's property if payment for work or Services performed is not made in a timely fashion, subject to compliance with applicable laws. Advance notices of lien rights with respect to an applicable project may be provided as an attachment to this Agreement.

4. **Confidentiality.**

4.1. **Definition and Exceptions.** For purposes of this Agreement, information shall be considered confidential if it is of a type generally understood to be confidential, or if the disclosing party specifically notifies the recipient party in writing, whether by labeling materials reflecting such information as "CONFIDENTIAL" or otherwise unambiguously informing the recipient party (hereinafter, "Confidential Information"). Such Confidential Information includes, but is not limited to, research, product plans, products, services, customers, markets, ideas, concepts, discoveries, techniques, specifications, methodologies, models, flow charts, data, software, developments, inventions, processes, designs, drawings, marketing plans, sales information, and financial information, and any information that constitutes a trade secret under the Uniform Trade Secrets Act or similar laws. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is already known to the recipient as

shown by written records in its possession at the time such information is received; (ii) is already part of the public domain at the time of disclosure, or subsequently becomes part of the public domain through no fault of the recipient; (iii) is obtained on a non-confidential basis from a third party who lawfully disclosed the same to the recipient; or, (iv) is independently developed by an employee or consultant of the recipient who had no knowledge of or access to the information.

4.2. Nondisclosure of Confidential Information. During the term of this Agreement and for a period of three (3) years following termination, each party agrees to keep Confidential Information provided to such party by the other party in strict confidence and not to use any such Confidential Information other than in connection with the transactions contemplated by this Agreement, without the prior written consent of the other party. In addition, each party agrees not to misappropriate or threaten to misappropriate any trade secret information received, or any part thereof, for as long as such information remains a trade secret. Notwithstanding the foregoing, this Agreement shall not apply to the extent that information is subpoenaed or otherwise required by law to be disclosed by the recipient party, provided the recipient party shall use its best efforts to inform the disclosing party of any demand for such disclosure as soon as such demand is made, in order to allow the disclosing party the opportunity to seek protective relief.

4.3. Use of Project Information. Client agrees that AES may use Client's name and a general description of projects as a reference for other prospective clients, provided that no Confidential Information is disclosed.

5. Ownership of Work Product.

5.1. Work Product. All drawings, specifications and other documents and electronic data furnished by AES to Client under this Agreement ("Work Product") are deemed to be Instruments of Service, and AES shall retain the ownership and property interest therein, including the copyrights thereto.

5.2. Client's Limited License. Upon Client's payment in full for all work performed under this Agreement, AES shall grant Client a limited license to use the Work Product in connection with Client's occupancy or possession of the applicable project, and the drawings, specifications and other documents prepared by AES for the project may be retained by Client. Client may make changes, additions, and deletions to the applicable project design, in whole or in part, conditioned on Client's express understanding that such use of the Work Product is at Client's sole risk and without liability or legal exposure to AES.

5.3. Use. Any documents generated by AES are for the exclusive use of Client. Any use by third parties or use beyond the intended purpose of the document will be at the sole risk of Client unless otherwise agreed upon by AES in writing. If Client uses the design materials on any project other than the Project for which it was developed (a "Subsequent Use"), Client agrees that it shall do so at its sole risk and without liability or legal exposure to AES. Client further agrees that it shall defend, indemnify and hold harmless AES from and against any and all claims, damages, liabilities, losses and expenses, including reasonable attorney's fees, arising out of or resulting from such Subsequent Use.

6. Insurance.

6.1. Coverage. At all times during the term of this Agreement, AES shall, at its own expense, maintain insurance coverage of the kind and in the minimum amounts listed in **Exhibit B**.

6.2. Waiver of Subrogation. To the extent possible, any of the parties' insurance policies provided under the provisions of this Agreement, or which may be used in relation to this Agreement, shall contain waivers of subrogation in favor of the other party, by endorsement or otherwise, it being the intent of the parties that the insurance policies shall protect both parties. The parties release each other from liability covered by the insurance for which subrogation is waived.

6.3. Additional Coverage. Upon advance written notice, AES shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by Client in connection with the ongoing nature of operations and changes in exposure, but only to the extent the insurance is commercially available, and provided Client pays the cost of said coverage.

6.4. Notice of Cancellation. The above-required insurance shall be maintained by AES during the term of this Agreement, and shall not be canceled, altered, or amended by AES without thirty (30) days advance written notice to Client.

7. Limitation of Liability. With respect to any claim covered pursuant to the terms and conditions of AES' liability insurance policies carried pursuant to this Agreement, Client agrees that AES' total liability for acts, omissions, or damages, shall not exceed the available limits of coverage as set forth in such insurance policies.

Notwithstanding any other term of this Agreement to the contrary, in no event shall AES, (or its employees, agents, successors, or assigns) be liable to Client or any third party claiming through Client for indirect, special, incidental, consequential, exemplary, or punitive damages of any nature (including damages for loss of revenue, profits, business interruption, loss of business information, loss of capital, loss of technology, loss of data, increased costs of operation, litigation costs and the like) whether based upon a claim or action in contract, tort (including negligence), or any other legal or equitable theory, in connection with the supply, use or performance of the Services provided by AES to Client, regardless of whether AES has been advised of the possibility of such damages or such damages were reasonable foreseeable.

8. **Indemnification.**

8.1. **AES' Indemnification of Client.** To the fullest extent permitted by law, AES shall indemnify and hold harmless the Client, its officers, directors, employees or agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on a project subject to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) but only to the extent caused by the negligent acts or omissions of AES, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by a party indemnified hereunder.

8.2. **Client's Indemnification of AES.** To the fullest extent permitted by law, Client shall indemnify and hold harmless AES, its officers, directors, employees or agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on a project subject to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Client, its subcontractors (other than AES), anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by a party indemnified hereunder.

9. **Independent Entities.** Client and AES are independent entities, and nothing in this Agreement or otherwise shall be deemed or construed to create any other relationship, including one of employment, joint venture, or agency.

10. **Dispute Resolution.**

10.1. **Direct Discussion.** If a dispute arises out of or relates to this Agreement or its breach, the parties shall use good faith efforts to settle the dispute through direct negotiation.

10.2. **Project Status During Dispute.** If the dispute does not result in the termination of the Agreement, AES shall continue providing Services during all dispute resolution proceedings. Client shall continue to make payments in accordance with this Agreement, except with respect to amounts in dispute in accordance with Section 2.

10.3. **Mediation.** If the dispute cannot be settled through direct negotiation, except with respect to a matter involving payment of an invoice, the parties shall engage in mediation prior to entering into litigation, and shall endeavor to resolve the dispute through the involvement of a neutral mediator. The Construction Industry Mediation Rules of the American Arbitration Association shall govern this process unless otherwise agreed. The costs of any mediation proceeding shall be shared equally by the parties. No legal action will be filed until mediation has concluded.

11. **Standard of Care / Warranties.**

11.1. **Standard of Care.** All Services provided by AES shall be performed by appropriately qualified personnel, properly licensed whenever required, and shall meet all standards of industry skill, care and judgment ordinarily expected in the locality where the Services are provided.

11.2. **Warranties.** Construction work performed by AES includes a one (1) year warranty on materials and workmanship. AES warrants that such work shall be free from material defects not intrinsic in the design or material required in the Agreement, if any. AES' warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the project was not intended, improper or insufficient maintenance, modifications performed by the owner or others, or abuse. AES warrants that all materials shall be new unless otherwise specified, of good quality, in conformance with the Agreement, if any, and free from defective workmanship. If within one year the Client does not promptly notify AES of defective work, the Client waives AES' obligation to correct any defective work as well as the Client's right to claim a breach of warranty with respect to that defective work. If any of the Services are eliminated, or if AES is not retained to perform subsequent phases, AES' responsibility will extend only to the Services it completes.

12. **Time for Performance.**

12.1. AES' Services will be performed according to the schedule specified in the Letter Agreement or related Attachments approved by Client and AES and incorporated into this Agreement.

12.2. If the Services to be performed by AES are interrupted, disrupted, suspended, or delayed for any reason beyond the reasonable control of AES, the schedule of work and the date for completion will be adjusted accordingly. AES will be compensated for all reasonable increased costs resulting from such interruption, disruption, suspension, or delay.

13. Miscellaneous.

13.1. Entire Agreement. This Agreement and any Attachments which are or may be made a part thereof, constitute the entire agreement between the parties regarding the subject matter thereof, and all agreements, representations, promises, inducements, statements and understandings, made prior to or contemporaneous with this Agreement, written or oral, are superseded by this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of the parties hereto. No other act, document, usage or custom shall be deemed to modify this Agreement.

13.2. Governing Law and Jurisdiction. This Agreement shall be deemed to be an Agreement made under the laws of the State of Wisconsin, and for all purposes it, plus any related or supplemental exhibits, schedules, documents, or notices, shall be construed in accordance with and governed by the laws of such state. Both parties agree that the federal and state courts located in Wisconsin are an appropriate venue for any dispute between the parties, and both parties hereby submit to the jurisdiction of such courts. **CLIENT AND AES WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE BETWEEN THE PARTIES.**

13.3. Construction / Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing the instrument to be drafted. The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any section or provision hereof.

13.4. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, if either party is prevented from performing any of its obligations hereunder by laws, orders, regulations or directions of any government having jurisdiction over the parties hereto, or any department, agency, corporation or court thereof, or by war, act of public enemies, strikes or other labor disturbances, fires, floods, acts of God, or any causes of like or different kind beyond the reasonable control of either party, then such party shall be excused from any failure to perform any such obligation to the extent such failure is caused by any such law, order, regulation, direction or contingency.

13.5. Severability. Each provision contained herein is severable from the Agreement and if one or more provisions are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

13.6. Notices. All notices pursuant to this Agreement shall be in writing and shall be given by certified mail or personal delivery (including overnight mail by private carrier) to the address set forth on the signature page to this Agreement, or to such other address as may be subsequently provided by written notice given in accordance with this section. Such notices shall be deemed given when delivered (including by overnight mail by private carrier) or, if by mail, effective when deposited in the U.S. Mail certified with return receipt requested, postage prepaid.

13.7. Attorneys' Fees. In the event either party shall be the prevailing party in any suit for damages for breach of this Agreement, including nonpayment of invoices, or to enforce this Agreement, or to enjoin the other party from violating this Agreement, such party shall be entitled to recover as part of its damages its reasonable legal costs and related expenses, including attorneys' fees, in connection with bringing and maintaining any such action.

13.8. Successors and Assignees. This Agreement will be binding on AES and Client, and their successors, trustees, legal representatives, and assigns. Neither party may assign or transfer any rights, responsibilities, or interest in this Agreement without the written consent of the other party and any attempt to do so without such consent may be void, provided, however, in the case of an assignment by AES to an affiliate controlled by or under the common control of AES, Client's consent will not be unreasonably withheld. Nothing in this section will prevent AES from employing subcontractors or subconsultants to assist in the performance of Services under this Agreement.

13.9. Waiver. The failure of either party in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement, or the waiver by either party of any breach of the terms or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

13.10. Survival. All obligations of Client regarding amounts owed to AES and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement.

13.11. Exhibits and Attachments. All Exhibits and Attachments are incorporated and made part of this Agreement for all purposes.

13.12. Counterparts / Signatures. This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXHIBIT A

RATE SCHEDULE

PROFESSIONAL TITLE	RATE
Principal Ecologist	\$ 190.00 - 250.00/hour
Principal Ecotoxicologist	\$ 130.00 - 185.00/hour
Principal Environmental Engineer	\$ 130.00 – 180.00/hour
Senior Communications Consultant	\$ 170.00/hour
Senior Ecologist	\$ 110.00 - 160.00/hour
Senior Engineer	\$ 110.00 – 160.00/hours
Senior Geologist	\$ 180.00 – 200.00/hour
Senior Hydrologist	\$ 100.00 – 150.00/hour
Senior Landscape Architect/Planner	\$ 100.00 - 180.00/hour
Landscape Architect	\$ 90.00 – 120.00/hour
Staff Cartographer/GIS analyst	\$ 80.00 – 120.00/hour
Staff Ecologist	\$ 80.00 – 120.00/hour
Staff Engineer	\$ 100.00 - 150.00/hour
Staff Biologist	\$ 80.00 – 120.00/hour
Staff Ecological/Landscape Designer	\$ 80.00 – 120.00/hour
Associate Ecologist	\$ 85.00/hour
Associate Ecological/Landscape Designer	\$ 75.00/hour
CADD/GIS Draftsperson	\$ 70.00 - 95.00/hour
Technical Assistant	\$ 60.00/hour
Clerical	\$ 60.00/hour
OTHER SERVICES	
Construction Oversight	\$ 80.00-120.00/hour
Technical Writing	\$ 100.00/hour
Automated Data Compliance/Processing	\$ 35.00/hour
EXPENSES	
Transportation mileage	\$ 0.60/mile
Per Diem	\$ 50.00/person/day
Computer Plotting – Black and White	\$ 1.50/square foot
Computer Plotting - Color	\$ 3.00/square foot
Black and White Copies and Prints	\$ 0.10/page
Color Copies and Prints	\$ 0.25/page
11 x 17 prints – color	\$ 2.00/sheet
CD burning	\$ 1.00 each
DVD burning	\$ 5.00 each
Scanning – small document	\$ 0.10/page
Scanning – large document	\$ 3.50/square foot
GPS Equipment	\$ 200.00/day
Computer Processing	\$ 35.00/hour
Corporate Plane Air Fare	\$ 2.85/mile
Any additional services	Cost plus 15%

*Time spent providing testimony for legal proceedings will be billed at double normal hourly rate. Effective Jan 1, 2013



2018 - 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 with Semper Fi for the Crystal Creek Restoration in the Amount of \$279,538.00, attached hereto and hereby made part hereof.

DATED this ____ day of _____, 2018

APPROVED:

(seal)

John C. Schmitt, Village President

ATTEST:

Gerald S. Kautz, Village Clerk

by: _____
Michelle Weber, Deputy Clerk

CONTRACT AGREEMENT

THIS AGREEMENT, executed this 4th day of September in the year 2018, herein referred to as the "**AGREEMENT**" by and between the **Village of Algonquin, Illinois**, party of the first part and Semper Fi Land Services, Inc. party of the second part.

WITNESSETH, that the parties to these presents, each in consideration of the undertaking, promises, and agreements on the part of the other herein contained, have undertaken, promised, and agreed and do hereby undertake, promise, and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for himself or his heirs, executors, administrators, successors and assigns, as follows:

Crystal Creek Restoration per sealed bid for \$279,538.00

CA.1 DEFINITIONS

Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meaning:

The word "Owner" shall mean the part of the first part above designated.

The word "Contractor" shall mean the party of the second part above designated.

The word "Engineer" shall mean that person or firm duly appointed by the Owner to undertake the duties and power herein assigned to the Engineer, acting either directly or through duly authorized representatives.

The words "herein", "hereinafter", "hereunder" and words of like import shall be deemed to refer to the Contract Documents.

CA.2 THE CONTRACT DOCUMENTS

The AGREEMENT, the INFORMATION FOR BIDDERS, the Contractor's BID as accepted by the Owner, the SPECIFICATIONS, the Drawings, and all Addenda and amendments to any of the foregoing collectively constitute the Contract Documents, and are sometimes herein referred to as the "Contractor".

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of the AGREEMENT and the provisions of any of the other Contract Documents, the provisions of the AGREEMENT shall prevail.

CA. 3 OBLIGATIONS AND LIABILITY OF CONTRACTOR

The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents. ("the Work")

All parts of the work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specification, or vice versa, and all work and material usual and necessary to make the Work complete in all its parts, including all incidental work necessary to make it complete and are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by the Drawing and the specifications.

The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the Owner, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor accepts the relationship of trust and confidence established between him and the Owner by this Agreement. The Contractor covenants with the Owner to furnish his best skill and judgment and to cooperate with the Engineer in furthering the interests of the Owner.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchman, maintain lights, and take such other precaution as may be necessary to protect life and property.

The Contractor shall indemnify and save harmless the Indemnities (as that term is definition Table A hereto) and the Engineer and their officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees and expenses, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his subcontractors, the Owner, the Engineer or any of their respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits, and proceedings, provided, however, that the Contractor shall not be required to indemnify the Engineer, his officers, agents, servants or employees, against any such damages occasioned solely by defects in maps, plans, drawings, designs or specifications prepared, acquired or used by the Engineer and/or solely by the negligence or fault of the Engineer.

The Contractor shall have complete responsibility for the work and the protection thereof, and for preventing injuries to persons and damage to the work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by any right of the Engineer to give permission or directions relating to any part of the Work or the nature of the land (including but not limited to subsurface conditions) in or under on which the Work is done being different from indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other cause.

The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions

at his own expense with consent of the damaged party. In the event that consent is not given, the contractor shall continue to be liable for the damaged cause.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants, and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such contractor or contractors, the Contractor shall no claim against the Owner therefore, other than for an extension of time, but shall have recourse solely to such other contractors or subcontractor.

If any other contractor or any subcontractor of any such other contract of any such other contractor shall suffer claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agree to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

The Contractor agrees to and does hereby indemnify and save harmless the Owner from and against any and all claims by such other contractors or subcontractors alleging such loss, damage, or delay and from and against any and all claims, demands, suits, proceeding, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees and expenses, arising out of relating, to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under the AGREEMENT and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

The Contractor recognizes and acknowledges the right of the Owner through its representative, the Engineer, is to issue a written notice to stop work on any or all portion or portions of the Work if corrective action satisfactory to the Owner and Engineer has not been initiated with 48 hours after written notification is given to the Contractor's superintendent that the Work is not proceeding in conformance with the requirements of the Contract Documents. Exercise of this right by the Owner shall not form the basis for any claim by the Contractor for direct or indirect liability or cost against the Owner or the Engineer.

CA. 4 AUTHORITY OF THE ENGINEER

The Engineer shall be the sole judge of the intent and meaning of the drawing and specification and his decisions thereon and his interpretation thereof shall be final, conclusive and binding on all parties.

The Engineer shall be the Owner's representative during the life of the contract and he shall observe the Work in progress on behalf of the Owner. He shall have authority (1) to act behalf of the Owner to the extent expressly provided in the Contract or otherwise in writing; (2) to determine the amount, quality, acceptability and fitness of all work, materials and equipment required by the Contract; and (3) to decide all questions which arise in relation to the Work, the execution thereof, and the fulfillment of the Contract.

No work may be done by the Contractor when the Engineer is absent from the construction site unless Engineer has authorized such work.

CA. 5 SUPERVISION OF WORK

The Contractor shall be solely responsible for supervision of the Work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the Engineer in every possible way.

