VILLAGE OF ALGONQUIN VILLAGE BOARD MEETING December 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. AUDIENCE PARTICIPATION

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

6. CONSENT AGENDA/APPROVAL:

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

A. APPROVE MEETING MINUTES:

- (1) Public Hearing Held November 20, 2018
- (2) Village Board Meeting Held November 20, 2018
- (3) Committee of the Whole Meeting Held November 20, 2018

7. 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 Issuing a Special Use Permit for Residential Dwelling Unit at 123 South Harrison Street
- (2) Pass an Ordinance Approving Certain Items as Surplus
- (3) Pass an Ordinance Amending Chapter 33, Liquor Control and Liquor Licensing
- (4) Pass an Ordinance Amending Appendix B, 6A.28-C Manual Meter Reading Fee

B. ADOPT RESOLUTIONS:

- (1) Pass a Resolution Accepting and Approving an Agreement with Chicago SMSA/Verizon for Site Access to the Jacobs Water Tower
- (2) Pass a Resolution Accepting and Approving an Agreement with Nilco, Inc. of Woodstock for Downtown Snow Removal in the Amount of \$111,735.00
- (3) Pass a Resolution Accepting and Approving an Agreement with Langton Group of Woodstock for Culde-sac and Eyebrow Snow Removal in the Amount of \$123,844.56
- (4) Pass a Resolution Accepting and Approving an Agreement with Sebert Landscaping for the 2019 Landscaping Season in the Amount of \$342,681.00

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

9. APPROVAL OF BILLS FOR PAYMENT AND PAYROLL EXPENSES AS RECOMMENDED

BY THE VILLAGE MANAGER

A. List of Bills Dated December 4, 2018 totaling \$1,192,726.24

10. COMMITTEE OF THE WHOLE:

- A. COMMUNITY DEVELOPMENT
- **B. GENERAL ADMINISTRATION**
- C. PUBLIC WORKS & SAFETY
- 11. VILLAGE CLERK'S REPORT
- 12. STAFF COMMUNICATIONS/REPORTS, AS REQUIRED
- 13. CORRESPONDENCE
- 14. OLD BUSINESS
- **15. EXECUTIVE SESSION:** If required
- 16. NEW BUSINESS
- 17. ADJOURNMENT



PUBLIC HEARING BEFORE THE CORPORATE AUTHORITIES OF THE VILLAGE OF ALGONQUIN, MCHENRY & KANE COUNTIES, IL HELD IN THE VILLAGE BOARD ROOM ON November 20, 2018

Village of Algonquin, Illinois; Comcast Franchise Agreement

<u>CALL TO ORDER</u>: Village President John Schmitt called the hearing to order at 7:25 P.M. and requested a roll call.

Trustees Present: Debby Sosine, Janice Jasper, Jim Steigert, Laura Brehmer, Jerrold Glogowski John Spella.

Staff Attendance: Village Manager Tim Schloneger; Senior Planner, Ben Mason; Public Works Director, Bob Mitchard; Police Chief, John Bucci; Deputy Village Clerk, Michelle Weber; and Attorney, Kelly Cahill.

<u>PUBLICATION</u>: President Schmitt reported the publication was examined and found to be in order. Published in the Northwest Herald at the prescribed time, November 7, 2018

ADJOURNMENT: President Schmitt adjourned the Hearing at 7:26 P.M.

Submitted: ______ Michelle Weber, Deputy Village Clerk

PUBLIC COMMENT: None



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 NOVEMBER 20, 2018

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

Deputy Village Clerk Michelle Weber called the roll with the following Trustees present; Debby Sosine, John Spella, Janis Jasper, Jerrold Glogowski, Laura Brehmer, Debby Sosine, Jim Steigert. (Quorum was established)

Staff in Attendance: Village Manager, Tim Schloneger; Senior Planner, Ben Mason; Public Works Director, Bob Mitchard; Police Chief, John Bucci; Deputy Clerk, Michelle Weber; and Village Attorney Kelly Cahill.

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

<u>ADOPT AGENDA</u>: Moved by Sosine, seconded by Glogowski, to adopt tonight's agenda deleting item 15, Executive Session. Voice vote carried.

AUDIENCE PARTICIPATION:

None

<u>CONSENT AGENDA</u>: 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 Special Meeting Held November 6, 2018
- (2) Village Board Meeting Held November 6, 2018
- (3) Committee of the Whole Held November 13, 2018

Moved by Spella, seconded by Sosine, to approve the Consent Agenda of November 20, 2018. Voice vote; ayes carried.

<u>OMNIBUS AGENDA</u>: 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-33 An Ordinance Declaring Certain Items as Surplus
- B. ADOPT RESOLUTIONS:
- (1) 2018-R-62 Accepting and Approving the Comcast Franchise Agreement
- (2) **2018-R-63** Accepting and Approving the IMET Tolling Agreement Extension
- (3) **2018-R-64** Accepting and Approving the Municipal Compliance Report for the Algonquin Police Pension Fund
- (4) **2018-R-65** Accepting and Approving the Amount of Funds to be Levied for the 2018 Tax Year through Real Estate Taxes for the Village of Algonquin

Moved by Steigert, seconded by Glogowski, to approve the Omnibus Agenda of November 20, 2018. Voice vote; ayes carried.