At all times, the Contractor shall have as his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to supply such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies, and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the Engineer. If, in the opinion of the Engineer, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the Engineer; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

CA. 6 INSURANCE

1. General Contractor's Insurance

Before starting and until final completion and acceptance of the Work and expirations of the guarantee period provided for in the AGREEMENT the Contractor shall procure and maintain insurance of the types specified in paragraphs (a) to (g), inclusive, below, and to the limits for this insurance specified in Table A attached to this AGREEMENT. To evidence said coverage, prior to the commencement of the Work, Contractor shall file with the Owner valid Certificates of Insurance and amendatory riders or endorsements to Contractor's insurance policies, all in form and substance and with companies satisfactory to the Owner, naming the Indemnities (as that term is defined in Table A hereto) or other persons or entities designated by the Owner as additional insured there under.

Said endorsements or amendatory riders shall indicate that as respects said additional insured, there shall be severability of interests under said insurance policies for all coverage provided under said insurance policies. The Certificates and amendatory riders or endorsements shall clearly indicate the specific coverage and shall contain a provision requiring the giving of written notice to the Owner and Engineer at least (30) days prior to the cancellation, non-renewal or material modification of any such policies, as evidenced by return receipt of United States Certified Mail. The owner reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by said certificates, riders or endorsements. Such policy copies shall be "Originally Signed Copies" and shall be so designated. If the Contractor fails to purchase or maintain or require to be purchased and maintained the liability insurance required hereunder, the Owner may (but shall not be obligated to) purchase such insurance on the Contractor's behalf and shall be entitled to be repaid for any premiums paid therefore by the Contractor. If the Contractor fails to reimburse the Owner within ten (10) days after the Owner sends a written invoice to the Contractor therefore, then the Owner may withhold any amount due and owing the Owner for such insurance from any payment thereafter due to the Contractor.

The following types of insurance shall be provided:

- a. Worker's Compensation insurance including Employer's liability to cover employee injuries or disease compensable under the Workman Compensation Statutes of the states in which work is conducted under this contract; disability benefit law, if any; or Federal compensation acts.
- b. A Comprehensive General Liability policy to cover bodily injury to person other than employee and for damage to tangible property, including loss of use thereof, including the following exposures:
 - 1. All premises and operations.
 - 2. Explosion, collapse and underground damage.
 - 3. Contractor's Protective coverage for independent contractors or subcontractors employed by him.
 - 4. Contractual Liability for the obligation assumed in the Indemnification of Hold Harmless agreement found in Paragraph CA-3 of this contract.
 - 5. The usual personal Injury Liability endorsement with no exclusions pertaining to employment.
 - 6. Products and Completed Operations converge. This coverage shall extend through the contract guarantee period.
- c. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the Ownership, maintenance or use of any motor vehicle, including owner, non-owned and hired vehicle. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability be written by the same insurance carrier, through not necessarily in one policy.
- d. NO TEXT
- e. The Contractor shall purchase a Builder's Risk - Installation Floater in a form acceptable to the Owner covering the property of the project for the full cost of replacement as of the time of any loss which shall include, as named insured, (1) the Contractor, (2) all Subcontractors, (3) all Sub-subcontractors, (4) the Owner, and the Engineer as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured (s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake. The Contractor may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any coinsurance penalties. Any insured loss under this contract shall be adjusted with the Owner and the Contractor and paid to the Owner as Trustee for the other insured.
- f. Umbrella or Excess Liability - The Owner may, for certain projects, require limits higher than those stated under "Limits of Liability" as listed in Table A of this contract. The Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ices) and shall apply both to the Contractor's general liability and to his automobile liability insurance.

- g. Railroad Protective Liability - Where such an exposure exists, the Contractor will provide coverage in the name of each railroad company having jurisdiction over right-of-way across which work under the Contract is to be performed. The form of policy and the limits of liability shall be determined by the railroad company(if) involved.

2. Insurance - Other Requirements.

- a. Notice of Cancellation of Intent Not to Renew - Policies will be endorsed to provide that at least 30 days written notice shall be given to the Owner and to the Engineer or cancellation or intent not renew.
- b. Evidence of Coverage - Prior to commencement of the Work, the Contractor shall furnish to the Owner, Certificates of Insurance in force. The Owner reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed copies", and so designated.

(1) Insurance required for the Contractor:

- (a) Workers' Compensation and Employer's Liability Comprehensive General Liability including:

- * All premises and operations
- * Explosion, collapse, and underground damage
- * Contractors Protective
- * Contractual Liability for obligations assumed in the Indemnification - Hold Harmless Agreement of this Contract
- * Personal Injury Policy
- * Products and Completed Operations

- (b) Comprehensive Automobile Liability - including owned, non-owned and hired vehicles.

- (c) Umbrella or Excess Liability.

(2) Insurance required for the Owner

- (a) The Contractor shall provide an endorsement on the general liability policy stating that the limits of liability applies separately to the project and that the Engineers and such public corporation in whose jurisdiction the work is located.

The Contractor shall also add as additional insured on the excess liability policy all parties covered under the general liability policy.

(3) Insurance Required for the Contractor and the Owner.

- (a) Builder Risk - Installation Floater which names as insured(s) the Owners; the Engineer(s); their consultants, agents, and all employees; the Contractor and all subcontractors.
- (4) Each subcontractor and/or sub-contractor of any tier shall maintain the following insurance in amount not less than those specified below:
 - (a) Worker's Compensation
 - (i) Statutory in accordance with the laws of the state with jurisdiction including Voluntary Compensation, Board Form All States Endorsement, U.S. Longshorements's and Harbor Worker's Coverage and Maritime Coverage.
 - (ii) Above to include employer's liability insurance at a limit of not less than \$500,000.00.
 - (b) Comprehensive General Liability
 - (i) Bodily Injury and Property Damage Liability in an amount not less than \$500,000.00 each occurrence and in the aggregate.
 - (ii) Above to include Blanket Contractual Liability, Products/Completed Operations, independent Contractors, Broad Form Property Damage, Personal Injury (Employees Exclusion deleted), and "X", "C" and "U" Exclusive deleted.
 - (c) Comprehensive Automobile Liability
 - (i) Bodily Injury and property Damage Liability in the amount not less than \$500,000.00 each occurrence and in the aggregate.
 - (d) Umbrella Liability
 - (i) \$3,000,000.00 each occurrence and in the aggregate in excess of the Item (a)(ii)., (b) and (c) above.
- c. Qualification of Insurer - In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall have a financial rating not lower than A+ as listed in A.M. Best's Key Rating Guide, current edition. Companies with rating lower than A+:XII will be acceptable only upon written consent of the Owner.

- d. Subrogation Clause - The following subrogation clause shall appear in all policies of property insurance, "Subrogation Clause" - It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein.
- e. When the Insurance coverage required hereunder, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall not less than thirty (30) days prior to such expiration or renewal date, supply the Owner with updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits or protection, and scope of coverage, as was provided by the Certificates and amendatory riders or endorsements originally supplied. Contractor shall maintain a file of Certificates of Insurance received from each subcontractor and/or sub-subcontractors of any tier.
- f. No Insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.
- g. NO TEXT
- h. Each subcontractor and sub-subcontractor of any tier shall furnish Contractor, before commencing work, Certificate of Insurance evidencing compliance with the minimum requirements listed above. Each Certificate will not be canceled or reduced without thirty (30) day's prior written notice to the Contractor.

CA. 7 PATENTS

The Contractor shall indemnify and save harmless the Owner and all persons acting for or on behalf of the Owner from all claims and liability of any nature or kind, and all damages, costs, and expenses, including attorney's fees, arising from or occasioned by an infringement or alleged infringement of any patents or patents right on any invention, process, material, equipment, article, or apparatus, or any part thereof, furnished and installed by the Contractor, or arising from or occasioned by the use or manufacture thereof, including their use by the Owner.

CA. 8 COMPLIANCE WITH LAWS

The Contractor shall keep himself fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the Work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawing, Specification or other Contract Documents in relation to any such laws, ordinance, rule, regulations, order decree or other requirement, the Contractor shall forthwith report the same to the Engineer in writing. The contractor shall at all times observe and comply with, and cause all his agents, servants, employees, and subcontractors to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Indemnities from and against any and all claims, demands, suits,

proceedings, liabilities, including attorney's fees and expenses, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or any other requirements, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

CA. 9 PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

CA. 10 PERMITS

The Contractor shall, at his own expense, take out and maintain all necessary permits from the county, municipal, or other public authorities; shall give notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.

CA. 11 NOT TO SUBLET OR ASSIGN

The Contractor shall constantly give the personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Owner, and shall not assign any of the moneys payable under the Contract, or his claim thereto, unless by and with the like written consent of the Owner and the Surety on the Contract Bonds. An assignment or subletting in violation hereof shall be void and unenforceable.

CA. 12 DELAY BY OWNER

The Owner may delay the beginning of the Work or any part thereof if the necessary lands or right-of-way for such work shall not have been obtained. The Contractor shall have no claim for additional compensation or damages on account of such delay, but shall be entitled only to an extension of time as hereinafter provided.

CA. 13 TIME FOR COMMENCEMENT & COMPLETION

The date of the commencement of the Work shall be the date established in a notice to proceed. The rate of progress shall be such that the Work shall be performed and completed in accordance with the Contract before the expiration of the time limit stipulated in Table A except as otherwise expressly provided herein. Time is of the essence of this Contract. The performance and completion of the Work before the expiration of the limit set forth in Table A is a material inducement to the Owner to enter into this Agreement.

It is agreed that the rate of progress herein required has been purposely made low enough to allow for the ordinary and foreseeable delays incident to construction work of this character. No extension of time will be given for ordinary or foreseeable delays, inclement weather, or accidents, and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress and completing the Work within the stipulated time limit.

If delays are caused by acts of God, acts of Government, unavoidable strikes, extra work, or other causes or contingencies clearly beyond the control or responsibility of the Contractor, the Contractor may be entitled to additional time to perform and complete the Work, provided that the Contractor shall, within ten (10) days from the beginning of such delay notify the Owner in writing, with a copy to the Engineer, of the causes and particulars of the delay. Upon receipt of such notification, the Owner shall review and evaluate the cause and the extent of the delay. If, under the terms of the AGREEMENT, the delay is properly excusable, the Owner will, in writing, appropriately extend the time for completion of the Work. (This paragraph will be interpreted to include delays in receipt of the equipment provided that the Contractor placed his order and submitted shop drawings for such shown due diligence in following the progress of the order, and that the time required for delivery is in accordance with conditions generally prevailing in the industry). The Contractor agrees that he shall not have or assert any claim for nor shall he be entitled to any additional compensation or damages on account of such delays.

The time in which the Work is to be performed and completed is of the essence of this AGREEMENT.

CA. 14 LIQUIDATED DAMAGES

In case the Contractor fails to complete the Work satisfactorily on or before the date of completion fixed herein or as duly extended as herein before provided, the Contractor agrees that the Owner shall deduct from the payments due the Contractor each month the sum indicated in Table A of this document, not as a penalty, but as fixed and liquidated damages for each day of such delay. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the Contractor, and, in case such damage shall exceed the amount of all moneys due or to become due the Contractor, the Contractor or his Surety shall pay the balance to the Owner.

In addition to any liquidated damages, the Contractor shall pay all engineering and inspection costs incurred after the date of completion. Payments shall be made in the same manner as the liquidated damages.

CA. 15 NIGHT AND SUNDAY WORK

No work shall be done at night or on Sunday except (1) usual protective work, such as pumping and the tending of lights, (2) work done in case of emergency threatening injury to persons or property, or (3) if all of the conditions set forth in the next paragraph below are met.

No work other than that included in (1) and (2) above shall be done at the night except when (a) in the sole judgment of the Engineer, the work will be of advantage to the Owner and can be performed satisfactorily at night, (b) the work will be done by a crew organized for regular and continuous night work, and (c) the Engineer has given written permission for such night work. The cost of resident representative beyond the normal 40 hour work week shall be paid for by the Contractor.

CA. 16 EMPLOY COMPETENT PERSONS

The Contractor shall employ only competent persons on the Work and shall not employ persons or means which may cause strikes, work stoppages, or any disturbances by persons employed by the Contractor, any subcontractor, the owner, the Engineer or any other contractor. Whenever the Engineer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise

unsatisfactory, or not employed in accordance with the provision of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Engineer.

CA. 17 EMPLOY SUFFICIENT LABOR AND EQUIPMENT

If in the sole judgment of the Engineer, the Contractor is not employing sufficient labor, plant, equipment or other means to complete the work within the time specified, the Engineer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Engineer deems necessary to enable the work to progress properly.

CA. 18 INTOXICATING LIQUORS

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the Work.

CA. 19 ACCESS TO WORK

The Owner, the Engineer, and their officers, agents, servants, and employees may at any and all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.

CA. 20 EXAMINATION OF WORK

The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down portions of finished work by the Contractor.

Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or his inspector and without his written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

CA. 21 DEFECTIVE WORK, ETC..

Until acceptance and during the applicable guarantee period thereafter, the Contractor shall promptly, without charge, repair, correct or replace work, equipment, materials, apparatus or parts thereof which are defective, damaged or unsuitable or which in any way fail to comply with or be in strict accordance with the provisions and requirements of the Contract or applicable guarantee and shall pay to the Owner all resulting costs, expenses, losses or damages suffered by the Owner.

If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the Work, or selected for the same, is rejected by the Engineer as unsuitable or not in conformity with the specification or any of the other Contract Documents, the Contractor shall forthwith remove such material, equipment, apparatus and other items from the site of the Work and shall at his own cost and expense make good and replace the same and any material furnished by the Owner which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employee or subcontractor.

CA. 22 PROTECTION AGAINST WATER AND STORM

The Contractor shall take all precautions necessary to prevent damage to the work by storm or water entering the site of the Work directly or through the ground. In case of damage by the storm or water, the Contractor shall at his own expense make such repairs or replacements or rebuild such parts of the Work as the Engineer may require in order that the finished Work may be completed as required by the Contract.

CA. 23 RIGHT TO MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the Work or the site, but all such material, equipment apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the Owner. Nothing in this subsection shall relieve the Contractor of his duty to protect and maintain all such materials, equipment, apparatus and other items.

CA. 24 CHANGES

The Owner, through the Engineer, may make changes in the Work and in the Drawings and Specifications therefore by making alterations therein, additions thereto or omissions therefrom. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease the quantities thereof, adjustment in compensation shall be made therefore at the unit prices stipulated in the Contract for such work, except that if unit price stipulated in the Contract for such work, except that if unit prices are not stipulated for such work, compensation for additional or increased work shall be made as provided hereinafter under the subsection titled "EXTRA WORK"; and for eliminated or decreased work the Contractor shall allow the Owner a reasonable credit as determined by the Engineer. Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Engineer authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

CA. 25 EXTRA WORK

The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein) when and as ordered in writing by the Engineer, at the unit prices stipulated either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the Engineer so elects, for the reasonable cost of such work, as determined by the Contractor and approved by the Engineer and Owner, plus a percentage of such cost, as set forth below. No extra work shall be paid for unless specifically ordered as such in writing by the Engineer.

The cost of extra work done under (b) above shall include the reasonable cost to the Contractor of materials used and equipment installed, common and skilled labor, and foremen, and the fair rental of all machinery and equipment used on the extra work for the period of such use.

At the request of the Engineer, the Contractor shall furnish itemized statements of the cost of the extra work ordered as above and give the Engineer access to all records, accounts, bills, and vouchers and correspondence relating thereto.

The Contractor may include in the cost of extra work the amounts of additional premiums, if any, paid on the required insurance on account of such extra work, of Social Security of other direct assessments upon the Contractor's payroll by Federal or other properly authorized public agencies, and of other approved payments made by the Contractor directly to his employees, but in fact are, and are customarily recognized as, part of the cost of doing work.

The Contractor shall not include in the cost of extra work any cost or rental of small tools, building, or any portion of the time of the Contractor, his superintendent, or his office and engineering staff.

To the cost of extra work done by the Contractor's own forces under (b) above (determined as stated above), the Contractor shall add 15 percent to cover his overhead, use of capital, the premium on the Bonds as assessed upon the amount of this extra work and profit.

In case of extra work done under b) by a subcontractor, the subcontractor shall compute, as above, his cost for the extra person, and the Contractor shall be allowed an additional 5 percent of the subcontractor's cost for the extra work to cover the cost of the Contractor's overhead, use of capital, the premium on the Bonds as assessed upon the amount of this extra work and profit. Said subcontractor's cost must be reasonable and approved by the Engineer.

If extra work is done under (b) above, the Contractor and/or subcontractor shall keep daily records of such extra work. The daily record shall include the names of the men employed, the nature of the work performed, and hours worked, materials and equipment incorporated, and machinery or equipment used, if any, in the prosecution of such extra work. This daily record, to constitute verification that the work was done, must be signed both by the Contractor's authorized representative and by the Engineer. A separate daily record shall be submitted for each Extra Work Order.

CA. 26 EXTENSION OF TIME ON ACCOUNT OF EXTRA WORK

When extra work is ordered near the completion of the Contract or any time during the progress of the Work which unavoidably increases the time for the completion of the Work, an extension of time shall be granted as hereinbefore provided.

CA. 27 CHANGES NOT TO EFFECT BONDS

It is distinctly agreed and understood that any changes made in the Work or the Drawing or Specifications thereof (whether such changes increase or decrease the amount thereof of the time required for it's performance) or any changes in the manner of time of payment made by the owner to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish, or effect the liability of the Surety on the Contract Bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect. The amount of the Bond shall be increased if the Contract value is increased.

CA. 28 CLAIMS FOR DAMAGES

If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within (10) days of occurrence of the alleged breach or within (10) days after such damages are alleged to have been sustained, whichever date is earlier, file with the Engineer a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and enforceable, and the shall not be entitled to any compensation for any such alleged damages. Within five (5) days after the timely filing of such statement, the Engineer shall file with the Owner one copy of the statement, together with his recommendations for action by the Owner.

CA. 29 ABANDONMENT OF WORK OR OTHER DEFAULT

If the work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the Contract or any moneys payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provision of the Contract, or if the Contract becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening any of which shall be and constitute a default under the contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue all Work or any part thereof; thereupon the Contractor shall discontinue such part thereof as the Owner may designate; and the Owner may, upon giving such notice, by contract or otherwise as it may be determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the Work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the Work, the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay the Owner any losses, damages, sustained or incurred by the Owner by reason of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any Contractor employed by the Owner take possession of and use or cause be used any and all materials, equipment, plant, machinery, appliances, tools, supplies, and such other items of every description that may be found or located at the site of the Work.

All costs, expenses, losses, damages, attorney's fees and expenses and any and all other charges incurred by the Owner under this subsection shall be charged against the Contractor and deducted and/or paid by the Owner out of any moneys due or payable or to become due or payable under the Contract to the Contractors; in computing the amounts chargeable to the Contractor, the Owner shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefor to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorney's fees and expenses and other charges together with all payments theretofore may to or for the account of the Contractor are less than the sum which would have been payable under the Contract, the Contractor shall be entitled to receive the difference, and, in case such costs, expenses, losses, damages, attorney's

fee and expenses and other charges, together with all payments theretofore made to or for the account, shall pay the amount of the excess to the Owner.

CA. 30 PRICES FOR WORK

The Owner shall pay and the Contractor shall receive the prices stipulated in the BID made a part thereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

CA. 31 MONEYS MAY BE RETAINED

The Owner may at any time retain from any moneys which would otherwise be payable hereunder so much thereof as the Owner may deem necessary to complete the Work hereunder and to reimburse it for all costs, expenses, losses, damage and damages chargeable to the Contractor hereunder.

CA. 32 FORMAL ACCEPTANCE

This agreement constitutes an entire contract for one whole and complete Work or result. Fixing of the date of completion and acceptance of the Work or a specified part thereof shall only be effective when accomplished by a writing specifically so stating and signed by the Owner.

CA. 33 PROGRESS ESTIMATES

Once a month, except as hereinafter provided, the Contractor shall submit to the Engineer, a request for a progress payment on a Contractor's Sworn Statement form for work completed in the previous calendar month. The Contractor shall attach to each such request current waivers of lien for work performed and materials and equipment supplied during the period covered by such request.

The Engineer shall check each progress payment request and forward the same to the Owner together with his certification that the work covered by such request has been performed satisfactorily. Upon approval of such payment requests by the Owner, the Owner shall make payment to the Contractor of the amount of such requests. The owner may retain from such payments an amount equal to ten (10) percent of the payment request. The Owner may reduce the ten (10) percent retainage to five (5) percent retainage when project is 50% complete if, in the opinion of the Owner, the Contractor is making satisfactory progress. The Owner may retain such other sums as are provided for in this Contract.

Estimates of lump-sum items shall be based on a schedule dividing each such item into its appropriate component parts together with a quantity and a unit price for each part so that the sum of the products of prices and quantities will equal the Contract price for the item. This schedule shall be submitted by the Contractor for and must have the approval of the Engineer before the first estimate becomes due.

If the Engineer determines that the progress of the Work will be benefited by the delivery to the site of certain materials and equipment, when available, in advance or actual requirement therefore and if such materials and equipment are delivered and properly stored and protected by invoices or other suitable vouchers satisfactory to the Engineer, less the retained percentages as above provided, may be included in the progress estimates; provided always that there be duly executed and delivered by the Contractor to the Engineer at the same time a Bill of Sale in form satisfactory to the Owner,

transferring and assigning to the Owner full ownership and title to such materials or equipment.

The Owner will make progress payments to the contractor within 30 calendar days after the approval by the Owner of the payment request. Contractor acknowledges that payments due hereunder may be provided by the Owner's construction lender for the Project (the "Lender") pursuant to the terms of a Construction Loan Agreement (the "Loan Agreement") through the construction escrow the Chicago Title Insurance Company (the "Title Insurer"). Contractor agrees: (i) to comply with all the requirements which may be imposed by the Loan Agreement with respect to reports of construction and conditions of payment; (ii) to consent to the assignment of this Agreement to Lender and to execute such acknowledgments and other documents as Lender may reasonably require; and (iii) to provide any and all additional documents that are required from the Contractor, any subcontractor or material suppliers by the Title Insurer as further evidence of such parties right to payment and to assure that the Work is free of any mechanics' lien claims. In addition, Contractor shall fully cooperate with and provide all construction reports and notices required by any inspecting engineer/architect or consultant of Lender. No progress payment shall constitute and acceptance of any work not in accordance with the Contract Documents.

CA. 34 PARTIAL ACCEPTANCE

The Owner may, at any time in a written order to the Contractor (1) declare that he intends to use a specified part of the Work which in his opinion is sufficiently complete, in accordance with the Contract Documents, to permit its use; (2) enclose a tentative list of items remaining to be completed or corrected, and (3) fix the date of acceptance of that specified part of the Work.

Within 45 days after acceptance under this subsection, the Engineer shall make an estimate in writing of the amount and value of the part of the Work so accepted. The Owner shall pay said amount to the Contractor after deducting therefore all previous payments, all charges against the Contractor as provisions of the Contract, said payment to be made at the time of the next monthly progress estimate.

Acceptance by the Owner under this subsection shall not relieve the Contractor of any obligations under the Contract Documents except agreed upon in writing between from any part of the Work which has been accepted, but the Owner will allow the Contractor reasonable access thereto to complete or correct items on the punchlist.

CA. 35 FINAL ESTIMATE AND PAYMENT

As soon as practicable after final completion of the Work, the Engineer shall make a final estimate in writing of the quantity of work done under the Contract and the amount earned by the Contractor.

The Owner shall pay to the Contractor the entire amount found by the Engineer to be earned and due hereunder after deducting therefrom all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be made as provided for in Paragraph CA.33 but in no event before, the expiration of the time within which claims for labor performed or materials or equipment furnished must be filed under the applicable Lien Law.

All quantities shown on progress estimates and all prior payments shall be subject to correction in the final estimate and payment.

CA. 36 LIENS

If at any time any notices of lien are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at his own cost and expense, promptly discharge, remove or otherwise dispose of the same in a manner satisfactory to the Owner, and until such discharge, removal or disposition, the Owner shall have the right to retain from any moneys payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorney's fees and expenses, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

CA. 37 CLAIMS

If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorney's fee and expenses, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

CA. 38 APPLICATION OF MONEYS RETAINED

The Owner may apply any moneys retained hereunder to reimburse itself for any and all costs, expenses, losses, damage and damages, liabilities, suits, judgments and wards incurred, suffered or sustained by the Owner and chargeable to the Contractor hereunder or as determined hereunder.

CA. 39 NO WAIVER

Neither the inspection by the Owner or the Engineer, nor any order, measurement, approval, determination, decision or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Work by the Owner, nor any extension of time, nor any other act or omission of the Owner or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, nor of any remedy, power or right of or herein reserved to the Owner, nor the right to damages for breach of contract. Any and all rights and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by the law, the Owner shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his subcontractors or by any other person or persons.

CA. 40 LIABILITY OF OWNER

No persons, firm or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or valid either against the Owner or any agent of the owner and neither the Owner nor any agent of the Owner shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Owner and every agent of the Owner of and from any and all claims, demands, damages, and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason

of the Work, except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.

CA. 41 GUARANTEE

The Contractor guarantees that the Work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one (1) year from and after the date of completion and acceptance of the Work as stated in the final estimate, and within three (3) days from the receipt of any written notice from the Owner stating the Work has failed to conform with the forgoing guarantee during said one (1) year period, Contractor shall commence the correction thereof. The Contractor's obligations under this subsection 41 shall survive termination of the Contract and shall be fully assignable by the Owner. If part of the Work is accepted in accordance with that subsection of this AGREEMENT titled "Partial Acceptance", the guarantee for that part of the work shall be for a period of one (1) year from the date fixed for such acceptance. All bonds shall remain in full force and effect during the guarantee period.

CA. 42 RETAIN MONEY FOR REPAIRS

The Owner may retain out of the moneys otherwise payable to the Contractor hereunder a percentage of the amount thereof and set for in Table A and may expend the same, in the manner hereinafter provided, in making such repairs, corrections, or replacements in the Work as the Owner, in its sole judgment, may deem necessary.

If at any time within the said period of guarantee any part of the Work requires repairing, corrections, or replacements, the owner may notify the Contractor in writing to make the required repairs, corrections, or replacements. If the Contractor neglects to commence making such repairs, corrections, replacements to the satisfaction of the Owner within three (3) days from the date or receipt of such notice, or having commenced fails to prosecute such work with diligence, the Owner may employ other persons to make the same. The Owner shall pay the cost and expenses of the amounts retained for that purpose. If the amounts retained by the Owner are insufficient to pay for said corrective work, then the Contractor shall pay the difference to Owner upon demand. Upon the expiration of the said period of guarantee, provided that the Work at that time is in good order, the Contractor will be entitled to received the whole or such part of the sum last aforesaid, if any, as may remain after the cost and expenses of making said repairs, corrections, or replacements, in the manner aforesaid, have been paid therefrom.

CA. 43 LEGAL ADDRESS OF CONTRACTOR

The Contractor's business address as set forth herein below and his office at or near the site of the Work are below and his office at or near the site of work are both hereby designated as places to which communications shall be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the United States Post Office or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor and delivered to the Engineer and the Owner. Service of any notice, letter, or

other communication upon the Contractor personally shall likewise be deemed sufficient service.

CA. 44 HEADINGS

The Heading or titles of any section, subsection, paragraph, provision, or part of the Contract Documents shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision or part.

CA. 45 EMPLOYMENT of ILLINOIS WORKERS ON PUBLIC WORKS

If at the time this contract is executed, or if during the term of this contract, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30ILCS 570/0.01 et seq., as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois laborers in accordance with the "Employment of Illinois Workers on Public Works Act." An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

CA. 46 MODIFICATION OR TERMINATION

Except as otherwise expressly provided herein, the Contract may not be modified or terminated except in writing signed by the parties hereto.

IN WITNESS HEREOF, the parties to this AGREEMENT have hereunder set their hands and seals as of the day and year above written.

Village of Algonquin

Signature

John C. Schmitt, Village President
Title

Attest & Seal Village Clerk

Contractor:

Name

Signature

Title

Attest & Seal

CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR

If a Corporation

FOR AGREEMENT

State of _____

County of _____

On this _____ day of _____, 20____,

Before me personally came _____
to me known, who being by me duly sworn, did depose and say as follows:

That he resides at _____
And is the _____
of _____
the corporation described in and which executed the foregoing instrument; that he knows
the corporate seal of said corporation; that the seal affixed to the foregoing instrument is
such corporate seal and it was so affixed by order of the Board of Directors of said
corporation; and that the like order he signed thereto his name and official designation.

Notary Public (Seal)

My commission expires _____

TABLE A

AGREEMENT SUBSECTION REFERENCE

	<u>ITEM</u>	<u>MIN LIMITS</u>
CA.6.1.a	Coverage A – Workers Compensation	STATUTORY
	Coverage B- Employer's Liability	
	Bodily Injury by accident	\$100,000
	Bodily Injury by Disease	\$100,000
	Bodily Injury by Disease	\$500,000
	Policy Limit	
CA.6.1.b	Comprehensive General Liability	
	Bodily Injury, each Occurrence	\$500,000
	Bodily Injury, Aggregate(completed Operations)	\$500,000
	Property Damage, Each Occurrence	\$100,000
	Property Damage, Aggregate or Combined single limit	\$1,000,000
CA.6.1.c	Comprehensive Automobile Liability	
	Bodily Injury, each Person	\$250,000
	Bodily Injury, each Occurrence	\$500,000
	Property Damage, each Occurrence	\$100,000
	Combined single limit	\$1,000,000
CA.6.1.e	Builder's Risk - Installation Floater	Not Required
CA.6.1.f	Umbrella or Excess Liability	\$3,000,000
CA.6.1.g	Railroad Protective Liability	By Railroad
CA.13	Time for Completion	70 working days
CA.14	Liquidated Damages for each calendar day of delay in completion time	\$1,000.00 /day
CA.33	Amount of minimum progress Estimates	None
CA.42	Percentage to be Retained for Repairs	10%

END OF CONTRACT AGREEMENT

CONTRACT BONDS - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
 (an individual partnership or corporation), duly organized under the Laws of the State of _____,
 and having a usual place of business at _____,
 _____ as Principal a _____,
 a corporation duly organized under the Laws of the State of Illinois _____,
 and duly authorized to do business in the State of Illinois, and having a usual place of
 business at _____, as Surety, are holden and stand firmly
 bound and obligated unto the _____, as obligee,
 in the sum of _____,
 lawful money of the United States of America, to and for the true payment whereof we
 bind ourselves and, each of us, our heirs, executors, administrators, successors, and
 assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal, by means of a written AGREEMENT (which together with
 the Contract Documents in said AGREEMENT referred to are collectively sometime
 referred to as

the "Contract"), dated _____, has entered into a contract with
 the said obligee for the _____, a copy of which
 AGREEMENT is attached hereto and by reference made a part hereof.

NOW, THEREFORE, THE CONDITION of this obligation is such that if the Principal
 shall well and truly keep and fully and faithfully perform all of the terms and conditions
 of said AGREEMENT and of the "Contract Documents" referred to in said
 AGREEMENT (which collectively are hereinafter and in said AGREEMENT sometimes
 referred to as the "CONTRACT") and all modifications thereof
 on the Principal's part to be performed, this obligation shall be void; otherwise it shall
 remain in full force and effect.

Whenever the said Principal shall be, and declared by the Owner to be, in default under
 said Contract, the Owner having performed the owners obligation thereunder, the Surety,
 for value received, shall promptly remedy the default, or at the option of the Owner, shall
 promptly

- (a) Complete the said AGREEMENT and/or Contract in accordance with its terms
 and conditions, or
- (b) Obtain a bid or bids for submission to and the approval of the Owner for
 completing the said AGREEMENT and/or Contract and any modifications thereof
 in accordance with the terms and conditions thereof, and upon determination by
 the Owner and the Surety of the lowest responsible and acceptable bidder, arrange
 for a contract between such bidder and the Owner, and make available to the
 Owner as the work progresses (even though there should be a default or a
 succession of defaults under the Contract or Contracts of completion arranged
 under this paragraph) sufficient funds to pay the cost of completion less a sum

that shall be equal to the difference between the Contractor price as fixed and provided in said AGREEMENT and/or Contract or any modification thereof to be paid by the Owner to and/or for the account of and/or chargeable against the Principal, but not exceeding (including other costs and damages for which the Surety may be liable hereunder) the amount set forth in the first paragraph hereof.

The Surety, for value received, agree further that no charges in, omissions from, or alterations, modifications or additions to the terms and provisions of said AGREEMENT and/or Contract or the work to be performed thereunder, and that no extensions of time given or changes made in the manner or time of making payments thereunder, shall in any way affect the Surety's obligation on this Bond, and the Surety hereby waives notice of any such changes, omissions, alterations, modifications, additions or extension.

No right of action shall accrue on this Bond to or for the use of any persons other than the Owner named herein or the heirs, executors, administrators, successors and assigns of the Owner.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to _____
counterparts of this Bond, this _____ day of _____, in the year
Two Thousand and _____.

Principal (Seal)

Principal (Seal)

Principal (Seal)

Surety (Seal)

Surety (Seal)

NOTE:

If the Principal (Contractor) is a partnership, the Bond shall be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond shall be signed in its correct name by its duly authorized officer or officers.

If the Bond is signed on behalf of the Surety by an attorney in fact, there shall be attached to it a duly certified copy of his power of attorney showing his authority to sign such Bonds.

There should be an executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the AGREEMENT.

IMPORTANT: All Surety companies executing BONDS must hold certificates of authority as acceptable sureties (31 CFR 223) and be authorized to transact business in the State of Illinois.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
(an individual, a partnership, a corporation) duly organized under the Laws of the State of _____, and having a usual place of business at _____, as Principal, and _____, a corporation duly organized under the Laws of the State of Illinois _____, and duly authorized to do business in the State of Illinois, and having a usual place of business at _____, as Surety, are holden and stand firmly bound and obligated unto the _____, as obligee, in the sum of _____, lawful money of the United States of America, to and for the true payment whereof we bind ourselves and, each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal, by means of a written AGREEMENT (which together with the Contract Documents in said AGREEMENT referred to are collectively sometime referred to as

the "Contract"), dated _____, has entered into a contract with the said obligee for the _____, a copy of which AGREEMENT is attached hereto and by reference made a part hereof.

NOW, THEREFORE, THE CONDITION of this obligation is such, that if the Principal shall promptly make payments to all claimants as hereinafter defined, for all labor performed or furnished and for all materials and equipment furnished for or used in or in connection with the work called for by said Agreement and/or Contract and any modifications thereof, including lumber used but not incorporated in said work, and for the rental of hire of vehicles, tools, and other appliances and equipment furnished for or use disconnection with said work, this obligation shall be void; otherwise shall remain in full force and effect, subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for Labor, materials and/or equipment used or reasonably required for use in the performance of the said work, labor and materials being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service of rental of equipment directly applicable to the said AGREEMENT and/or Contract and modifications thereof.
- (b) The above named Principal and Surety hereby jointly and severally agree with the Owner that every claim and has herein defined, who has not been paid in full before the expiration of a period of (90) days after the date on which the last of such claimant's work or labor was done or performed, or material or equipment were furnished by such claimant's may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for payment of any costs or expenses of any such suit.

- (c) No suit or action shall be commenced hereunder by a claimant,
- (i) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within (90) days after such claimant did nor performed the last of the work or labor, or furnished the last of the materials or equipment for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials or equipment were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety at any place where an office is regular maintained for transaction of business, or served in any manner in which legal process may be served in the state in which the said work is located, save that such service need not be made by a public officer.
 - (ii) After the expiration of one (1) year following the date on which the Principal ceased work on said AGREEMENT and/or Contract and any modifications thereof, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (iii) Other than in a court of competent jurisdiction in and for the county or other political subdivision of the state in which the said work, or any part thereof, is situated, or in the United States District Court for the district in which the said Work, or any part thereof, is situated, and not elsewhere.
- (d) The amount of his bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said AGREEMENT and/or Contract or said Work, whether or not claim for the amount of such lien be presented under and against this bond.

The Surety, for value received, agrees further that no changes in, omissions form, or alternations, modifications or additions to the terms and provisions of said AGREEMENT and/or Contract or the Work to be performed thereunder, and that no extensions of time be given or changes made in the manner or time of making payments thereunder, shall in any way affect the Surety's obligations on this Bond, and the Surety hereby waives notice of any such changes, omissions, alteration, modifications, additions or extensions.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to _____
Two Thousand and _____.

Principal (Seal)

Principal (Seal)

Principal (Seal)

Surety (Seal)

Surety (Seal)

NOTE:

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond shall be signed in its correct name by its duly authorized officer or officers.

If this Bond is signed on behalf of the Surety by an attorney - in- fact, there shall be attached to it a duly certified copy of his power of attorney showing his authority to sign such Bonds.

There should be an executed and approximate number of counterparts of the Bond corresponding to the number of counterparts of the AGREEMENT.

IMPORTANT: All surety companies executing BONDS must hold certifications of authority as acceptable sureties (31CFR 223) and be authorized to transact business in the State of Illinois.

CONTRACT BONDS

Certificate of Acknowledgment of Contractor if a corporation

State of _____)
 County of _____) ss:

On this _____ day of _____, 20____,

before me personally came _____ to me known, who being by me duly sworn, did depose and say as follows:

That he resides at _____ and is the,

_____ of _____, the corporation describes in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the board of Directors of said corporation; and that by the like order he signed thereto his name and official designation.

 Notary Public (Seal)

My commission expires_____.