<u>APPROVAL OF BILLS</u>: Moved by Glogowski, seconded by Sosine, to approve the List of Bills for payment for 11/20/2018 in the amount of \$2,842,908.99 including payroll expenses as recommended for approval.

Roll call vote; voting aye –Sosine, Spella, Jasper, Glogowski, Brehmer, Steigert. Motion carried; 6-ayes, 0-nays.

PAYMENT OF BILLS:

General	\$ 263,790.05
Cemetery	1596.00
MFT	6,485.55
Swimming Pool	52,671.55
Street Improvement	1,534,851.80
Park Improvement	32,631.00
Water & Sewer	79,755.68
Water & Sewer Improvement	381,206.89
Building Maintenance	6,643.64
Vehicle Maintenance Service	31,8573.14
	Total \$ 2,391,489.30

COMMITTEE & CLERK'S REPORTS:

UNDER COMMITTEE OF THE WHOLE

(1) Moved by Jasper seconded by Glogowski to pass and approve an Ordinance **2018-O-34**Authorizing the Village to Bring an Eminent Domain Proceeding to Acquire Certain Property Located at 901 Cary Road, Algonquin

Roll call vote; voting aye –Sosine, Spella, Jasper, Glogowski, Brehmer, Steigert. Motion carried; 6-ayes, 0-nays.

(2) Moved by Jasper seconded by Glogowski to Accept and Approve the Algonquin Police Pension Fund 2018 Tax Levy

Voice vote; ayes carried.

VILLAGE CLERK'S REPORT

Deputy Clerk Weber reported the future Village meeting schedule.

STAFF REPORTS:

ADMINISTRATION: Tim Schloneger

No Report

COMMUNITY DEVELOPMENT: Ben Mason

- 1. Planning and Zoning will have two public hearing items for the December 10 meeting. A PUD amendment for the Light of Christ Church and a PUD amendment for the Carwash on the east side of town.
- 2. Black Bear Bistro, on Main Street, has opened.

POLICE DEPARTMENT: John Bucci

- There have been numerous complaints about the eastbound traffic on Route 62 during the morning hours. Staff has been working with IDOT to have this resolved. IDOT did some testing and determined the lights on Sandbloom needed to be adjusted. Hopefully, this will solve the delay.
- 2. "No Shave November" will continue for another couple of months. His team has requested to continue this event which promotes awareness for various charities.

PUBLIC WORKS: Bob Mitchard

- 1. Downtown Streetscape work continues; a new detour has been added.
- 2. Electric for street lighting is being installed, but unfortunately it will not be complete in time to add holiday lights on the street.
- Gaslight roadway construction is slowing down due to weather conditions. The final surface needs
 to be completed but due to the cold it cannot be done. This will cause some problems with plowing.
 We may need to add temporary ramps to ensure the curbs and other raised items do not get
 damaged during plowing.
- 4. Paving has begun on the Coves Subdivision. Due to the duration the homeowners in the subdivision have been without proper pavement, we will risk paving in the cold.
- 5. Bike path paving is continuing. Because there are not heavy vehicles on the bike path, it is not as critical when paving in the colder weather.
- 6. Snow removal plan has been presented to staff
- 7. The snow removal contractors meet with Steve Ludwig and Vince Kilcullen today to go over the snow removal plans for the downtown and eyebrow/cul-de-sacs. Both contractors seemed very receptive.

President Schmitt asked when the cement for the sidewalks on Main Street (from the by-pass to Washington) were to be completed? Mr. Mitchard explained, the cement has been poured and we are waiting for it to completely cure. The blankets were removed and the cement was tested but you could still etch into it with your finger. He is hoping it will be complete cured by the middle of next week, but with the cold weather he cannot guarantee anything.

VILLAGE ATTORNEY: Kelly Cahill

She and her staff have been working on Liquor, property, and administrative items.

CORRESPONDENCE & MISCELLANEOUS: None

OLD BUSINESS: None

EXECUTIVE SESSION: None

NEW BUSINESS:

A. Moved by Sosine, seconded by Glogowski, to pass and approve a Food Vendor for the December 1, 2018 Rock on the Fox Event held at Riverfront Park. Voice vote; ayes carried.

<u>ADJOURNMENT</u>: There being no further business, it was moved by Steigert, seconded by Glogowski, to adjourn. Voice vote; ayes carried.

The meeting was adjourned at 7:50 pm.

Submitted:

Deputy Village Clerk, Michelle Weber

Approved this 4th day of December 2018

Village President, John Schmitt



Village of Algonquin Minutes of the Committee of the Whole Meeting Held in Village Board Room November 20, 2018

AGENDA ITEM 1: Roll Call to Establish a Quorum

Trustee Janice Jasper, Chairperson, called the Committee of the Whole meeting to order at 7:50 p.m. Present: Trustees Debby Sosine, Janis Jasper, Jerry Glogowski, Laura Brehmer, Jim Steigert, John Spella, and President Schmitt. A quorum was established.

Staff Members Present: Village Manager, Tim Schloneger; Senior Planner, Ben Mason; Public Works Director, Bob Mitchard; Police Chief, John Bucci; Deputy Village Clerk, Michelle Weber; and Village Attorney, Kelly Cahill.

AGENDA ITEM 2: Public Comment

None

AGENDA ITEM 3: Community Development

A. Consider a Special Use Permit for Clocktower Cupcakes Located on S. Harrison Street

Mr. Ben Mason Presented:

Mr. Ken and Donna Stratton have submitted a petition for Special Use Permit for a residential dwelling use on a portion of the ground floor of the building at 123 S. Harrison Street. The property is located in the village's Old Town District just south of Cornish Park and attached please find a map of the location. The subject property is zoned B-1 Business, Limited Retail and consists of an 1890s Victorian era home. The house has been occupied by businesses in the past, however most recently it has been used as a single-family residence.

The new owners propose to establish a "live/work" use of the property, whereby they would operate Clock Tower Cupcakes Shoppe in the front half of the home's main floor, and occupy the rear half of the ground floor as well as upper story for their own private residence.

A floor plan submitted by the petitioner for their proposed use of the home's main floor. There will be separate entrances to the retail and residential portions. The large room at the rear of the first floor is the home's residential kitchen. The petitioner is proposing to add a commercial kitchen and public bathroom toward the front to accommodate their retail operations.

Current zoning regulations for commercial-zoned property downtown allow "by-right" a residential dwelling unit on the second floor of a structure. A Special Use Permit in this case is therefore only required to use the rear half of the building's ground floor as part of the residential dwelling. Since the property will once again be occupied by a business tenant, consistent with the property's underlying zoning designation, Staff supports the request for a Special Use Permit to allow for residential use of the rear half of the first floor.

On November 12, 2018 the Planning and Zoning Commission considered the petition and unanimously recommended approval (6-0) of the request for the Special Use Permit for residential use of the first floor of the B-1, Business zoned property at 123 S. Harrison Street.

Staff concurs with the Planning and Zoning Commission and recommends approval of the Special Use Permit, subject to the following conditions:

- 1. Terms of the Special Use Permit shall follow the village's Zoning Code, whereby, any special use that has been discontinued for a period of six consecutive months shall be considered terminated. Should the Special Use approval be terminated, residential use of the ground floor shall not be reestablished in the future unless the Village Board grants a new special use permit request.
- 2. The petitioner shall apply for all necessary building and sign permits through the Community Development Department prior to opening the business.

3. Any exterior improvements to the structure shall be required to following the village's Preservation Code guidelines and obtain a Certificate of Appropriateness.

Mr. Glogowski asked about signage and a crosswalk near the establishment. Mr. Mason indicated the signage would have to follow the Code for the historic area and the Streets Department is aware of the crosswalk.

Ms. Jasper asked for clarification, on the plans it looks as though they are installing a commercial kitchen and they will have a residential kitchen all on the first floor. Mr. Mason indicated that is correct.

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

AGENDA ITEM 4: General Administration

A. Consider Certain Items as Surplus

Reporting Tim Schloneger:

Certain electronic devices (43 Monitors, 28 Desktop Computers, 26 Laptop Computers, and 10 Printers) that are requested to be declared surplus. The surplus items represent used equipment from the Village of Algonquin. All items considered are beyond their useful service life and will be recycled to clean up storage areas.

Staff recommends the declaration of surplus for the unusable devices.

Ms. Sosine asked if these items would be recycled. Mr. Schloneger indicated that these items will be recycled and that staff is working with Elgin Recycling for this.

Ms. Brehmer asked if there was a plan to have an electronic recycle drop-off event in the future. Deputy Clerk Weber indicated, due to the cost involved to the residents to recycle monitors and other devices, it is more economical and convenient for residents to utilize the curbside collection through Groot. A resident can have up to 6 items collected curbside for \$30.

Consensus of the Committee of the Whole was to move this item on for approval

B. Consider a Site Access Agreement with Chicago SMSA/Verizon for the Jacobs Water Tower

Reporting Tim Schloneger:

The proposed Site Access Agreement (SAA) between the Village of Algonquin and Chicago SMSA/Verizon for grounds access to perform a site investigation at the Jacobs Water Tower (2600 Bunker Hill Road). The primary purpose for this agreement is for Verizon to conduct a Site Investigation at the property as Verizon is interested in collocating cellular equipment on Jacobs Tower. This activity is required prior to proceeding forward with a Site Lease Agreement (SLA). Verizon will have until May 2019 to conduct its tests on the site.

Ms. Sosine asked if this was different than what is currently at the other water tower sites and will they be on the water tower? Mr. Schloneger indicated that this is similar. The only difference is that this is new template language related to a generator installation, then Verizon will come back to the Board will a negotiated lease agreement. Yes, they will be on the water tower.

Consensus of the Committee of the Whole was to move this item on for approval.

C. Consider Increasing the Number of Liquor Licenses in Class A and Class A-1 Reporting Tim Schloneger:

Bull's Eye Pub & Eatery, LLC, 229 S. Main Street, Algonquin, a new restaurant opening soon in our downtown area. Has submitted an application for a Class A Liquor License, which would allow them to serve alcohol for consumption on premises and permit the sale of alcohol for consumption off premises.

Burrito Inc., Burrito Parrilla Mexicana, 2321 W. Algonquin Road, Algonquin, a new restaurant opening in the former Fradillio's building. Has applied for a Class A-1 liquor License. This license will allow them to serve alcohol for consumption on their premises.