Project: Crystal Creek Restoration					
ITEM	DESCRIPTION	QUANTITY TOTAL	UNIT	UNIT COST	COST SUBTOTAL
1	SITE PREPARATION				
1.1	MOBILIZATION	1	LS	\$15,800.00	\$ 15,800.00 -
1.2	CLEARING AND GRUBBING	0.59	AC	\$2,850.00	\$ 1,681.50 -
1.3	TREE REMOVAL	46	UNIT	\$73.00	\$ 3,358.00 -
1.3	HERBICIDING	1.18	AC	\$1,325.00	\$ 1,563.50 -
1.4	DISCING/TILLING	0.62	AC	\$3,550.00	\$ 2,201.00 -
	SITE PREPARATION SUBTOTAL				\$ 24,604.00-
2	EARTHWORK				
2.1	TOPSOIL STRIP/STOCKPILE/RESPREAD	47	CY	\$52.50	\$ 2,467.50 -
2.2	EXCAVATION	535	CY	\$64.00	\$ 34,240.00 -
2.3	FINE GRADING	768	SY	\$6.10	\$ 4,684.80 -
2.4	STONE TOE PROTECTION (535 FT)	1021	TON	\$97.00	\$ 99,037.00-
2.5	STONE BEDDING	212	TON	\$62.00	\$ 13,144.00-
2.6	RIPRAP	67	TON	\$112.00	\$ 7,504.00-
2.7	CHECK DAM REPAIR	2	TON	\$472.00	\$ 944.00-
2.8	STONE J-HOOK REPAIR	1	LS	\$1,250.70	\$ 1,250.70-
	EARTHWORK SUBTOTAL				\$ 163,272.00-
3	TEMPORARY EROSION AND SEDIMENT CONTROL				
3.1	EROSION CONTROL BLANKET - BANKS	4,263	SY	\$3.00	\$ 12,789.00 -
3.2	EROSION CONTROL BLANKET - CHANNEL	2,406	SY	\$2.40	\$ 5,774.40 -
3.3	TEMPORARY ROCK CONSTRUCTION ENTRANCE	1	EA	\$4,712.60	\$ 4,712.60 -
3.4	TEMPORARY CREEK CROSSING	2	EA	\$11,800.00	\$ 23,600.00 -
	TEMPORARY EROSION AND SEDIMENT CONTROL SUBTOTAL				\$ 46,876.00 -
4	ECOLOGICAL RESTORATION & MANAGEMENT				
4.1	WET-MESIC PRAIRIE SEEDING	0.72	AC	\$2,935.00	\$ 2,113.20 -
4.2	DRY-MESIC PRAIRIE SEEDING	0.41	AC	\$2,800.00	\$ 1,148.00 -
4.3	WET PRAIRIE SEEDING	0.35	AC	\$3,300.00	\$ 1,155.00 -
4.4	WET PRAIRIE PLANTS	1,215	EA	\$4.65	\$ 5,649.75 -
4.5	IDOT CLASS 1 LAWN MIX SEEDING	0.08	AC	\$14,400.00	\$ 1,152.00 -
4.6	MANAGEMENT OF PLANTINGS (ALL ZONES, 3 YEARS)	1	LS	\$33,550.05	\$ 33,550.05 -
	TEMPORARY EROSION AND SEDIMENT CONTROL SUBTOTAL				\$ 44,786.00 -
5	BIDDER'S PROPOSAL FOR MAKING ENTIRE IMPROVEMENTS				\$279,538.00

****Please note pre-qualification on previous page
before you submit a bid**

Proposal and Acceptance

Bid for Crystal Creek Restoration

1. Bid Price

The contractor agrees to provide the product stated in this specification for the price of:

\$ 279,538.00
(number)

Two hundred seventy nine thousand five hundred thirty eight dollars and zero cents
(written words)

****Please note pre-qualifications before you submit a bid****

2. Company Information and Signature

Name of Firm: Semper Fi Land Services, Inc.

Address of Firm: 1215 Deer Street
Yorkville, IL 60560

Phone Number: 630-518-8484

Officials Name: Robert Velazquez

Officials Title: President

Signature: 



2018 - 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 EnCap for the Creeks Crossing Park and Drainage Improvements in the Amount of \$685,903.60, attached hereto and hereby made part hereof.

DATED this ____ day of _____, 2018

APPROVED:

(seal)

John C. Schmitt, Village President

ATTEST:

Gerald S. Kautz, Village Clerk

by: _____
Michelle Weber, Deputy Clerk



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

PROJECT NO. VoA16-05-16A

SIGNATURE FORM

This AGREEMENT is made and entered into this 4th day of September, 2018, by and between the Village of Algonquin, 2200 Harnish Drive, Algonquin, IL, 60102 (VILLAGE) and Encap, Inc. of 2585 Wagner Ct., Dekalk, IL 60115 (CONTRACTOR).

WITNESSETH

Whereas, the VILLAGE has prepared certain plans and specifications dated April 27th, 2018 for Creeks Crossing Park & Drainage Improvements (VoA16-05-16A) under the terms and conditions fully stated and set forth, and;

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

NOW, THEREFORE, IT IS AGREED:

1. VILLAGE hereby accepts the BID of the CONTRACTOR for the work in the sum of \$685,903.60 (Six Hundred & Eighty-five Thousand, Nine Hundred & three Dollars and Sixty Cents).
2. CONTRACTOR agrees to complete the work within/by November 15th, 2018 after receipt of the Notice to Proceed.
3. This Contract consists of the following component parts which are made a part of this agreement and Contract as fully and absolutely as if they were set out in detail in the Contract:
 - a. Creeks Crossing Park & Drainage Improvements, prepared by HR Green, dated April 27th, 2018
 - b. The State of Illinois Standard Specifications for Road and Bridge Construction, adopted April 1st, 2016, the Supplemental Specifications and applicable Special Provisions effective on the date of the BID and the Standard Specifications for Sewer and Watermain Construction in Illinois, 2014 as well as the Village of Algonquin Standard Specifications & Details for Construction and Estimating, 2017, except as modified by these documents
 - c. All Bidding Documents
4. Two (2) copies of this Contract shall be fully executed by all of the parties hereto.

Continued on next page.

Public Works • 110 Meyer Drive • Algonquin, Illinois 60102-2442 • 847/658-2754 • Fax 847/658-2759

www.algonquin.org

Page 1 of 5



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

PROJECT NO. VoA16-05-16A

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

VILLAGE OF ALGONQUIN:

CONTRACTOR:

By: _____
Mr. John Schmitt, Village President

By: _____
(Signature)

(Print Name)

(Title)

ATTEST:

ATTEST:

By: _____
Gerald S. Kautz, Village Clerk

By: _____
(Company Official)

(SEAL)

(NOTARY)



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

PROJECT NO. VoA16-05-16A

INSURANCE CERTIFICATE

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



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

PROJECT NO. VoA16-05-16A

BOND No.

PAYMENT & PERFORMANCE BOND

Know all men by these presents that

Encap, Inc.

2585 Wagner Ct.

DeKalb, IL 60115

as Principal, hereinafter called the CONTRACTOR, and

Bond Surety Company Name: _____

Street Address _____

City, State, Zip _____

as Surety, hereinafter called the SURETY, are held and firmly bound unto the

Village of Algonquin

2200 Harnish Drive

Algonquin, IL 60102

as Obligee, hereinafter called the VILLAGE, in the amount of \$685,903.60 (Six Hundred & Eighty-five Thousand, Nine Hundred & three Dollars and Sixty Cents) that represents 100% of the Contract Price for the payment whereof CONTRACTOR & SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the CONTRACTOR has by written agreement dated (September 4th, 2018) entered into a contract with the VILLAGE for the project known as Creeks Crossing Park & Drainage Improvements in accordance with drawings, and specifications prepared by the VILLAGE, which Contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

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

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



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

PROJECT NO. VoA16-05-16A

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

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

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

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

In the Presence of:

Witness (Print)

Principal (Signature)

Witness (Signature)

Title

Surety (Signature)

Surety (Print)

Title



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

PROJECT NO. VoA17-09-14A

This CONTRACT, made and entered into this 4th day of September, 2018, by and between the Village of Algonquin, 2200 Harnish Drive, Algonquin, IL, 60102 party of the first part, hereinafter referred to as the VILLAGE and HR Green, 420 N. Front St. Suite 100, McHenry, IL 60050 party of the second part, hereinafter referred to as the CONSULTANT.

WITNESSETH

Whereas, the VILLAGE has prepared a certain SCOPE OF SERVICES dated August 13th, 2018 for the Souwanas Creek Reach 2 Improvements project under the terms and conditions fully stated and set forth, and;

Whereas, said plans, specifications, and proposal fully describe the terms and conditions upon which the CONSULTANT offers to perform all specified services ("Services"):

NOW, THEREFORE, IT IS AGREED:

1. That the VILLAGE hereby accepts the PROPOSAL of the CONSULTANT to perform the Services for the project in the Not To Exceed amount of \$47,250.00 (Forty-seven Thousand, Two Hundred & Fifty Dollars, & Zero Cents).
2. That the CONSULTANT agrees to complete the SCOPE OF SERVICES.
3. That this Contract consists of the following component parts which are made a part of this Contract as fully and absolutely as if they were set out in detail in the Contract:
 - a. Request for Proposal dated August 13th, 2018
 - b. Engineering Consultant Agreement
 - c. Consultant's Insurance Certificate(s) and required endorsements

Above components are complementary and what is called for by one shall be as binding as if called for by all.

4. The payments are to be made to the CONSULTANT in accordance with and subject to the provisions of this Contract
5. That this Contract is executed in 2 copies.

Continued on next page



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

PROJECT NO. VoA17-09-14A

In Witness Whereof, the parties hereto have hereunto set their hands and seals the date first written above.

VILLAGE OF ALGONQUIN:

CONSULTANT:

By: _____
Mr. John Schmitt (Village President)

By: _____
(Signature)

(Print Name)

(Title)

ATTEST:

ATTEST:

By: _____
Gerald S. Kautz, Village Clerk

By: _____
(Company Official)

(SEAL)

(NOTARY)



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

PROJECT NO. VoA17-09-14A

INSURANCE CERTIFICATE

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



Village of Algonquin
The Gem of the Fox River Valley

CONTRACT
PROJECT NO. VoA17-09-14A

Engineering Consultant Agreement
or
Amendment to Master Agreement



2018 - 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 HR Green for the Phase 2 Design Engineering services for the Souwannas Creek Reach 2 Improvements in the Amount of \$47,250.00, attached hereto and hereby made part hereof.

DATED this ____ day of _____, 2018

APPROVED:

(seal)

John C. Schmitt, Village President

ATTEST:

Gerald S. Kautz, Village Clerk

by: _____
Michelle Weber, Deputy Clerk

ENGINEERING CONSULTANT AGREEMENT

This Agreement, made and entered into by and between the Village of Algonquin, Illinois (the "Village") and HR GREEN, INC. ("AKA"), has been prepared and executed to provide professional consulting engineering services. In consideration of the agreements made herein, the parties agree to the terms, provisions, and conditions as set forth in this Agreement.

OBLIGATIONS OF DESIGN ENGINEER

1. Services

The Scope of Services shall be as outlined in the attached approved proposal. The Village may make changes or approve changes within the Scope of Services in this Agreement. If such change materially affects the Consultant's cost or time required for performance of the Services, upon written request by the Consultant, the Village may equitably adjust the time or compensation through a written amendment to this Agreement.

2. Insurance

Consultant shall furnish and maintain in effect during the term of this Agreement the insurance coverage described below, which insurance shall be placed with insurance companies rated "A" or better by the current edition of Best's Key Rating Guide. Such insurance companies shall be authorized to do business in the State of Illinois.

a. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

i. Worker's Compensation and Employers' Liability Insurance.

Worker's Compensation or similar insurance in amounts and in form in accordance with all applicable statutory requirements, including Broad Form All States and Voluntary Compensation Endorsements, and

Employers Liability Insurance with limits of not less than \$500,000 per accident, \$500,000 per disease and \$1,000,000 policy limit on disease.

- ii. **A Commercial General Liability.** Commercial General Liability Insurance on an occurrence basis for the operations of the Consultant which shall include: bodily injury, property damage, personal injury, sickness, disease, products, completed operations, blanket contractual and broad form property damage coverage, with combined single limits of not less than \$2,000,000 per occurrence and in the aggregate. Consultant may provide the coverage required herein through the use of a primary liability policy or through a combination of primary liability and umbrella liability policies.
- iii. **A Commercial Automobile Liability.** Automobile Liability Insurance to insure operations of all owned, non-owned, leased and hired motor vehicles. Limits of liability shall not be less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- iv. **Professional Liability Insurance.** Professional Liability Errors and Omissions Insurance, including contractual liability coverage, for all claims the Consultant shall become legally obligated to pay resulting from any negligent act, error or omission related to the Consultant's professional services required under this Agreement, with limits of not less than \$1,000,000 per occurrence and in the aggregate. This policy shall remain in effect during the term of this Agreement and for three (3) years after final completion of the Services. The deductible for this coverage shall not exceed \$50,000.

b. **Other Insurance Provisions.**

- i. **Additional Insured Coverage Endorsements.** The Commercial General Liability Insurance and Automobile Liability Insurance required by this Agreement shall name the Village, its employees and elected officials ("Additional Insureds"), as additional insureds with respect to the Consultant's operations under this Agreement pursuant

to a written endorsement with coverage at least as broad as that in either ISO Form CG 2033 or CG 2037. All Insurance policies required by this Agreement shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds.

- ii. **Subrogation; Cross liability Endorsements.** The Commercial General Liability Insurance and Automobile Liability Insurance shall contain waivers of any and all rights of subrogation against the Additional Insureds and cross liability or severability of interest endorsements.
- iii. **Evidence of Coverage.** - Before any services are provided pursuant to this Agreement the Village shall be furnished valid and original certificate(s) of insurance evidencing that all required insurance coverages are in force, including the required amendatory endorsements. The Village shall be entitled to request, from time to time during the term of this Agreement, to be furnished with updated certificates of insurance evidencing that such coverages remain in full force and effect. Copies of insurance policies required by this Agreement shall be provided to the Village within seven (7) days of the Village's written request.
- iv. **Notice of Cancellation, Modification.** All insurance policies required by this Agreement shall not be canceled, permitted to lapse or substantially modified without thirty (30) days' prior written notice to the Village by the Consultant or its insurer(s).
- v. Compliance with the insurance requirements of this Agreement shall not be relieved by the Village's receipt or review of any copies of insurance policies or insurance certificates. No Insurance required or furnished hereunder shall in any way relieve the Consultant of or diminish any of his responsibilities, obligations, and liabilities under the Agreement

c. **Subcontractor Insurance.**

Each subcontractor and sub-subcontractor of any tier shall furnish Consultant, before commencing the Services under this Agreement, certificate of insurance evidencing compliance with the minimum requirements listed above. Each certificate will not be canceled or reduced without thirty (30) day's prior written notice to the Consultant, Consultant shall maintain a file of certificates of insurance received from each subcontractor and/or sub-subcontractors of any tier.

3. **Indemnification.**

- a. The Consultant must defend, indemnify, keep and hold harmless the Village, its elected and appointed officials, agents and employees from and against any and all Losses, including those related to:
- i. injury, death or damage of or to any person or property;
 - ii. any infringement or violation of any property right (including any patent, trademark or copyright);
 - iii. The Consultant's failure to perform or cause to be performed its covenants and obligations as and when required under this Agreement, including the Consultant's failure to perform its obligations to any subcontractor;
 - iv. injuries to or death of any employee of the Consultant or any of its subcontractors under any workers compensation statute.

"Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the Consultant's breach of this Agreement, errors or omissions in performing the Services or to the Consultant's negligent or otherwise wrongful acts or

omissions or those of its officers, agents, employees, subcontractors or licensees.

- b. The Consultant's obligations to indemnify, keep, and hold harmless the Village, its elected and appointed officials, and employees from and against any and all Losses excludes that portion of Losses caused by any act, error or omission on the part of the Village, or its elected and appointed official(s) or employee(s) if the Consultant's indemnification would violate the provisions of the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.
- c. The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during the Consultant's performance of Services beyond the term. The Consultant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the Village are apart from and not limited by the Consultant's duties under this Agreement, including the insurance requirements in Section 2 of this Agreement.

4. **Compliance with Laws.**

- a. The Consultant will comply with all applicable federal and Illinois statutes, and local ordinances of the Village and shall operate within and uphold the ordinances, rules and regulations of the Village while engaged in services herein described:
- b. If any of the Services provided under this Agreement fall within the work classifications of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq., the Consultant must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties for the payment of workers with covered classifications.

5. **Sub-consultants and Assigns.**

The Consultant shall not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part of it, unless otherwise provided for in this Agreement or without the express written consent of the Village. All sub-consultants and all approvals of sub-consultants are, regardless of their form, considered conditioned upon performance by the subcontractor in accordance with the terms and conditions of this Agreement. If any subcontractor fails to observe or perform the terms and conditions of this Agreement to the satisfaction of the Village, the Village has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by the Consultant personally or through any other Village-approved Sub-consultant.

All subcontracts must contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement and provide that the Sub-consultants are subject to all the terms of this Agreement. The approval by the Village of the use of sub-consultants in the performance of the Services under this Agreement shall not operate to relieve the Consultant of any of its obligations or liabilities under this Agreement. The Consultant shall furnish upon request of the Village copy of any and all sub-consultant agreements pertaining to this Agreement

OBLIGATIONS OF THE VILLAGE

6. **Information.**

The Village will furnish the Consultant with such data, information and documents pertaining to or requested by the Consultant for the performance of Services under this Agreement to the extent it is available and in the possession of the Village. Information furnished by the Village in connection any project is for informational purposes only. The Consultant shall perform such verification

of data as may be needed to perform the Services required for the project, or alternately, shall recommend to the Village that various aspects of the information be verified in advance if deemed prudent by the Consultant

7. **Fees.**

For the performance by HR GREEN, INC. of the Services set forth above, the Village shall pay HR GREEN, INC. on the following basis of payment:

- a. Amount of (\$47,250.00) Fee. HR GREEN, INC. shall receive, as full payment for completing all Services required of HR GREEN, INC. under this Agreement, a fee consisting of payment for the Services at the hourly rate(s) attached as Attachment E (supplied by engineer) as well as the “not to exceed” amount of the approved proposal. Rates include all profit and overhead, including, but not limited to telephone, e-mail, and travel expenses. In addition, at no time, shall HR GREEN, INC. charge the Village for time spent on telephone calls and e-mails with the Village, or travel time. Any increase in said rates shall be approved by the Village Manager upon forty-five (45) days written notice from HR GREEN, INC. to the Village Manager.
- b. Reimbursable Expenses. Expenses reasonably and necessarily incurred for blueprints, outside copying charges, messenger, delivery Services, and consultant's fees shall be paid at 1.0 times the amount charged to HR GREEN, INC..
- c. Payment of HR GREEN, INC. Fee. Upon receipt of monthly statements from HR GREEN, INC. payments for the Services performed shall be due and payable to HR GREEN, INC. within forty-five (45) days after approval by the Village. In the event the Village disputes the fees charged by HR GREEN, INC., the 45-day payment period shall be suspended until such time as the parties come to an

agreement as to the correct amount of fee, however, all other non-disputed fees shall be paid within the 45-day payment period.