Staff recommends that the change in the number of available licenses be approved.

The consensus was to pass on to the Board for approval.

AGENDA ITEM 5: Public Works & Safety

Bob Mitchard reporting:

A. Consider an Agreement with Nilco, Inc. of Woodstock for Downtown Snow Removal

Public Works General Services received bids for contracted snow removal for two different work activities this week. One bid is for snow removal in various cul-de-sacs and eyebrows located throughout town, and the other is for snow removal for streets, walks, and parking areas throughout the downtown area. The bid numbers requested reflect the costs expected for an average season. The reality of each season may require significantly more or less costs, dependent upon the amount of snowfall received. For the Downtown Snow Removal three (3) bids were received. Nilco was the lowest responsible bidder, with a seasonal estimate of \$111,735.00. The bid pricing includes snow removal for the streets and sidewalks and all public walkways.

Mr. Glogowski asked if this type of snow removal been done before? Mr. Mitchard indicated that staff used to do this during the evening hours, when the businesses were closed. Due to the downtown revitalization and more foot traffic and parking we need to change the operation and do more during business hours. By hiring the contractor to do this, our staff can concentrate on keeping the major roadways and residential streets cleared for traffic.

Ms. Brehmer asked, since we have had problems with Nilco and their performance during the landscape contract, will someone be directly in charge of overseeing their performance and are they familiar with snow removal on brick pavers? Mr. Mitchard indicated that Vince Kilcullen, Streets Foreman, will be directly in charge of oversite of this contractor. Also, in the conversations staff has had with the contractor we have been very clear of our expectations. Yes, Nilco has experience with brick paver snow removal and has purchased special equipment and de-ice material for the project.

Ms. Sosine asked, do we have a plan B, if Nilco does not meet our expectations? Mr. Mitchard indicated that Greve Construction also bid for the project, we can hire them or another contractor.

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

B. Consider an Agreement with Langton Group, of Woodstock for the Cul-de-sac and Eyebrow Snow Removal

For the Cul-de-sac and Eyebrow Snow Removal two (2) responsible bids were received. Langton Group was the lowest responsible bidder, with a seasonal estimate of \$123.844.56.

Mr. Mitchard explained that typically our plows do a sweep with our larger equipment (4 wheel and 6 wheel dump trucks) during the snow event and then the contractor will finish it off with their smaller trucks. Staff meet with Langton Group today and they were very responsive to our requirements and come highly recommended.

Ms. Sosine asked if this is more cul-de-sacs than we normally contract out. Mr. Mitchard explained that we used to contract about ½ the cul-de-sacs out in prior years. Due to lack of small trucks and staff

Consensus of the Committee of the Whole was to move this item on for approval.

C. Consider an Amendment to Appendix B. 6A.28-C, Manual Meter Reading Fee Bob Mitchard reporting:

In the midst of the water meter change out program, we have received concerns from residents worried about having a smart meter in their home due to the radio frequencies. With that said, we are concerned

that some residents will opt out of the installation of the smart meter in their home. Therefore, we are requesting that we increase the manual meter reading fee to reflect labor costs of reading the meter. Staff calculated 30 minutes per manual read. Meters vehicle cost to operate is \$6.74 per half hour and loaded cost of employee is \$26.85 per half hour, which is more than what staff proposes. Currently our municipal code allows for a \$7.00 charge for each manual read, we request the fee be increased to \$25.00 to accurately reflect the cost of a manual meter read. calculations are based off from 30 minutes per manual read. Meters vehicle cost to operate is \$6.74 per half hour and loaded cost of employee is \$26.85 per half hour, which is more than proposing for. The fee has not been reviewed in 22+ years. Currently, there are no residents that request manual reads. However, approximately 1% meters are currently read manually due to equipment failure.

After some discussion, it was recommended that the increase of the manual meter reading fee reflect the actual amount of the cost to manually read the meter. Thus increasing the amount of the fee from \$7.00 to \$34.00, not \$25.00 as recommended by staff.

Ms. Jasper asked if all were in favor of the \$34.00 manual reading fee. The consensus was to move the increase of \$34.00 to the Board for approval.

D. Consider an Agreement with Sebert Landscaping for the 2019 Landscaping Services

We had a very difficult time securing quality performance from our landscape contractor this year. In an effort to provide the quality services the residents deserve for next season, we sent out a new request for proposals for landscape contracting to five reputable organizations within our region. We received two proposals, one from Sebert Landscaping of Bartlett, IL, and in addition, one from the Acres Landscape Group of Wauconda, IL.

Sebert Landscaping was the low proposer at a submitted cost of \$342,681. The work includes all Villageowned property that requires this type of work (center medians, roadway right-of-ways, parklands, bike path edging, municipal facilities, water towers, lift stations, etc.). I am familiar with the work of this organization and they have previously proven their ability to perform at a reputable level. Therefore, I am recommending the award of this work to Sebert Landscaping of Bartlett, IL.

Staff is also requesting a pre-budget consideration in signing a purchase agreement, or a resolution committing to such budgetary funding in the next fiscal year.