DEFAULT AND TERMINATION OF AGREEMENT

8. Events of Default.

The following constitute events of default by Consultant:

- a. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the Village, and
- b. Consultant's material failure to perform any of its obligations under this Agreement, including but not limited to failure to perform as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors, failure to timely cure defective performance upon written notice from the Village, and failure to comply with any other material term of this Agreement, including the provisions concerning insurance, indemnification and nondiscrimination.

9. Termination.

- a. **By Village.** The Village may terminate this Agreement with or without cause at any time by providing written notice to the Consultant. In the event of a termination for cause due to the Consultant's failure to perform in accordance with the terms of this Agreement, the Consultant shall be paid any sums otherwise due and owing under this Agreement only after the Village has completed the Services with other resources, and has deducted the cost of such Services, and any other damages payable to the Village from any contract balance otherwise due and owing to the Consultant under the Agreement.

- b. **By Consultant.** This Agreement may be terminated by HR GREEN, INC., for any reason or no reason at all, upon thirty (30) days written notice to the Village. Upon such termination, HR GREEN, INC., in accordance with this Section 9, shall make available to the Village, copies of all documents pertaining to Services performed by HR GREEN, INC. and shall be paid in for Services provided to the date of termination.
- c. In the event of a termination by other party without cause, the Consultant shall be paid for all Services performed through the date of termination, based on the percentage of Services completed (subject to applicable setoff rights), and the Consultant shall not be entitled to any other compensation or damages from the Village.
- d. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the Village.
- e. A termination by either party shall not relieve the Consultant of liability for the negligent acts or omissions of the Consultant, its employees, agents or contractors.

MISCELLANEOUS

10. Reuse of Documents.

All drawings, plans, specifications, documents, reports, data, renderings, models and other work provided as part of the Services under this Agreement (“project documents”) shall be the property of the Village. All project documents are intended for use on this project only. Any reuse by the Village, without specific written verification or adoption by HR GREEN, INC., shall be at the Village's sole risk, and Village shall indemnify and hold harmless HR

GREEN, INC. from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

11. **Force Majure.**

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by acts of God, strikes, lockouts, terrorism, bomb threats, or other events beyond the control of such party that prevents such party from meeting its obligations under this Agreement.

12. **Suspension, Delay, or Interruption of Services.**

The Village may suspend, delay, or interrupt the Services of the Consultant for the convenience of the Village. In the event of such suspension, delay, or interruption, Termination of the Agreement or an equitable adjustment in the fee or schedule for the remaining Services can be requested by either party if overall delay from only these unforeseeable causes prevents completion of the Services for six (6) months after the specified completion date. The request for an adjustment must be made in writing after the six months have elapsed and only the Services remaining at that time shall be adjusted.

13. **Dispute Resolution.**

Any and all disputes arising in connection with this Agreement shall be resolved by binding arbitration in accordance with the construction rules of the American Arbitration Association or ADR Systems of America, LLC, , and any award made thereon shall be enforceable in any court of general jurisdiction. The exclusive venue for the administration of such arbitration shall be the Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois. The parties agree to one arbitrator to resolve any arbitration proceeding. In the event that the claims or counterclaims arising from the controversy are less than \$10,000, exceed \$150,000 or in disputes involving non-monetary claims, the parties agree that the Village retains the right, at its sole discretion, to waive arbitration and file suit in the exclusive jurisdiction of the 22nd Judicial Circuit Court, McHenry County,

Illinois. Any award in favor of the Village the Consultant shall include the Village's reasonable attorney fees and costs incurred in any proceeding or arbitration, or otherwise incurred, to enforce the terms of this Agreement.

14. **Severability.**

The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it, which shall survive and remain in force and enforceable.

15. **Waiver.**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

16. **Independent Contractor.**

- a. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the Village. The rights and the obligations of the parties are only those set forth in this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the Village.
- b. This Agreement is between the Village and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship.

17. **Amendment.**

No changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of the Consultant and the Village or their respective successors and assigns. The Village incurs no liability for additional Services without a written amendment to this Agreement.

Whenever in this Agreement the Consultant is required to obtain prior written approval, the effect of any approval that may be granted pursuant to the Consultant's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin, unless expressly stated to otherwise in the written approval.

18. **Governing Law and Jurisdiction.**

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Consultant irrevocably submits itself to the original jurisdiction of those courts located within the County of McHenry, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement, in accordance with the Dispute Resolution section of this Agreement.

19. **Authority.**

Consultant represents and warrants that it is authorized to enter into this Agreement and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement.

VILLAGE OF ALGONQUIN

By: Mr. John Schmitt, Village President

Signature: _____

Date of Execution: _____

DESIGN ENGINEERING FIRM

HR Green, Inc.: HR GREEN, INC.

Accepted By: _____

Signature: _____

Date of Execution: _____



Village of Algonquin

The Gem of the Fox River Valley

August 30, 2018

Village President and Board of Trustees:

The List of Bills dated 9/4/18, payroll expenses, and insurance premiums totaling \$1,039,029.63 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.

A5 Group, Inc.	\$ 8,285.71	April 2018 Final Payment
Core & Main, Inc.	47,288.66	Meters and Supplies
County Trustee	10,000.00	S. Main Street Vacant Lot
Encap, Inc.	3,333.00	Surrey Lane Drainage Repair

Please note:

The 8/31/18 payroll expenses totaled \$559,742.84.

September 2018 insurance premiums to IPBC totaled \$150,553.36.

Tim Schloneger
Village Manager

TS/mjn

Village of Algonquin

List of Bills 9/4/2018

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
A5 GROUP INC					
APRIL 2018 FINAL PAYMENT	8,285.71	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	18-0466	30190039
Vendor Total:	\$8,285.71				
AEC FIRE-SAFETY & SECURITY INC					
AIR COMPRESSOR	543.67	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	239273	29190082
CONTROL LATCH/ROD ASSEMBLY/HANDLE RE	585.98	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	239145	29190082
HANDLE RELEASE/ROD LATCH/CONTROL LAT	585.98	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	238941	29190082
HANDLE CAB	784.69	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	239405	29190082
DRAWER SLIDES IN & OUT/MAN OVERRIDE	1,064.45	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	238942	29190082
Vendor Total:	\$3,564.77				
AFTERMATH INC					
UNIT 03 BIO-HAZARDOUS CLEANING	105.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	JC2018-2384	29190083
SQUAD #03 BIOHAZARD CLEAN UP	105.00	POLICE - EXPENSE PUB SAFETY PROFESSIONAL SERVICES	01200200-42234-	JC2018-2333	20190048
Vendor Total:	\$210.00				
ANDERSON LOCK					
KEY CUT	19.95	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	0983382	28190004
Vendor Total:	\$19.95				
ARAMARK UNIFORM SERVICES					
MAT SERVICES PD	25.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1591521668	28190007
MAT SERVICES PD	25.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1591529791	28190007
MAT SERVICES GMC	25.01	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1591521664	28190007
MAT SERVICES GMC	25.01	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1591529788	28190007
MAT SERVICES WWTF	31.93	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1591521665	28190007
		BUILDING MAINT. BALANCE SHEET			

Vendor	Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
	MAT SERVICES PW	57.00	OUTSOURCED INVENTORY	28-14240-	1591521667	28190007
			BUILDING MAINT. BALANCE SHEET			
	MAT SERVICES PW	57.00	OUTSOURCED INVENTORY	28-14240-	1591529790	28190007
			VEHCL MAINT-REVENUE & EXPENSES			
	SHOP TOWELS	26.46	UNIFORMS & SAFETY ITEMS	29900000-47760-	1591521666	29190003
			VEHCL MAINT-REVENUE & EXPENSES			
	SHOP TOWELS	26.46	UNIFORMS & SAFETY ITEMS	29900000-47760-	1591529789	29190003
			BLDG MAINT- REVENUE & EXPENSES			
	UNIFORMS - UTILITIES	38.84	UNIFORMS & SAFETY ITEMS	28900000-47760-	1591521672	40190001
			VEHCL MAINT-REVENUE & EXPENSES			
	UNIFORMS - UTILITIES	87.38	UNIFORMS & SAFETY ITEMS	29900000-47760-	1591521672	40190001
			BLDG MAINT- REVENUE & EXPENSES			
	UNIFORMS - UTILITIES	38.84	UNIFORMS & SAFETY ITEMS	28900000-47760-	1591529795	40190001
			VEHCL MAINT-REVENUE & EXPENSES			
	UNIFORMS - UTILITIES	87.38	UNIFORMS & SAFETY ITEMS	29900000-47760-	1591529795	40190001
			GENERAL SERVICES PW - EXPENSE			
	UNIFORMS - GENERAL SERVICES	63.05	UNIFORMS & SAFETY ITEMS	01500300-47760-	1591521671	50190005
			GENERAL SERVICES PW - EXPENSE			
	UNIFORMS - GENERAL SERVICES	63.05	UNIFORMS & SAFETY ITEMS	01500300-47760-	1591529794	50190005
			GENERAL SERVICES PW - EXPENSE			
	UNIFORMS - GENERAL SERVICES	71.03	UNIFORMS & SAFETY ITEMS	01500300-47760-	1591521670	50190005
			GENERAL SERVICES PW - EXPENSE			
	UNIFORMS - GENERAL SERVICES	71.03	UNIFORMS & SAFETY ITEMS	01500300-47760-	1591529793	50190005
			SEWER OPER - EXPENSE W&S BUSI			
	UNIFORMS - WWTF	32.14	UNIFORMS & SAFETY ITEMS	07800400-47760-	1591521673	70190005
			WATER OPER - EXPENSE W&S BUSI			
	UNIFORMS - WWTF	32.14	UNIFORMS & SAFETY ITEMS	07700400-47760-	1591521673	70190005
			SEWER OPER - EXPENSE W&S BUSI			
	UNIFORMS - WWTF	32.14	UNIFORMS & SAFETY ITEMS	07800400-47760-	1591529796	70190005
			WATER OPER - EXPENSE W&S BUSI			
	UNIFORMS - WWTF	32.14	UNIFORMS & SAFETY ITEMS	07700400-47760-	1591529796	70190005
			SEWER OPER - EXPENSE W&S BUSI			
	UNIFORMS - WWTF	44.22	UNIFORMS & SAFETY ITEMS	07800400-47760-	1591521669	70190006
			SEWER OPER - EXPENSE W&S BUSI			
	UNIFORMS - WWTF	44.22	UNIFORMS & SAFETY ITEMS	07800400-47760-	1591529792	70190006
	Vendor Total:	\$1,036.47				
	ARIES INDUSTRIES INC					
			SEWER OPER - EXPENSE W&S BUSI			
	CAMERA REPAIR PARTS	242.00	SMALL TOOLS & SUPPLIES	07800400-43320-	380493	70190131
	Vendor Total:	\$242.00				
	ATLAS BOBCAT LLC					
			VEHICLE MAINT. BALANCE SHEET			
	DOOR LATCH	191.32	INVENTORY	29-14220-	BN7015	29190001

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$191.32					
BOLANOS LANDSCAPING					
CDD MOWING AROUND TOWN	200.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	2	30190037
CDD MOWING AROUND TOWN	765.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	1	30190036
CDD MOWING AROUND TOWN	1,500.00	PROFESSIONAL SERVICES	01300100-42234-	1	30190036
Vendor Total: \$2,465.00					
BRISTOL HOSE & FITTING					
FEMALE SWIVEL	68.43	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3378251	29190030
CHANNEL REEL	84.46	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3378153	29190030
BUSHING RUDUCER/FEMALE SWIVEL/MALE A	86.74	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3378422	29190030
ADAPTER/FEMALE SWIVELS	90.71	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3378758	29190030
COUPLER/NIPPLE	168.44	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3378380	29190030
100 FOOT HOSE	584.82	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3378154	29190030
HOSE/SUCTION HOSE/TEE	834.81	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3378378	29190030
HOSE/SWIVELS/CLAMPS/ELBOWS	1,042.77	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3378249	29190030
Vendor Total: \$2,961.18					
CARUS CORPORATION					
CHEMICALS	673.59	WATER OPER - EXPENSE W&S BUSI CHEMICALS	07700400-43342-	SLS 10069107	70190143
Vendor Total: \$673.59					
CDS OFFICE SYSTEMS INC					
2018 FORD ESCAPE SIDE MOUNT PACKAGE	577.12	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	INV1177311	10190172
2018 FORD ESCAPE SIDE MOUNT PACKAGE	72.14	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	INV1177311	10190172
2018 FORD ESCAPE SIDE MOUNT PACKAGE	72.14	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	INV1177311	10190172
Vendor Total: \$721.40					
CDW LLC					
WTP 3 INK CARTRIDGES	76.11	WATER OPER - EXPENSE W&S BUSI OFFICE SUPPLIES	07700400-43308-	NTW6145	10190205

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$76.11					
COMCAST CABLE COMMUNICATION					
9/1/18-9/30/18 POLICE DEPARTMENT	4.20	POLICE - EXPENSE PUB SAFETY EQUIPMENT RENTAL	01200200-42270-	8771 10 002 0011217	10190021
8/22/18-9/21/18 HVH	104.85	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	8771 10 002 0416275	10190023
8/14/18-9/13/18 LIONS POOL	104.85	SWIMMING POOL -EXPENSE GEN GOV TELEPHONE	05900100-42210-	8771 10 002 0452635	10190024
Vendor Total: \$213.90					
COMMONWEALTH EDISON					
7/12/18-8/10/18 HUNTINGTON BOOSTER	140.07	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0101073045	70190014
7/13/18-8/13/18 901 SANDBLOOM RD	599.13	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0112085088	70190062
7/12/18-8/10/18 WILBRANDT REAR TOWER	37.83	POLICE - EXPENSE PUB SAFETY ELECTRIC	01200200-42212-	0249109037	10190003
7/12/18-8/10/18 HANSON TOWER	87.12	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	1697161042	70190016
7/12/18-8/10/18 SPRINGHILL AT COUNTYLINE	56.28	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2079003028	70190022
7/12/18-8/10/18 JACOBS TOWER	56.77	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2355094078	70190017
7/12/18-8/10/18 LOWE DR LS	54.24	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3027111096	70190020
7/12/18-8/10/18 N RIVER RD LS	86.88	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3153024057	70190018
7/12/18-8/10/18 5615 EDGEWOOD	18.66	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	3558376090	50190073
7/12/18-8/10/18 STREET LIGHTS	691.20	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	4473011035	50190006
7/12/18-8/10/18 BRITTANY HILLS LS	42.45	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	4483077090	70190021
7/12/18-8/10/18 COPPER OAKS TOWER	70.51	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	4777074007	70190015
7/12/18-8/10/18 N HARRISON ST LS	102.78	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	5239103091	70190036
7/12/18-8/10/18 RIVERFRONT LS	113.47	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	5743051108	70190019
7/12/18-8/10/18 HILLSIDE BOOSTER	65.49	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	5743093053	70190013
Vendor Total: \$2,222.88					
COMPLETE CLEANING CO INC					
BUILDING MAINT. BALANCE SHEET					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
CLEANING SERVICES HVH	476.00	OUTSOURCED INVENTORY	28-14240-	C07238	28190028
		BUILDING MAINT. BALANCE SHEET			
CLEANING SERVICES WWTF	633.00	OUTSOURCED INVENTORY	28-14240-	C07235	28190028
		BUILDING MAINT. BALANCE SHEET			
CLEANING SERVICES PW	1,134.00	OUTSOURCED INVENTORY	28-14240-	C07236	28190028
		BUILDING MAINT. BALANCE SHEET			
CLEANING SERVICES GMC	2,182.00	OUTSOURCED INVENTORY	28-14240-	C07237	28190028
Vendor Total: \$4,425.00					
CONSTELLATION NEWENERGY INC					
		GENERAL SERVICES PW - EXPENSE			
7/17/18-8/15/18 RT 31 & 62	116.70	ELECTRIC	01500300-42212-	3886048007	50190008
		SEWER OPER - EXPENSE W&S BUSI			
7/11/18-8/9/18 WOODS CREEK LS	454.64	ELECTRIC	07800400-42212-	0107108145	70190039
Vendor Total: \$571.34					
CORE & MAIN LP					
		WATER OPER - EXPENSE W&S BUSI			
BBOX PARTS	240.00	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	J322651	70190149
		WATER OPER - EXPENSE W&S BUSI			
B BOX PARTS	426.72	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	J228554	70190134
		SEWER OPER - EXPENSE W&S BUSI			
LOCATORS	751.50	SMALL TOOLS & SUPPLIES	07800400-43320-	J308814	70190148
		WATER OPER - EXPENSE W&S BUSI			
LOCATORS	751.50	SMALL TOOLS & SUPPLIES	07700400-43320-	J308814	70190148
		W & S IMPR. - EXPENSE W&S BUSI			
METERS AND SUPPLIES	279.46	METERS & METER SUPPLIES	12900400-43348-	J325334	40190065
		W & S IMPR. - EXPENSE W&S BUSI			
METERS AND SUPPLIES	700.00	METERS & METER SUPPLIES	12900400-43348-	J348707	40190065
		W & S IMPR. - EXPENSE W&S BUSI			
METERS AND SUPPLIES	46,309.20	METERS & METER SUPPLIES	12900400-43348-	J287847	40190065
Vendor Total: \$49,458.38					
COUNTY TRUSTEE					
		PARK IMPR - EXPENSE PUB WORKS			
ITEM #0818295W - S MAIN STREET	10,000.00	LAND ACQUISITION	06900300-45595-	S MAIN STREET	
Vendor Total: \$10,000.00					
CRYSTAL VALLEY BATTERIES INC					
		WATER OPER - EXPENSE W&S BUSI			
WTP3	15.90	MAINT - TREATMENT FACILITY	07700400-44412-	1903701031634	70190138
Vendor Total: \$15.90					
DIRECT ENERGY MARKETING INC					
		SWIMMING POOL -EXPENSE GEN GOV			
7/13/18-8/13/18 599 LONGWOOD	1,249.62	ELECTRIC	05900100-42212-	182280035668639	10190029
		SEWER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
7/13/18-8/13/18 ALGONQUIN SHORE LS	501.03	ELECTRIC	07800400-42212-	182280035668638	70190043
		SEWER OPER - EXPENSE W&S BUSI			
7/12/18-8/10/18 BRAEWOOD LS	1,356.68	ELECTRIC	07800400-42212-	182260035635464	70190045
		WATER OPER - EXPENSE W&S BUSI			
7/12/18-8/10/18 CARY BOOSTER	416.01	ELECTRIC	07700400-42212-	182260035635465	40190004
		WATER OPER - EXPENSE W&S BUSI			
7/12/18-8/10/18 COUNTRYSIDE BOOSTER	85.78	ELECTRIC	07700400-42212-	182260035635469	70190034
		SEWER OPER - EXPENSE W&S BUSI			
7/11/18-8/9/18 GRAND RESERVE LS	399.79	ELECTRIC	07800400-42212-	182260035635467	70190044
		SEWER OPER - EXPENSE W&S BUSI			
7/12/18-8/9/18 WWTP	16,863.75	ELECTRIC	07800400-42212-	182260035636884	70190042
		WATER OPER - EXPENSE W&S BUSI			
7/12/18-8/9/18 WTP1	3,546.08	ELECTRIC	07700400-42212-	182260035636885	70190028
		WATER OPER - EXPENSE W&S BUSI			
7/17/18-8/14/18 WTP2 WELLS 8 & 10	5,033.67	ELECTRIC	07700400-42212-	182320035696432	70190029
		WATER OPER - EXPENSE W&S BUSI			
7/6/18-8/5/18 WTP3	3,568.87	ELECTRIC	07700400-42212-	182210035586003	70190030
		WATER OPER - EXPENSE W&S BUSI			
7/12/18-8/9/18 WELL 7 & 11	2,621.88	ELECTRIC	07700400-42212-	182260035636886	70190031
		WATER OPER - EXPENSE W&S BUSI			
7/12/18-8/10/18 WELL 9	1,207.10	ELECTRIC	07700400-42212-	182260035635466	70190032
		WATER OPER - EXPENSE W&S BUSI			
7/6/18-8/6/18 WELL 15	666.02	ELECTRIC	07700400-42212-	182210035586004	70190033
		WATER OPER - EXPENSE W&S BUSI			
7/12/18-8/10/18 ZANGE BOOSTER	455.31	ELECTRIC	07700400-42212-	182260035635468	70190035
Vendor Total: \$37,971.59					
DONNA M GIOVE					
SUMMER FINAL SESSION	220.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	SUMMER FINAL	10190119
Vendor Total: \$220.00					
ENCAP INC					
SURREY LANE DRAINAGE REPAIR	3,333.00	STREET IMPROV- EXPENSE PUBWRKS INFRASTRUCTURE MAINT IMPROV	04900300-43370-	4475	40190081
Vendor Total: \$3,333.00					
FEDEX					
CONSTRUCTION PROJECTS SHIPPING	11.85	PWA - EXPENSE PUB WORKS POSTAGE	01400300-43317-	6-283-50494	10190005
Vendor Total: \$11.85					
FERGUSON ENTERPRISES INC					
RETURNED PVC PIPING	-99.62	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	CM512307	
		GENERAL SERVICES PW - EXPENSE			