With such a large scale of work, the new vendor will need the winter months to secure the staffing and acquire/commit the equipment for this large account. A purchase agreement or resolution will provide our commitment to our new vendor and allow them to prepare appropriately to perform these services. Mr. Steigert asked if the weather is like the last couple years, where the rain/sun combination was conducive for optimum grass growth, will this contractor be able to handle it?

Mr. Mitchard responded, he is confident that this contractor will be able to handle any type of condition. They are a large company and do other larger municipalities such as Schaumburg without issued. They come highly recommended.

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

AGENDA ITEM 7: Executive Session

None.

AGENDA ITEM 8: Other Business

None

AGENDA ITEM 9: Adjournment

There being no further business, the Committee of the Whole meeting was adjourned at 8:22 p.m.

Submitted: Michelle Weber, Deputy Village Clerk

ORDINANCE NO. 2018 - O -

An Ordinance Issuing a Special Use Permit for Residential Dwelling Unit at 123 South Harrison Street

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

WHEREAS, the Village of Algonquin has been requested by a petition signed by Donna and Ken Stratton, the property owners, to issue a Special Use Permit to allow for partial residential use of the first floor of the B-1, Business zoned property on certain territory legally described as follows:

LOT 3 IN BLOCK 14 IN PLUMLEIGH'S ADDITION TO ALGONQUIN, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST OF FOX RIVER AND PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EAST OF CHICAGO AND NORTHWESTERN RAILROAD, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 1860 IN BOOK 28 OF DEEDS, PAGE 400 IN MCHERNY COUNTY, ILLINOIS.

and commonly known as 123 S. Harrison Street, 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 the issuance of said Special Use Permit 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: The Special Use Permit for partial residential use of the first floor of the B-1, Business zoned property at 123 S. Harrison Street, which consists of the following conditions, is hereby issued:

- A. The Terms of the Special Use Permit shall follow the village's Zoning Code, whereby, any special use that has been discontinued for a period of six consecutive months shall be considered terminated. Should the Special Use approval be terminated, residential use of the ground floor shall not be re-established in the future unless the Village Board grants a new special use permit request;
- B. The petitioner shall apply for all necessary building and sign permits through the Community Development Department prior to opening the business;

C. Any exterior improvements to the structure shall be required to following the Village's Preservation Code guidelines and obtain a Certificate of Appropriateness.

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 issue the special use permit for the Subject Property 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:		-
rublished: _		-

Prepared by: Village Staff Reviewed by: Kelly Cahill, Village Attorno

Kelly Cahill, Village Attorney Zukowski, Rogers, Flood & McArdle 50 Virginia Street

Crystal Lake, Illinois 60014

ORDINANCE NUMBER 2018-O-

An Ordinance Declaring Certain
Property and Equipment as Surplus and
Authorizing the Sale of the
Personal Property in the
Village of Algonquin
McHenry and Kane Counties, Illinois

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 President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois, are of the opinion that the personal property herein described, to wit:

SEE ATTACHED LIST OF COMPUTER EQUIPMENT

is no longer necessary or useful to, or for the best interest of, the Village of Algonquin.

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 sale of said personal property is hereby authorized to be conducted through negotiation without advertising for bids including the option for a donation to a local not-for-profit or charitable organization.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of the 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 repealed to the extent of such conflict.

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

Voting Aye: Voting Nay:			
Abstain:			
Absent:		APPROVED:	
(SEAL)			
		Village President John C. Schmitt	
ATTEST:			
	Village Clerk Gerald S. Kautz		
PASSED:			
APPROVED:			
PUBLISHED:			

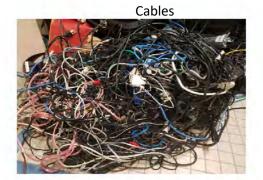
FY19 IT Surplus (Nov 14 2018)

Category	Count
Monitors	43
Desktop	28
Laptop	26
Printers	10

Туре	<u>Make</u>	Model	<u>s/n</u>
???	Martin Yale	1501X0	56852
ASA	Cisco	5.	505 JMX1218Z10C
Desktop	HP	dc7900	2UA9240YSR
Desktop	HP	dc7900	2UA9240YSZ
Desktop	HP	dc7900	2UA9240YT3
Desktop	Lenovo	m91p	MJHCGFP
Desktop	Lenovo	m91p	MJTFH3T
Desktop	Lenovo	m91p	MJTHBP6
Desktop	Lenovo	m91p	MJTGNH0
Desktop	Lenovo	m91p	MJTHBP4
Desktop	Lenovo	m91p	MJTGTB7
Desktop	Lenovo	m91p	MJTGNG4
Desktop	Lenovo	m91p	MJTGTA9
Desktop	Lenovo	m91p	MJTFHR9
Desktop	Lenovo	m91p	MJWZTD5
Desktop	Lenovo	m91p	MJTGTB9
Desktop	VarTech Systems	VTPC1709	VNC130402001
Desktop	Lenovo	m91p	MJTGNH3
Desktop	Lenovo	m93p	MJNVVZY
Desktop	Lenovo	m93p	MJNVVZW
Desktop	Lenovo	m93p	MJNVWAE
Desktop	HP	DC7800	2UA82719V8
Desktop	HP	DC7800	2UA82719V5
Desktop	HP	DC7900	2UA9240YSX
Desktop	HP	DC7800	2UA82791V9
Desktop	HP	DC7800	2UA82719V7
Desktop	HP	DC5750M	MXM650004B
Desktop	HP	DC7900	2UA9240YT0
Desktop	HP	DC7900	2UA9240YT1
Desktop	HP	DC7900	2UA9240YST
Laptop	Lenovo	T61p	L3F2828
Laptop	Lenovo	T61p	L3F2826
Laptop	Lenovo	T61p	L3F2831
Laptop	Lenovo	T60	L3BP412
Laptop	Lenovo	T60P	L3-F2833
Laptop	Lenovo	T60P	L3-F2825
Laptop	Dell	PP04X	50540C1
Laptop	Lenovo	T60P	L3-ABN5T
Laptop	Dell	92L90093	2W3YF41
Laptop	Lenovo	T60P	L3-ABN5W
Laptop	Lenovo	T60P	L3-F2827
Monitor	HP	RA373A	CN492001JC
Monitor	Dell	1907FPC	CN-0CC299-64180-649-05AS
Monitor	Dell	2007WFPB	MX-0HF730-46634-76L-64CL
Monitor	Dell	RA373A	CN49080676

Monitor	Dell	1907FPC	CN-0CC299-64180-641-8TPL
Monitor	Dell	1905FP	CN-0T6116-71618-4AT-ACWS
Monitor	Dell	622-HB1	V1H6784
Monitor	Dell	1907FPC	CN-0CC299-64180-64P-0JGS
Monitor	Dell	1704FPVT	CN-0J664271618-550-AHPD
Monitor	Dell	1907FPC	CN-0CJ319-72872-6A4-457L
Monitor	Dell	1707FPT	CN-0CC280-71618-6BH-ADUH
Monitor	Dell	2007WFPB	CN-0CC299-64180-64J-4J9S
Monitor	Dell	1800FP	MX-07R477-48323-34N-0G5W
Monitor	Dell	6622-HB1	V1H6786
Monitor	LG	L17MS-0	406MXPH1A328
Monitor	HP	RA373A	CN492001PT
Monitor	HP	RA373A	CNG8210BHW
Monitor	HP	L2045W	CNT717S0N4
Monitor	Dell	1704FPVS	MX-0H6304-47605-55I-ALVP
Monitor	Dell	1907FPC	CN-0T6116-71618-54M-AG7W
Monitor	Sony	SDM-S73	3258235
Monitor	Dell	1800FP	MX-07R477-48323-34N-0G5N
Monitor	Dell	2007WFPB	MX-0HF730-46634-76L-641L
Monitor	HP	RA373A	CN492001JH
Monitor	Dell	1704FPVS	MX-0H6304-47605-55I-ALU1
Monitor	Dell	2009WR	CN-0KM509-71618-834-AXFU
Monitor	Dell	6622-HB1	MX-05F108-47605-33V-CVN3
Monitor	Dell	1704FPTT	CN-0Y4299-71618-54G-AA69
Monitor	Dell	1704FPTT	CN-0Y4299-71618-56M-AA9E
Monitor	Dell	2007WFPB	MX-0HF730-46634-76L-63UL
Monitor	HP	RA373A	CN492001PW
Monitor	Dell	1704FPVS	MX-0H6304-47605-55I-ALSJ
Monitor	Dell	1907FPC	CN-0T6116-71618-5AN-AE49
Monitor	Dell	1907FPC	CN-0CC299-64180-64J-4J6S
Monitor	Dell	1907FPC	CN-0CC299-64180-64P-0JGS
Monitor	Dell	1907FPC	CN-0CC299-64180-64P-050S
Monitor	Dell	1907FPC	CN-0CC299-64180-64I-1P9S
Monitor	HP	RA373A	CN492001P8
Monitor	Dell	2001FP	CN-0C0646-46633-49R-0THL
Monitor	Dell	1504FP	MX-05F108-47605-34P-C9WA
Monitor	Dell	1800FP	MX-07R477-48323-34N-0G61
Monitor	Dell	1905FP	CN-0T6116-71618-4A8-AE23
Monitor	Dell	1905FP	CN-0T6116-71618-54M-AG0D
Phone	Nortel	M7100	NNTM09098BWW
Printer	Ricoh	MP 161SPF	M0169500070
Printer	HP	E3E03A	TH6AS611DZ
Printer	HP	CE461A	VNB3L03954
Printer	HP	Q5409A	CNRXL95502
Printer	Fargo	DTC300FD	A502033
Printer	HP	C5871A	SG86I1V2BC

Printer	HP	C8969A	MY74R9R00W
Printer	HP	J4093A	SG01903250
Printer	HP	C9016A	TH56R120VV
Printer	HP	CB092A	MY9C2417C
Server	Dell	EMS	CKR9P91
Server	Dell	SC1425	7951J71
Switch	Dlink	DSS-5+	B205338027475
Switch	Linksys	SD208	REG10G620329
Toughbook	Panasonic	CF-29	5IKYA59405
Toughbook	Panasonic	CF-30	7GKYA50081
Toughbook	Panasonic	CF-29	5IKYA59406
Toughbook	Panasonic	CF-30	7GKYA49785
Toughbook	Panasonic	CF-29	6DKYA28842
Toughbook	Panasonic	CF-29	5IKYA59408
Toughbook	Panasonic	CF-29	5IKYA59409
Toughbook	Panasonic	CF-19	1AKSA27770
Toughbook	Panasonic	CF-19	8DKSA47087
Toughbook	Panasonic	CF-18	6GKYA18716
Toughbook	Panasonic	CF-19	2DKSA45202
Toughbook	Panasonic	CF-19	7GKSA64643
Toughbook	Panasonic	CF-19	7GKSA64605
Toughbook	Panasonic	CF-19	7GKSA64605
Toughbook	Panasonic	CF-19	7GKSA64601
UPS	APC	SC420	5S1311TI5760