Vendor					
Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SINK HARDWARE	2.20	SMALL TOOLS & SUPPLIES	01500300-43320-	4613260	50190094
		SEWER OPER - EXPENSE W&S BUSI			
PLUMBING SUPPLIES	17.27	MAINT - TREATMENT FACILITY	07800400-44412-	4608257	70190133
		WATER OPER - EXPENSE W&S BUSI			
STRUT CLAMP	4.82	MAINT - TREATMENT FACILITY	07700400-44412-	4628975	70190146
		WATER OPER - EXPENSE W&S BUSI			
PVC ELBOW	18.35	MAINT - TREATMENT FACILITY	07700400-44412-	4630046	70190146
		WATER OPER - EXPENSE W&S BUSI			
PVC-ELBOW/COUPLING/TEE	251.92	MAINT - TREATMENT FACILITY	07700400-44412-	4625625	70190146
Vendor Total: \$194.94					
FISHER AUTO PARTS INC					
		VEHICLE MAINT. BALANCE SHEET			
BATTERY CORE DEPOSIT	-18.00	INVENTORY	29-14220-	325-449434	29190021
		VEHICLE MAINT. BALANCE SHEET			
BATTERY CORE DEPOSIT	-18.00	INVENTORY	29-14220-	325-450959	29190021
		VEHICLE MAINT. BALANCE SHEET			
BATTERY CORE DEPOSIT	-18.00	INVENTORY	29-14220-	325-450953	29190021
		VEHICLE MAINT. BALANCE SHEET			
RETURNED SEALS	-20.06	INVENTORY	29-14220-	325-450995	29190021
		VEHICLE MAINT. BALANCE SHEET			
FILTER CREDIT	-255.46	INVENTORY	29-14220-	325-450140	29190021
		VEHICLE MAINT. BALANCE SHEET			
CELL BATTERY BUTTON	4.12	INVENTORY	29-14220-	325-450951	29190021
		VEHICLE MAINT. BALANCE SHEET			
WINTER WIPER BLADES	84.90	INVENTORY	29-14220-	325-450977	29190021
		VEHICLE MAINT. BALANCE SHEET			
CALIPERS WITH BRACKET	93.34	INVENTORY	29-14220-	325-450762	29190021
		VEHICLE MAINT. BALANCE SHEET			
CALIPERS WITH BRACKET	109.01	INVENTORY	29-14220-	325-450770	29190021
		VEHICLE MAINT. BALANCE SHEET			
DISC BRAKE PADS & ROTORS	127.81	INVENTORY	29-14220-	325-450710	29190021
		VEHICLE MAINT. BALANCE SHEET			
BATTERIES	280.26	INVENTORY	29-14220-	325-450785	29190021
		VEHICLE MAINT. BALANCE SHEET			
EXHAUST SYSTEM HANGER	7.20	INVENTORY	29-14220-	325-450037	29190021
		VEHICLE MAINT. BALANCE SHEET			
AIR FILTER	29.06	INVENTORY	29-14220-	325-449938	29190021
		VEHICLE MAINT. BALANCE SHEET			
STEERING TIED ROD END	58.65	INVENTORY	29-14220-	325-450332	29190021
		VEHICLE MAINT. BALANCE SHEET			
BATTERY	120.85	INVENTORY	29-14220-	325-449283	29190021
		VEHICLE MAINT. BALANCE SHEET			
BATTERY	126.69	INVENTORY	29-14220-	325-450461	29190021

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
DISC BRAKE ROTOR & PADS	313.79	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-450491	29190021
OIL FILTERS	390.72	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	328-449190	29190021
Vendor Total: \$1,416.88					
FOSTER COACH SALES INC					
ROTARY LATCH	77.72	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	15144	29190042
Vendor Total: \$77.72					
FOX WATERWAY AGENCY					
TOPSOIL	700.00	GENERAL SERVICES PW - EXPENSE MATERIALS	01500300-43309-	0000273-IN	50190096
Vendor Total: \$700.00					
GENERAL AIR COMPRESSOR INC					
SOCKET/TIMER RELAY	732.13	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	044953	70190139
Vendor Total: \$732.13					
GESKE AND SONS INC					
ASPHALT	1.57	GENERAL SERVICES PW - EXPENSE MATERIALS	01500300-43309-	40351	50190092
ASPHALT	40.50	GENERAL SERVICES PW - EXPENSE MATERIALS	01500300-43309-	40687	50190092
Vendor Total: \$42.07					
GOVTEMPSUSA LLC					
7/30/18-8/12/18	1,764.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	2594637	30190009
Vendor Total: \$1,764.00					
H & H ELECTRIC CO					
18-00000-00-GM STREET LIGHT MFT	598.83	MFT - EXPENSE PUBLIC WORKS MAINT - STREET LIGHTS	03900300-44429-	31281	40190083
18-00000-00-GM STREET LIGHT MFT	4,077.40	MFT - EXPENSE PUBLIC WORKS MAINT - STREET LIGHTS	03900300-44429-	31269	40190083
Vendor Total: \$4,676.23					
HALOGEN SUPPLY CO					
POOL CHEMICALS & SUPPLIES	1,264.00	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	00524635	28190009
Vendor Total: \$1,264.00					
HAYES INDUSTRIES					
OVERHEAD SEWER INSTALLATION	5,078.34	SEWER OPER - EXPENSE W&S BUSI MAINT - COLLECTION SYSTEM	07800400-44416-	48486	70190141

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SEWER OPER - EXPENSE W&S BUSI					
OVERHEAD SEWER INSTALLATION	6,446.97	MAINT - COLLECTION SYSTEM	07800400-44416-	48485	70190141
Vendor Total: \$11,525.31					
HD SUPPLY FACILITIES MAINTENANCE LTD					
WATER OPER - EXPENSE W&S BUSI					
PVC THREADED TEE	49.71	MAINT - TREATMENT FACILITY	07700400-44412-	646061	70190142
WATER OPER - EXPENSE W&S BUSI					
WTP2 PARTS & LAB SUPPLIES	1,721.36	LAB SUPPLIES	07700400-43345-	649953	70190142
BUILDING MAINT. BALANCE SHEET					
COVERED FIRE HOSE	573.39	INVENTORY	28-14220-	648547	28190057
Vendor Total: \$2,344.46					
HERITAGE CRYSTAL CLEAN					
VEHCL MAINT-REVENUE & EXPENSES					
SOLVENT MACHINE SERVICE	271.31	PROFESSIONAL SERVICES	29900000-42234-	15268983	29190026
Vendor Total: \$271.31					
HEY & ASSOCIATES INC					
PARK IMPR - EXPENSE PUB WORKS					
NATURAL AREA MAINTENANCE	1,800.00	INFRASTRUCTURE MAINT IMPROV	06900300-43370-	18-0273-8943	40190082
Vendor Total: \$1,800.00					
HYDROTEX PARTNERS LTD					
SEWER OPER - EXPENSE W&S BUSI					
LUBRICANT	1,018.72	CHEMICALS	07800400-43342-	368564	70190147
Vendor Total: \$1,018.72					
IL STATE POLICE BUREAU OF IDENTIFICATION					
GEN FUND REVENUE - GEN GOV					
COST CENTER 05283-JULY 2018	15.00	LICENSES	01000100-32085-	05283 JULY 2018	20190046
GEN FUND REVENUE - GEN GOV					
COST CENTER 03578-JULY 2018	27.00	LICENSES	01000100-32085-	03578 JULY 2018	20190046
Vendor Total: \$42.00					
ILLINOIS SECRETARY OF STATE					
VEHICLE MAINT. BALANCE SHEET					
UNIT 150 PLATE RENEWAL	101.00	OUTSOURCED INVENTORY	29-14240-	RENEWAL #150	29190081
Vendor Total: \$101.00					
ILLINOIS STATE POLICE					
POLICE - EXPENSE PUB SAFETY					
BASIC TRAINING-CIRRINCIONE	3,879.74	TRAVEL/TRAINING/DUES	01200200-47740-	CIRRINCIONE TRAINING	20190047
Vendor Total: \$3,879.74					
INSPIRATIONAL FITNESS COACH INC					
RECREATION - EXPENSE GEN GOV					
SUMMER FINAL SESSION	202.50	RECREATION PROGRAMS	01101100-47701-	SUMMER FINAL	10190096

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SWIMMING POOL -EXPENSE GEN GOV					
SUMMER FINAL SESSION	348.00	RECREATION PROGRAMS	05900100-47701-	SUMMER FINAL	10190096
Vendor Total: \$550.50					
ISAWWA					
WATER OPER - EXPENSE W&S BUSI					
DUES - FEY-KEANE	83.00	TRAVEL/TRAINING/DUES	07700400-47740-	200037768	70190136
WATER OPER - EXPENSE W&S BUSI					
DUES - HARMENING	83.00	TRAVEL/TRAINING/DUES	07700400-47740-	200037767	70190136
WATER OPER - EXPENSE W&S BUSI					
WATER CLASS - HARMENING	300.00	TRAVEL/TRAINING/DUES	07700400-47740-	200037933	70190144
WATER OPER - EXPENSE W&S BUSI					
WATER CLASS - FEY-KEANE	300.00	TRAVEL/TRAINING/DUES	07700400-47740-	200037929	70190144
Vendor Total: \$766.00					
JULIE RICHTER					
RECREATION - EXPENSE GEN GOV					
2017 MISSING NISRA REIMBURSEMENT	66.00	PROFESSIONAL SERVICES	01101100-42234-	NISRA 2017 REIMB	
Vendor Total: \$66.00					
K & G ELECTRIC MOTOR & PUMP CORP					
SEWER OPER - EXPENSE W&S BUSI					
SEWER TRASH PUMP	17,527.00	SMALL TOOLS & SUPPLIES	07800400-43320-	0109166-IN	70190150
Vendor Total: \$17,527.00					
KK STEVENS PUBLISHING CO					
RECREATION - EXPENSE GEN GOV					
BROCHURE PRINTING-FALL 2018	3,755.21	PRINTING & ADVERTISING	01101100-42243-	55153	10190209
Vendor Total: \$3,755.21					
LAWSON PRODUCTS INC					
BUILDING MAINT. BALANCE SHEET					
GERMI CLEANER	179.88	INVENTORY	28-14220-	9305882646	28190010
VEHICLE MAINT. BALANCE SHEET					
CONCRETE CLEANER	300.30	INVENTORY	29-14220-	9306071323	29190006
VEHICLE MAINT. BALANCE SHEET					
CLOTH	38.34	INVENTORY	29-14220-	9306060829	29190006
VEHICLE MAINT. BALANCE SHEET					
WIRE	40.00	INVENTORY	29-14220-	9306057267	29190006
VEHICLE MAINT. BALANCE SHEET					
PIPE SEALANT	197.76	INVENTORY	29-14220-	9306057268	29190006
VEHICLE MAINT. BALANCE SHEET					
DRILL BITS/WASHERS/WIRE/PIN	808.92	INVENTORY	29-14220-	9306050732	29190006
Vendor Total: \$1,565.20					
LORIG CONSTRUCTION COMPANY					
MFT - EXPENSE PUBLIC WORKS					

Vendor					
Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
18-00000-00-GM ASPHALT MFT	157.94	MATERIALS	03900300-43309-	180814-01	40190041
		MFT - EXPENSE PUBLIC WORKS			
18-00000-00-GM ASPHALT MFT	6,729.19	MATERIALS	03900300-43309-	180813-01	40190041
		MFT - EXPENSE PUBLIC WORKS			
18-00000-00-GM ASPHALT MFT	9,810.94	MATERIALS	03900300-43309-	180801-01	40190041
		MFT - EXPENSE PUBLIC WORKS			
18-00000-00-GM ASPHALT MFT	9,957.50	MATERIALS	03900300-43309-	180818-03	40190041
Vendor Total: \$26,655.57					
LOU'S GLOVES INC					
		BUILDING MAINT. BALANCE SHEET			
GLOVES	132.00	INVENTORY	28-14220-	024429	28190006
Vendor Total: \$132.00					
MANSFIELD OIL COMPANY					
		VEHICLE MAINT. BALANCE SHEET			
DIESEL & UNLEADED FUEL	3,239.46	FUEL INVENTORY	29-14200-	20904741	29190012
		VEHICLE MAINT. BALANCE SHEET			
DIESEL & UNLEADED FUEL	3,888.44	FUEL INVENTORY	29-14200-	20904740	29190012
Vendor Total: \$7,127.90					
MARTELLE WATER TREATMENT					
		WATER OPER - EXPENSE W&S BUSI			
HYDROFLUOSILICIC ACID	6,112.50	CHEMICALS	07700400-43342-	17344	70190051
Vendor Total: \$6,112.50					
MENARDS CARPENTERSVILLE					
		SEWER OPER - EXPENSE W&S BUSI			
LIFT STATION MAINT-VALVE STEM KEY	47.82	MAINT - LIFT STATION	07800400-44414-	27142	70190132
		SEWER OPER - EXPENSE W&S BUSI			
LIFT STATION MAINT-FENCING	64.61	MAINT - LIFT STATION	07800400-44414-	27093	70190132
Vendor Total: \$112.43					
MENARDS CRYSTAL LAKE					
		BUILDING MAINT. BALANCE SHEET			
COPPER UNION	32.99	INVENTORY	28-14220-	76625	28190015
Vendor Total: \$32.99					
NAPA AUTO SUPPLY ALGONQUIN					
		WATER OPER - EXPENSE W&S BUSI			
AIR FILTERS	30.02	MAINT - TREATMENT FACILITY	07700400-44412-	999338	70190135
		VEHICLE MAINT. BALANCE SHEET			
BEARING	236.36	INVENTORY	29-14220-	001304	29190013
		VEHICLE MAINT. BALANCE SHEET			
PLATE INTAKE	4.29	INVENTORY	29-14220-	976448	29190013
		VEHICLE MAINT. BALANCE SHEET			
CONNECTORS	6.16	INVENTORY	29-14220-	001029	29190013

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
OZIUM GEL	8.48	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	999954	29190013
OZIUM GEL	8.48	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	001131	29190013
V-BELT	43.56	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	000344	29190013
Vendor Total: \$337.35					
NILCO					
LANDSCAPE MAINTENANCE-SEPT 2018	2,469.43	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	14310	70190004
LANDSCAPE MAINTENANCE-SEPT 2018	28,171.43	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	14310	70190004
LANDSCAPE MAINTENANCE-SEPT 2018	1,699.05	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	14310	70190004
LANDSCAPE MAINTENANCE-SEPT 2018	3,398.09	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	14310	70190004
Vendor Total: \$35,738.00					
OFFICE DEPOT					
PAPER/STAMP/TAPE/BINDER CLIPS	53.40	CDD - EXPENSE GEN GOV OFFICE SUPPLIES	01300100-43308-	185160823001	30190003
PAPER/PENS/BINDER CLIPS/POST ITS	140.97	PWA - EXPENSE PUB WORKS OFFICE SUPPLIES	01400300-43308-	179228773001	40190005
DRY ERASE MARKERS	8.93	PWA - EXPENSE PUB WORKS OFFICE SUPPLIES	01400300-43308-	189521598001	40190005
FROG TAPE	9.09	PWA - EXPENSE PUB WORKS OFFICE SUPPLIES	01400300-43308-	185930471001	40190005
PAPER	18.51	PWA - EXPENSE PUB WORKS OFFICE SUPPLIES	01400300-43308-	185930294001	40190005
Vendor Total: \$230.90					
PARAMEDIC SERVICES OF ILLINOIS					
FIRE ALARMS - CODE NINJA	410.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	2018-1427	30190004
FIRE ALARMS - O'REILLY AUTO PARTS	410.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	2018-1428	30190004
FIRE ALARMS - 2100 BUILDING	820.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	2018-1518R	30190004
Vendor Total: \$1,640.00					
PATTEN INDUSTRIES INC					
SPINNER	40.89	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	P50C1048968	29190010
CAP/GASKETS/O-RINGS	171.73	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	P60C0231813	29190010

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
MOTOR AND CORE DEPOSIT	1,174.17	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	P80C0091818	29190010
CORE DEPOSIT RETURN	-618.18	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	P60R0047166	29190010
CORE DEPOSIT RETURN	-618.18	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	P60R0047240	29190010
Vendor Total: \$150.43					
POMPS TIRE SERVICE INC					
TIRES	586.52	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	640063305	29190027
Vendor Total: \$586.52					
PRIME TACK & SEAL CO					
TACK	578.34	GENERAL SERVICES PW - EXPENSE MATERIALS	01500300-43309-	57358	50190090
Vendor Total: \$578.34					
RALPH HELM INC					
HOSE/NUTS	111.49	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	298607	29190085
DRIVE SHAFT	136.87	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	298608	29190085
Vendor Total: \$248.36					
RAY O'HERRON CO INC					
RETURNED JACKET-CIRRINCIONE	-666.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	1842338-CM	20190002
UNIFORM PURCHASE-CIRRINCIONE	30.01	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	1843740-IN	20190002
UNIFORM PURCHASE-CIRRINCIONE	33.01	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	1843638-IN	20190002
UNIFORM PURCHASE-FALARDEAU	68.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	1842049-IN	20190002
UNIFORM PURCHASE-FALARDEAU	127.99	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	1842050-IN	20190002
UNIFORM PURCHASE-CIRRINCIONE	313.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	1842334-IN	20190002
UNIFORM PURCHASE-CIRRINCIONE	344.29	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	1842635-IN	20190002
UNIFORM PURCHASE-CIRRINCIONE	1,914.60	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	1842024-IN	20190002
Vendor Total: \$2,164.90					
RED WING SHOE STORE					
BOOTS-FEY-KEANE	182.74	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	20180816010153	70190140

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$182.74					
ROLAND MACHINERY EXCHANGE					
546-REPAIR REPLACED BLOWER MOTOR	2,976.31	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	38043631	29190080
549-REPAIR REPLACED VALVE BLOCK	5,184.54	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	38043632	29190079
Vendor Total: \$8,160.85					
RUSH TRUCK CENTER					
ALTERNATOR	190.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3011772809	29190037
SEAT BELT RETRACTOR ASSEMBLY	204.90	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3011620016	29190037
Vendor Total: \$394.90					
SPORTS R US INC					
SUMMER SESSION 3	1,404.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	SUMMER SESSION 3	10190083
Vendor Total: \$1,404.00					
STANDARD EQUIPMENT COMPANY					
CATCH NOZZLE	216.93	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	P08390	29190015
Vendor Total: \$216.93					
STAPLES ADVANTAGE					
PINE SOL CLEANER	57.45	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3388022075	28190017
Vendor Total: \$57.45					
STATE TREASURER					
TRAFFIC SIGNAL MAINTENANCE	4,095.00	GENERAL SERVICES PW - EXPENSE MAINT - TRAFFIC SIGNALS	01500300-44430-	54443	50190091
Vendor Total: \$4,095.00					
STREICHERS					
UNIFORM - BUCCI J	665.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	I1326627	20190009
UNIFORM - COONEY	685.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	I1326626	20190009
UNIFORM PURCHASE-EICHERL	136.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	I1313180	20190009
Vendor Total: \$1,486.00					
TERESA A NORTILLO					
NORTILLO EDC CONFERENCE-REIMBURSEME	477.82	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	MARKETING EVENTS	30190038

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$477.82					
THE LIFEGUARD STORE					
LIFEGUARD WHISTLES	25.00	SWIMMING POOL -EXPENSE GEN GOV UNIFORMS & SAFETY ITEMS	05900100-47760-	INV710862	10190207
Vendor Total: \$25.00					
THIRD MILLENNIUM ASSOCIATES					
INTERNET E-PAY - AUGUST 2018	250.00	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	22455	10190013
INTERNET E-PAY - AUGUST 2018	250.00	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	22455	10190013
8/22/18 UTILITY BILL	1,173.61	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	22454	10190211
8/22/18 UTILITY BILL	1,173.61	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	22454	10190211
Vendor Total: \$2,847.22					
THOMPSON ELEVATOR INSP					
ELEVATOR INSPECTIONS-JULY/AUG 2018	344.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	18-2440	30190001
Vendor Total: \$344.00					
TODAYS UNIFORMS					
UNIFORM PURCHASE-RADELL	52.95	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	161024	20190004
Vendor Total: \$52.95					
TOM PECK FORD OF HUNTLEY INC					
RETURNED DISC/PULLEY/DISC ASSEMBLY	-258.09	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	CM26992	29190028
HOSE	16.11	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	27171	29190028
JET KIT	14.90	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	27161	29190028
SWITCH ASSEMBLY	34.08	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	27076	29190028
DISC/PULLEY/DISC ASSEMBLY	258.09	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	26992	29190028
Vendor Total: \$65.09					
TRAFFIC CONTROL & PROTECTION INC					
REPAIR POST POUNDER	293.79	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	93604	29190088
Vendor Total: \$293.79					
ULINE INC					
BUILDING MAINT. BALANCE SHEET					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
WATER RESISTANT SHOE COVER	53.13	INVENTORY	28-14220-	100092616	28190044
Vendor Total: \$53.13					
US BANK EQUIPMENT FINANCE					
RICOH MPC3003 COPIER 9/14/18	156.00	POLICE - EXPENSE PUB SAFETY LEASES - NON CAPITAL	01200200-42272-	364630756	10190031
RICOH MP5054SP COPIER 9/14/18	200.00	POLICE - EXPENSE PUB SAFETY LEASES - NON CAPITAL	01200200-42272-	364630715	10190032
Vendor Total: \$356.00					
USIC LOCATING SERVICES LLC					
7/1/18-7/31/18 - UTILITY LOCATING	4,004.13	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	292985	40190003
7/1/18-7/31/18 - UTILITY LOCATING	4,004.14	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	292985	40190003
7/1/18-7/31/18 - UTILITY LOCATING	4,004.14	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	292985	40190003
Vendor Total: \$12,012.41					
VALLEY AUTOBODY & FRAME					
UNIT 91 BODY REPAIR	2,542.45	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	7730	29190086
Vendor Total: \$2,542.45					
VERIZON WIRELESS SERVICES LLC					
7/14/18-8/13/18 STATEMENT	55.80	BLDG MAINT- REVENUE & EXPENSES TELEPHONE	28900000-42210-	9812771413	10190210
7/14/18-8/13/18 STATEMENT	371.63	CDD - EXPENSE GEN GOV TELEPHONE	01300100-42210-	9812771413	10190210
7/14/18-8/13/18 STATEMENT	8.70	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	9812771413	10190210
7/14/18-8/13/18 STATEMENT	819.05	GENERAL SERVICES PW - EXPENSE TELEPHONE	01500300-42210-	9812771413	10190210
7/14/18-8/13/18 STATEMENT	754.96	IT EQUIPMENT & SUPPLIES	01500300-43333-	9812771413	10190210
7/14/18-8/13/18 STATEMENT	452.83	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	9812771413	10190210
7/14/18-8/13/18 STATEMENT	344.80	POLICE - EXPENSE PUB SAFETY TELEPHONE	01200200-42210-	9812771413	10190210
7/14/18-8/13/18 STATEMENT	187.40	PWA - EXPENSE PUB WORKS TELEPHONE	01400300-42210-	9812771413	10190210
7/14/18-8/13/18 STATEMENT	55.80	RECREATION - EXPENSE GEN GOV TELEPHONE	01101100-42210-	9812771413	10190210
7/14/18-8/13/18 STATEMENT	513.89	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	9812771413	10190210
7/14/18-8/13/18 STATEMENT	111.60	VEHCL MAINT-REVENUE & EXPENSES TELEPHONE	29900000-42210-	9812771413	10190210

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
WATER OPER - EXPENSE W&S BUSI					
7/14/18-8/13/18 STATEMENT	581.39	TELEPHONE	07700400-42210-	9812771413	10190210
Vendor Total: \$4,257.85					
VILLAGE OF ALGONQUIN					
CDD - EXPENSE GEN GOV					
REQUEST TO REIMBURSE ADMIN PETTY CASI	175.00	TRAVEL/TRAINING/DUES	01300100-47740-	9/4/18 REQUEST	10190206
GS ADMIN - EXPENSE GEN GOV					
REQUEST TO REIMBURSE ADMIN PETTY CASI	15.34	TRAVEL/TRAINING/DUES	01100100-47740-	9/4/18 REQUEST	10190206
Vendor Total: \$190.34					
WELCH BROS INC					
GENERAL SERVICES PW - EXPENSE					
ADA PLATES	4,797.00	MAINT - CURB & SIDEWALK	01500300-44427-	3018877	50190095
Vendor Total: \$4,797.00					
WEST SIDE TRACTOR SALES					
VEHICLE MAINT. BALANCE SHEET					
FILTER ELEMENT	40.48	INVENTORY	29-14220-	W66116	29190009
Vendor Total: \$40.48					
WICKSTROM AUTO GROUP					
VEHICLE MAINT. BALANCE SHEET					
SWITCH	86.34	INVENTORY	29-14220-	140048	29190063
VEHICLE MAINT. BALANCE SHEET					
STEEL SHAFT	142.08	INVENTORY	29-14220-	139756	29190063
Vendor Total: \$228.42					
ZIEGLERS ACE HARDWARE					
WATER OPER - EXPENSE W&S BUSI					
SPONGE RUBBER TAPE	9.99	MAINT - TREATMENT FACILITY	07700400-44412-	033830/L	70190137
Vendor Total: \$9.99					
ZUKOWSKI ROGERS FLOOD & MCARDLE					
POLICE - EXPENSE PUB SAFETY					
TRAFFIC CASES,ORDINANCE VIOLATIONS	5,687.50	LEGAL SERVICES	01200200-42230-	132995	
POLICE - EXPENSE PUB SAFETY					
TRAFFIC CASES,ORD-VIOL-COSTS ADVANCEI	6.67	LEGAL SERVICES	01200200-42230-	132995	
POLICE - EXPENSE PUB SAFETY					
PERSONNEL MATTERS	3,062.50	LEGAL SERVICES	01200200-42230-	132995	
GS ADMIN - EXPENSE GEN GOV					
FREEDOM OF INFORMATION ACT	43.75	LEGAL SERVICES	01100100-42230-	132995	
POLICE - EXPENSE PUB SAFETY					
FREEDOM OF INFORMATION ACT	875.00	LEGAL SERVICES	01200200-42230-	132995	
GS ADMIN - EXPENSE GEN GOV					
MISCELLANEOUS	787.50	LEGAL SERVICES	01100100-42230-	132995	
GS ADMIN - EXPENSE GEN GOV					

Vendor					
Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
MISCELLANEOUS-COSTS ADVANCED	2.50	LEGAL SERVICES	01100100-42230-	132995	
		GS ADMIN - EXPENSE GEN GOV			
MUNICIPAL CODE	131.25	LEGAL SERVICES	01100100-42230-	132995	
		GS ADMIN - EXPENSE GEN GOV			
MEETINGS	656.25	LEGAL SERVICES	01100100-42230-	132995	
		GENERAL SERVICES PW - EXPENSE			
PUBLIC WORKS/STREETS	87.50	LEGAL SERVICES	01500300-42230-	132995	
		CDD - EXPENSE GEN GOV			
TRAFFIC,ORD VIOLATIONS-MUN COURT	625.00	LEGAL SERVICES	01300100-42230-	132995	
		POLICE - EXPENSE PUB SAFETY			
TRAFFIC,ORD VIOLATIONS-MUN COURT	718.75	LEGAL SERVICES	01200200-42230-	132995	
		CDD - EXPENSE GEN GOV			
ADMINSTRATIVE ADJUDICATION	131.25	LEGAL SERVICES	01300100-42230-	132995	
		GS ADMIN - EXPENSE GEN GOV			
VILLAGE PROPERTY MATTERS-MISCELLANEC	3,412.50	LEGAL SERVICES	01100100-42230-	132995	
		STREET IMPROV- EXPENSE PUBWRKS			
VILLAGE PROPERTY MATTERS-MISCELLANEC	1,093.75	LEGAL SERVICES	04900300-42230-	132995	
Vendor Total: \$17,321.67					
REPORT TOTAL: \$328,733.43					

Village of Algonquin

List of Bills 9/4/2018

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	92,575.90
03	MFT	31,331.80
04	STREET IMPROVEMENT	4,426.75
05	SWIMMING POOL	1,727.47
06	PARK IMPROVEMENT	11,800.00
07	WATER & SEWER	99,218.97
12	WATER & SEWER IMPROVEMI	47,288.66
28	BUILDING MAINT. SERVICE	9,586.65
29	VEHICLE MAINT. SERVICE	30,777.23
TOTAL ALL FUNDS		328,733.43

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

DATE: _____

APPROVED BY: _____



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: August 23, 2018

TO: Committee of the Whole

FROM: Russell Farnum, AICP, Community Development Director

SUBJECT: *Upcoming Special Events*

The following special events have been presented for consideration:

1. St. Margaret Mary Oktoberfest, September 22 and 23, including liquor (beer tent) and a 5k walk. This is a Church festival with a car show, music, beer tent and other games and events. The event will be held on the grounds of the School Building, near Eastgate Drive. Saturday will feature a 5k run using the same route as Founders Day, Sunday will feature a car show. Hours Saturday will be 2 pm to 11 pm, and Sunday will be 8 am to 7 pm. Dan Barton will be present at the COTW meeting to answer any questions.
2. St. Vincent DePaul Society, St. Margaret Mary Conference, Walk for the Poor, affiliated with St. Margaret Mary, September 15 (Raindate Sept 22). This is the primary fundraiser for this charitable organization. The raindate coincides with the 5k run for the Oktoberfest, but there is only a small portion of potential conflict on the Prairie Trail, it is not anticipated to create any issues. A representative from SVDP STMM will be present
3. The Environmental Defenders of McHenry County, It's Our River Day clean-up event on Saturday, September 15 from 1 to 4pm. The event will be held in Cornish Park, and participating groups include the Sierra Club, Fox River Jeep Club, Illinois Paddling Council and Friends of the Fox River. In the past this event has included live music and informational booths, however this year's event will be focused on the river clean-up activity itself and still requires special event approval from the Village Board for use of public park space. The Defenders have provided the village with a certificate of liability insurance and Cynthia Kanner will be present at Tuesday's COTW meeting on behalf of the group to answer any questions.

All of these events are in order and have been presented by experienced groups that have performed many events in the past. Consensus to place these on the September 4 Board agenda for approval is recommended.

SPECIAL EVENT PERMIT NUMBER: _____

APPLICATION: _____

**VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT
SEASONAL/SPECIAL EVENT PERMIT APPLICATION**

Application is hereby made for a permit to conduct a Seasonal/Special Event

Location of Event St. Margaret Mary Education CenterName of Applicant Dan Barton Phone 847-866-8888Address 111 S. Hubbard St. Algonquin IL 60102PROPERTY OWNER'S SIGNATURE OF PERMISSION: *D. P. Barton*
(required)

Attach or indicate below site plan, a time schedule for set-up and clean up, a time schedule for the actual event, parking & lighting plan, and please indicate ingress, egress, and traffic control, and indicate any tent location(s) and fencing.

Set up will be Friday the 21st of September. Clean up will be on Monday the 24th. Times are as follows: September 22nd 2pm to 11pm and September 23rd 8 am to 7 pm. Parking will be in the school and church lot. There will also be a 5K Run on the 22nd

The undersigned certifies that the statements in this application are true and correct and that all work done under the proposed permit will conform to the requirements of the Village of Algonquin Zoning Ordinance and all other Village Ordinances.

Tent Erector Ede Rental Phone 847-658-9000Address 914 Algonquin Rd. Algonquin IL 60102

No error or omission in either plans or application, whether said plans or application has been approved by the Community Development or not, shall permit or relieve the applicant from conducting this event in any other manner that provided for in all the ordinances of the Village of Algonquin relating thereto. The applicant having prepared and read this application and fully understanding the intent thereof declares that the statements made are true to the best of his/her ability, knowledge and belief. No refund of permit fees shall be issued.

[Signature]
Signature of Applicant

Mention PERMIT NUMBER AND ADDRESS when requesting inspection. Phone 847-658-2700 (Option 3) Fax 847-658-2631

SEASONAL EVENT FEE _____

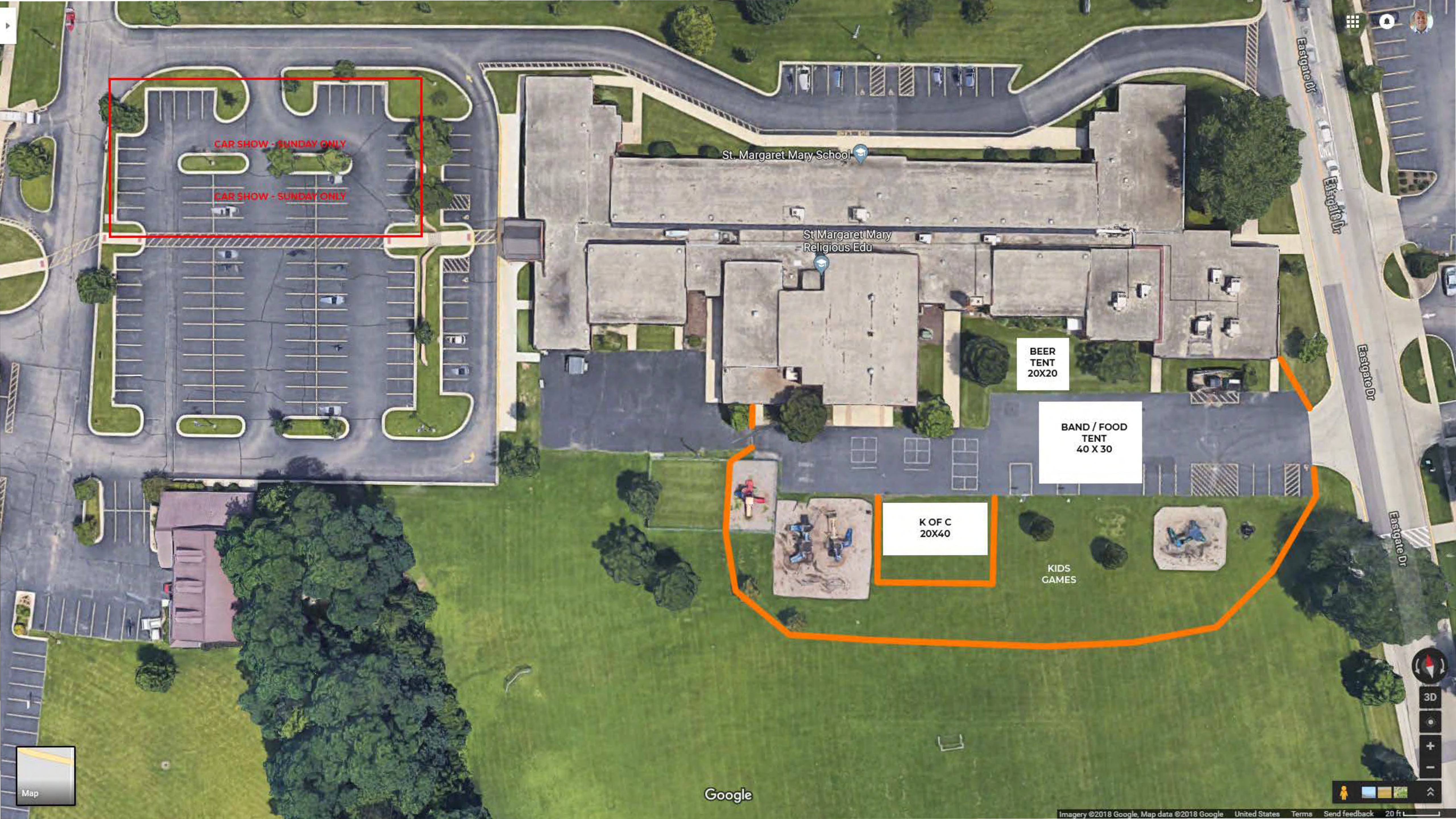
ELECTRIC FEE _____

TOTAL PERMIT FEE _____

DATE ISSUED _____

Building Commissioner

TEMPORARY PERMIT EXPIRES ON _____



CAR SHOW - SUNDAY ONLY

CAR SHOW - SUNDAY ONLY

St. Margaret Mary School

St Margaret Mary
Religious Edu

BEER
TENT
20X20

BAND / FOOD
TENT
40 X 30

K OF C
20X40

KIDS
GAMES

Google



Algonquin Founders' Days 5k

5 km

Algonquin, Illinois

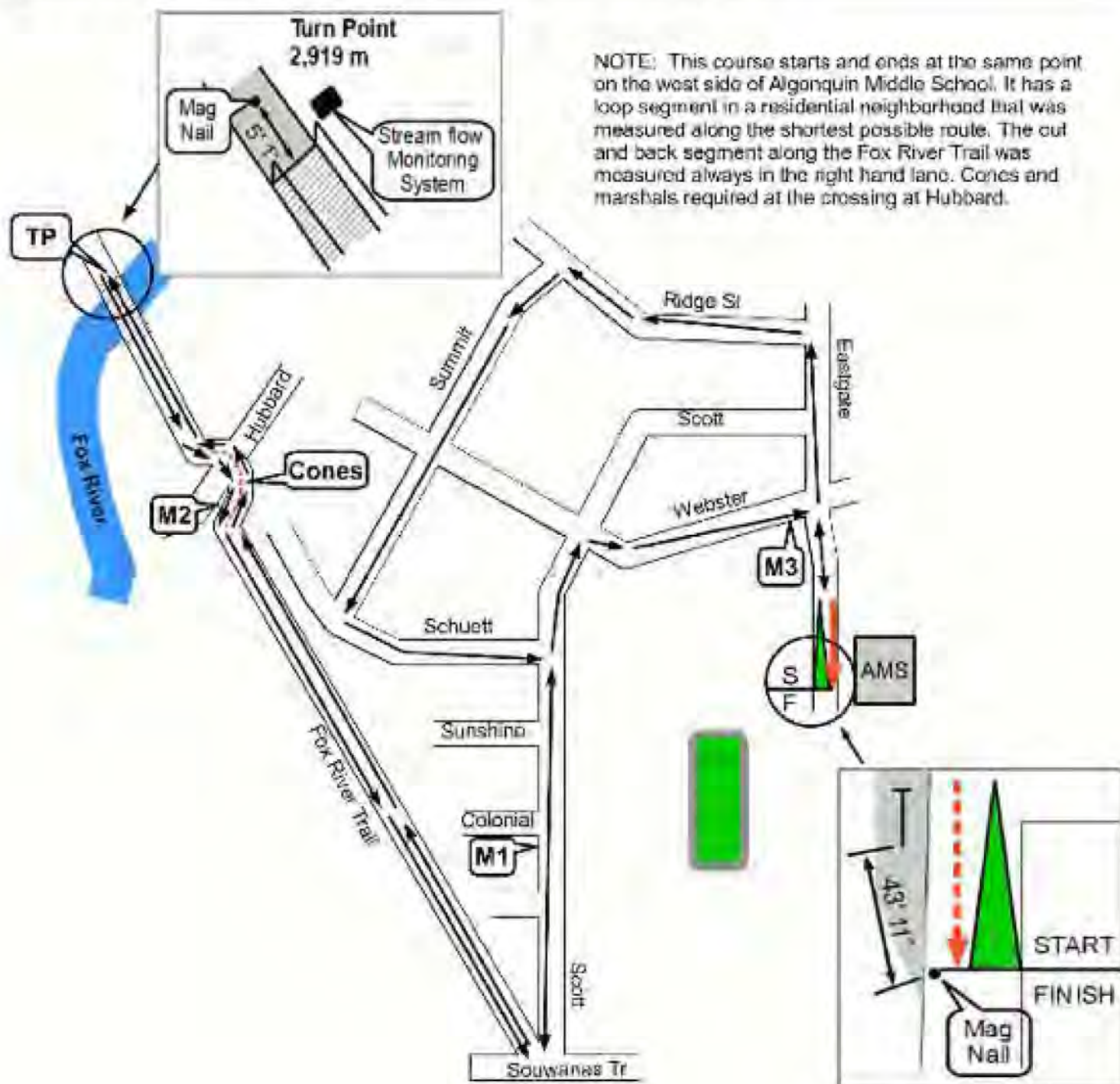
USATF Certificate # IL18008WR

Effective Apr 27, 2018 – Dec 31, 2028



Map not to Scale

Start: Mag nail 43' 11" S of base of street light N of gate and 12" from edge of concrete walkway (see detail)
Mile 1: West curb of Scott St., 19' 3" N of center of driveway to 720 address
Turn: Center of asphalt path, 5' 1" NW of NW end of wood bridge (1' W of W edge of Stream flow Monitoring System)
Mile 2: West edge of asphalt path, 22' SE of 3 yellow guard posts at Hubbard
Mile 3: South curb of Webster, 17' W of stop sign at Eastgate
Finish: Same as start
Measured by Winston Rasmussen on April 21, 2018 (w.rasmussen@comcast.net)



APPLICATION FOR "EVENT" LIQUOR PERMIT

TO: The Liquor Commissioner of the Village of Algonquin, Illinois

(PLEASE TYPE OR PRINT ALL INFORMATION)

The undersigned applicant, being duly sworn on oath, makes application for a Liquor Permit in the Village of Algonquin, as follows:

1. The name of the applicant to appear on the permit is: St Margaret Mary Catholic Church
2. The address of the applicant is: 100 S. Hubbard St.
Algonquin, IL.
60102
3. The name and address of officer or agent for the applicant is: Daniel Barton
XXXXXXXXXXXX
Algonquin, IL. 60102
4. A. The applicant is presently: (Complete all applicable parts)
 - (1) Class Licensee in the Village; License No.
 - (2) Nonprofit organization, registered with the State of Illinois
 - (3) Other type of organization: Please specify
(i.e., Fraternal, Educational, Civic, Political, Religious)
 - (4) Provide Illinois Department of Revenue Tax Exempt Number and/or Illinois Business Tax Number assigned to your organization

B. The description and location of premises or place of business which is to be operated under the proposed permit:
St Margaret Mary Oktoberfest at St Margaret Mary

C. The date(s) and hours of operation requested under the proposed permit are:
September 22nd 2pm to 10:30pm
September 23rd 11:30am to 6:30pm

The number of days shall not exceed what is presently allowed by ordinance.

5. BASSET Training Required: Successful completion of a BASSET program, or other similar program as approved by the Chief of Police, is required for at least one person coordinating and responsible for the responsible sale of alcoholic liquor during the event. Such person

shall be present at the point of liquor sales at all times for the duration of the event.
Person holding the BASSETT Certificate: Dan Barton

Photocopies of a valid certificate of completion of a BASSETT program shall be included with the application.

6. The applicant hereby files Certificates of Insurance, certifying that the applicant has in force and effect insurance as follows:
- Liquor Liability Insurance of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate and;
 - General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.

The Insurance Certificates must name the Village of Algonquin as Additional Insured.

"Host Insurance" shall not satisfy the requester defined above.

7. The applicant herewith submits the appropriate permit fee, in the amount of:
\$ _____, as set forth in the Liquor Control and Liquor Licensing Ordinance of the Village of Algonquin.

The applicant agrees to comply with all ordinances of the Village of Algonquin and the Laws of the State of Illinois.

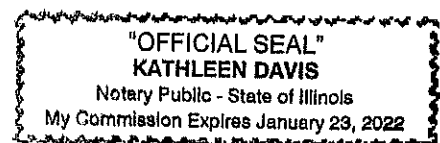
Applicant: St Margaret Mary
Signed By: [Signature]
Officer or Agent: Dan Barton
Daytime Phone: XXXXXXXXXX
Extension: _____

Subscribed and Sworn to before me this 21 day of August, 20 18

[Signature]
(Notary Public)

My Commission expires January 23, 20 22

SEAL





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Gallagher Bassett Services, Inc. PHONE (A/C, No, Ext): 414-203-4053 FAX (A/C, No): 414-258-1250 E-MAIL ADDRESS:
INSURED Diocese of Rockford Finance & Administration Office P.O. Box 7044 Rockford IL 61125	INSURER(S) AFFORDING COVERAGE INSURER A: National Catholic RRG, Inc INSURER B: Safety National Casualty Corporation INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 40768129**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		RRG1026821	7/1/2018	7/1/2019	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Included PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ Included \$
A	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		RRG1026821 XS1026821	7/1/2018 7/1/2018	7/1/2019 7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000		XS1026821	7/1/2018	7/1/2019	EACH OCCURRENCE \$ \$4,000,000 AGGREGATE \$ \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	SP 4058841	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER Statutory E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability and Auto Liability limits inclusive of \$250,000 Self-Insured Retention.

If Additional Insured status noted herein, coverage afforded by Form #TNC-G118 (ed. 01/01/12).

For: St. Margaret Mary School, 119 S Hubbard St, Algonquin, IL 60102.

Reason: Saint Margaret Mary Oktoberfest to be held at above address on September 22 & 23, 2018 from State of Illinois named as additional insured and loss payee with respect to this certificate. Dram Shop Liquor Liability coverage applicable to Saint Margaret Mary School, Algonquin, IL as additional insured with respect to the event. Included in the Excess/Liability is the liquor liability.

CERTIFICATE HOLDER**CANCELLATION**Illinois Liquor Control Commission
100 W Randolph St, 7-801
Chicago IL 60601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Certificate of Completion

**American
Safety Council**

DAN BARTON

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 4/28/2016
from the American Safety Council.


Jeff Palran

Village of Algonquin
PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION



In order for the Village of Algonquin to assist you with your Public Event, please fill out the information below and return to Diane LaCalamita at the Village Hall (2200 Harnish Drive) at least 60 days prior to the event. We will share this information with all relevant Village departments to better support your efforts.

Please be sure to fill out this application in its entirety – photo copy as needed. Please type or print legibly.

Official Name of the Event: The Society of St. Vincent DePaul Walk for the Poor

Sponsoring Organization:

Name: SVDP St. Margaret Mary Conference Contact Name: Steve Ludwig
Address: 111 S. Hubbard St.
City, State, ZIP: Algonquin, IL. 60102
Phone: 847.344.9125 Email: svdp@svdpusa.net

Event Coordinator:

Name: Steve Ludwig
Home Address: 9 Division St.
City, State, ZIP: Algonquin, IL. 60102
Phone: Same Email: Same

Event Information:

Describe the Nature of the Event: The event is held by the international society, as a whole during, this time of year. It is a primary fundraiser to support our humanitarian effort in serving the poor of the community. The event consists of walkers who have garnered sponsorship for walking a 5K course on this date. It is very low key; walkers only, and is slated to end by late morning, posing very little disruption to the neighborhood or community, yet providing great funding for the needy of our community. The event will begin in the parking area of St. Margaret Mary Church on S. Hubbard Street, process down S. Hubbard to the regional Prairie Trail at Shuett St. The walkers will continue down the bike trail to the Village access point of Riverwoods Dr. Walkers will perform a turnabout and return to the church via the same pathway. Walkers are provided pre and post even non-alcoholic beverages and light snacks. There is no real event on St. Margaret Mary property other than staffing, check in, and check out. Monies generated go directly to serve the needy of Algonquin and Lake in the Hills.

New Event _____ Repeat Event X If repeat, what will be different this year? Nothing

Event Location (include street address): St. Margaret Mary Church and associated walking path.

Date(s) and Time(s) of the Event: September 15, 2018

Rain Date(s): September 22, 2018

Set-Up Date/Time: September 15th, 6AM

Maximum Number of Attendees/Participants at a Given Time: 120

Admission Fee: yes _____ no X If yes, list fees to be charged: _____

How will the revenue be used (to include donations to non-profit or charitable organizations): Revenue is utilized directly in one on one service to the poor of our community. The society is based in coming alongside those in need, providing for there essential services (food, clothing, shelter, utilities; whatever the immediate need might be), and coaching them in public services available to them, ways in which they can work to improve their ability to provide for themselves and journey with them with a spiritual commitment to let them know they are not alone.

Event Website: www.svdpusa.net

Event Details:

- Describe provided security, including who will be providing the security (name and contact information), hours, and a detailed security plan: Due to the passive nature of the event, we plan on providing adult crossing guards at all public road intersections (all side streets), as well as occasional watering stations. Both of these items are noted in the attached site plan. As we try to commit as much of the earnings directly

to the poor, our goal is to keep the event safe, while keeping the overhead costs as low as possible. We believe the vent will be no more dramatic and a typical school day crosswalk effort. Volunteers will be staged along the course with cell phone access should any issues arise.

- Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: Again, due to the size of the event, parking will not be an issue. As we are affiliated with, and have approval from St. Margaret Mary Church, the parking areas at the church will be sufficient for this event. Parking will have no impact on the neighborhoods or roadways adjacent.
- Will there be a need for road closures? Yes _____ No X *If Yes, please explain:* _____

1

- Are you requesting Algonquin Police Officer(s) presence? Yes _____ No X *If Yes, to perform what function?* _____
- Do you want a fire truck or ambulance present? Yes _____ No X *If Yes, which one and for what hours?* _____
- Are you wishing to post temporary sign(s) announcing the event? Yes _____ No X *If Yes, please describe including desired size, location(s) and dates that the signage will be displayed:* _____
- Do you wish to serve alcoholic beverages? Yes _____ No X *If Yes, please elaborate:* _____
- Do you have DRAM Shop Insurances for the sale/consumption of alcohol? Yes _____ No X *If Yes, attach a copy of the policy.*
- Will you have live entertainment (e.g. bands, D.J., amplified sound, etc.) Yes _____ No X *If Yes, please describe type, band(s) name(s), hours of performance and if there will be a stage:* _____
- Do you have any other special needs or request for this event? (Physical set-up assistance, waste removal, portable toilets/hand washing stations, electricity, generator, running water, tent(s), McHenry or Kane County Health Department Permits, Village inspections, etc.): No
- Do you plan on holding a raffle during this event? Yes _____ No X

Name of on-site contact during the event (please print): See above

On-site contact cell number: _____

On-site contact work number: _____

On-site contact home number: _____

Affidavit of Applicant:

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c), no sex offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials,

employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.

Steven R. Ludwig
Signature of Applicant

7-26-17

Date

Society of St. Vincent DePaul Walk for the Poor



Water Stations Will Be Added If Temps Exceed 90 Degrees

Staff To Direct Turn Around



Village of Algonquin
PUBLIC EVENT APPLICATION

A. Application Information (Groups, Organizations, etc.)

B. Sponsoring Organization: Environmental Defenders of McHenry

County _____

Address: ~~XXXXXXXXXXXX~~

City, State, Zip: Woodstock IL 60098

Phone: ~~XXXXXXXXXX~~

2. Name of Contact Person: Cynthia Kanner

Address: ~~XXXXXXXXXXXX~~

City, State, Zip: Algonquin

Daytime Ph: ~~XXXXXXXXXX~~

Evening Ph: _____

C. Application Information (Individual Applicant)

1. Full Name: Cynthia Kanner

2. Home Address: ~~XXXXXXXXXXXX~~

City, State, Zip: Algonquin IL 60102

3. Home Ph: ~~XXXXXXXXXX~~

Daytime Ph.: _____

D. Special Event Information:

1. Date(s) of Event: Saturday, September 15, 2018

2. Time(s) of Event: 1 to 4PM

3. Duration of Event: 3 hours

4. Location of Event: Cornish Park

5. Name of Event: It's Our River Day

6. Maximum Number of Attendees/Participants at a Given Time: 100

7. Describe the Nature of the Public Event: River clean up - annual

8. Describe Provided Security, including who is providing the security, hours, and a detailed security plan:

9. Describe Parking or Traffic Control, including the location of extra parking and the # of spaces allocated, and how overflow parking will be handled: Public parking area/street parking

D. Affidavit of Applicant:

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 430 ILCS 85/2-20, no child sex offenders or persons convicted of a felony in the past five years or convicted of any offense under Article 9 (Homicide) of the Illinois Criminal Code are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.



Signature of Applicant

August 9, 2018

Date

FOR INTERNAL USE ONLY:

Copy of Application Sent to: Village Manager, Police Department, Public Works, Fire District



VILLAGE OF ALGONQUIN SCHEDULE OF MEETINGS

September 4, 2018

THE FOLLOWING MEETINGS ARE SCHEDULED TO BE HELD AT THE WILLIAM J. GANEK MUNICIPAL CENTER (GMC), 2200 HARNISH DRIVE, ALGONQUIN, ILLINOIS, EXCEPT AS OTHERWISE POSTED. FULL AGENDAS FOR MEETINGS WILL BE POSTED, AS REQUIRED BY LAW, NOT LESS THAN FOURTY-EIGHT HOURS PRIOR TO THE SCHEDULED MEETING.

(NOTE: HISTORIC VILLAGE HALL (HVH) IS LOCATED AT 2 SOUTH MAIN STREET, ALGONQUIN, ILLINOIS.)

September 4, 2018	Tuesday	7:30 PM	Village Board Meeting	GMC
September 10, 2018	Monday	7:30 PM	Planning & Zoning Commission Meeting	GMC
September 11, 2018	Tuesday	7:30 PM	Committee of the Whole Meeting	GMC
September 12, 2018	Wednesday	7:00 PM	Historic Commission Meeting	HVH
September 13, 2018	Thursday	7:00 PM	Economic Development Commission	GMC
September 15, 2018	Saturday	8:30 AM	Historic Commission Workshop	HVH
September 18, 2018	Tuesday	7:30 PM	Village Board Meeting	GMC

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

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