Monitors



Keyboards/Mice





Printers







ORDINANCE NO. 2018 - O - XX

An Ordinance Amending Chapter 33, Liquor Control and Liquor Licensing, of the Algonquin Municipal Code

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: Section 33.07-B, Paragraphs 1 and 2 Number of Licenses Issued, of the Algonquin Municipal Code shall be amended as follows:

- 1. Four Class A Liquor License at one time.
- 2. Twenty-five Class A-1 Liquor Licenses at any one time.

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 December 5, 2018, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye: Voting Nay: Abstain: Absent:	
	APPROVED:
(SEAL)	
	Village President John C. Schmitt
ATTEST: Village Clerk Gerald S. Kautz	
Passed: Approved: Published:	

ORDINANCE NO. 2018 - O - ____

An Ordinance Amending Appendix B of the Algonquin Municipal Code

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: The entry for Section 6A.28-C, Manual Meter Reading Fee, in Appendix B of the Algonquin Municipal Code shall be amended to read as follows:

6A.28-C	Manual meter reading fee	\$34

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:
(SEAL)		
		Village President John C. Schmitt
ATTEST:	Village Clerk Gerald S. Kautz	- Z
Passed:		-
Approved: _		-
rubiisned: _		-
Prepared by:		
Kelly Cahill,	Village Attorney	

Zukowski, Rogers, Flood & McArdle

50 Virginia Street

Crystal Lake, Illinois 60014

Appendix B Amendment, Page 1

CERTIFICATION

I, GERALD S. KAUTZ, do hereby certify that I am the duly elected and qualified Clerk of the Village of Algonquin, McHenry and Kane Counties, Illinois, and that as such Clerk, I am the keeper of the ordinances, records, corporate seal and proceedings of the President and Board of Trustees of said Village.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of Algonquin, held on the _____ day of December, 2018, the foregoing Ordinance entitled An Ordinance Amending Appendix B of the Algonquin Municipal Code, was duly passed and approved by the President and Board of Trustees of the Village of Algonquin.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have affixed my name as Clerk and caused the seal of said Village to be affixed hereto this ______ day of _________, 2018.

Gerald S. Kautz, Village Clerk Village of Algonquin, McHenry and Kane Counties, Illinois

(VILLAGE SEAL)



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 Chicago SMSA/Verizon for Jacobs Water Tower Site Access, attached hereto and hereby made part hereof.

DATED this day of	, 2018	
	APPROVED:	
(seal)		
	John C. Schmitt, Village Preside	—– nt
ATTEST:		
	by:	
Gerald S. Kautz, Village Clerk	Michelle Weber, Deputy Clerk	

SITE ACCESS AGREEMENT

This Site Access Agreement (this "Agreement") is executed by Chicago SMSA Limited Partnership d/b/a Verizon Wireless (the "Licensee"), with a business address of 180 Washington Valley Road, Bedminster, NJ 07921, and the Village of Algonquin, an Illinois municipality, (the "Licensor") whose mailing address is 2200 Harnish Drive, Algonquin, Illinois 60102.

BACKGROUND

With respect to a portion of the real property (the "**Property**") located at 2600 Bunker Hill Rd., Algonquin, County of McHenry, Illinois 60102, as more fully described in **Exhibit A**, attached, Licensee wishes to have access to the Property for an environmental investigation relative to the potential placement, maintenance and use of a communications facility and appurtenant uses, and the Licensor has agreed to grant to Licensee and other persons described herein, a license, to enter upon the Property to conduct activities to help Licensee assess the suitability of the Property for its intended use. These activities may include, among other things, environmental inspection, testing and sampling activities ("Site Investigations") at the Property.

The purpose of this Agreement is to enter into a site access license governing the Site Investigations that may be conducted by Licensee's authorized agents, contractors, consultants and employees.

Licensee and Licensor agree as follows:

- 1. <u>Authority to Grant a License</u>. Licensor represents that it has the authority to grant the access allowed by this Agreement and that there is no need to obtain the approval or consent of any other party. The Licensor hereby grants a temporary, nonexclusive license to Licensee to conduct the Site Investigation that will automatically expire on May 1, 2019.
- Access to Property and Licensor's Consent. Licensor grants to Licensee and its agents, advisors, employees, consultants, representatives, and independent contractors, including environmental contractors and consultants hired directly or indirectly by Licensee (collectively, the "Licensee Representatives"), this temporary, nonexclusive license for ingress to, egress from, and access under, above, and through, the Property for the purpose of performing the Site Investigation. The Site Investigation may include, but is not necessarily limited to, activities intended to (1) review environmental, safety and health conditions;(2) conduct radio tests, including the placing of radio broadcast/receive equipment on the Property for necessary periods; (3) conduct physical, structural and geotechnical testing; and (4) perform boundary and other surveys. These activities may, among other things, include the collection and testing of samples of soil, water, building materials and other substances. Without limiting the generality of the foregoing, the Licensee Representatives may drill into the soil, remove reasonable amounts of soil, install and sample monitoring wells, so long as such wells are removed upon the expiration of this license and perform other tests, actions, evaluations, procedures, and treatments to complete its investigations. The Licensee Representatives shall undertake all activities on the Property in compliance with all applicable laws and shall use commercially reasonable efforts to minimize the extent and duration of any interference with Licensor's business operations on the Property. The

cost of all such activities shall be the responsibility of Licensee (or the Licensee Representatives as arranged between the Licensee Representative and the Licensee) and not Licensor.

- 3. Advance Notice. Licensee or Licensee Representatives shall give Licensor at least twenty-four (24) hours advance notice, either orally (by telephone or in person) or by electronic message of a planned activity that can reasonably be expected to require invasive activities into the Property's subsurface, including notice of the areas of the Property that are expected to be materially affected by any sampling, monitoring, installation, or similar action. Licensee Representatives shall cooperate with Licensor to schedule the activities so as to minimize the extent and duration of any interference with Licensor's operations.
- Installation, Sampling, and Removal. Licensor shall cooperate with the Licensee 4. Representatives regarding all installation, monitoring, sampling, removal and related activities that Licensee Representatives desire to conduct on the Property. Licensor shall cooperate in locating buried utilities and improvements on the Property at the request of Licensee Representative and shall assist the Licensee Representatives in avoiding impacts to such buried or concealed features. At the Licensor's specific request, Licensee Representatives shall use commercially reasonable efforts to schedule its activities to avoid times of peak business activity on the Property. Licensor authorizes Licensee Representatives to obstruct temporarily, but for a reasonable period of time, access to, or use of, limited areas of the Property to conduct Site Investigations. Licensee Representatives may use any electrical or other utility outlets or connections on the Property to conduct its activities. Licensee Representatives shall split all samples with Licensor upon Licensor's request, so long as Licensor pays for any and all additional costs incurred by the Licensee Representatives in this regard. After completing the activities contemplated by this Agreement, Licensee or Licensee Representatives shall remove their equipment and restore any part of the Property that was affected by its activities to a condition that is reasonably similar to the condition of the Property at the time immediately preceding the commencement of said activities.

5. **Indemnification.**

- (a) Licensee shall indemnify and hold harmless Licensor for any penalties, damages or costs that result from the negligence or willful misconduct, misrepresentation or breach of warranty in this agreement by Licensee or Licensee representatives.
- (b) Licensee shall indemnify and hold harmless Licensor for any penalties, damages, claims, actions or costs that result from Licensee's or Licensee's Representatives' presence or activities on the Property, except to the extent caused by the negligence or willful misconduct of Licensor. Notwithstanding the foregoing, Licensee shall not be responsible for any environmental or industrial hygiene condition that existed on the Property before the execution of this Agreement, or that otherwise does not result from the activities of Licensee. For the avoidance of doubt, Licensee shall not become liable or responsible for any condition simply because Licensee discovers it while conducting the testing permitted by this Agreement or reports it to any appropriate agency in accordance with law.

(c) The site access granted to the Licensee and/or Licensee Representatives pursuant to this Agreement extends to any repair or restoration work required to remediate any damage to the Property that is indemnified pursuant to this Section.

- 6. In the event that, as a result of Licensee and/or Licensee Representatives' Site Investigations or any other activities relative to the environmental condition of Property, it is determined that there is a reporting obligation regarding the Property, the Village shall be responsible for any such reporting, alone, and neither Licensee or any Licensee Representative shall undertake any such reporting of any kind, unless the Village refuses to do so and Licensee or Licensee Representative is required to do so by law. Licensee shall cause every Licensee Representative that it utilizes relative to the Site Investigations to be added as a signatory to this Agreement such that each Licensee Representative is bound to this provision.
- 7. Waiver; Modification; Severability. An extension, amendment, modification, cancellation, or termination of this Agreement will be valid and effective only if it is in writing and signed by each party to this Agreement, except as provided otherwise in this Agreement. In addition, a waiver of any duty, obligation, or responsibility of a party under this Agreement will be valid and effective only if it is evidenced by a writing signed by, or on behalf of, the party against whom the waiver or discharge is sought to be enforced. Whenever possible, each provision of this Agreement should be construed and interpreted so that it is valid and enforceable under applicable law. However, if a provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed severable from the remaining provisions of this Agreement and will not affect the validity, interpretation, or effect of the other provisions of this Agreement or the application of that provision to other circumstances in which it is valid and enforceable.
- 8. <u>Assignment; Third Party Beneficiaries</u>. Neither the entry of this Agreement or any action taken by Licensee hereunder shall create any third party beneficiary or third party beneficiary rights.
- 9. <u>Legal Matters</u>. The validity, construction, enforcement, and interpretation of this Agreement are governed by the laws of the State where the Property is located and the federal laws of the United States of America.
- 10. Notices. Except for oral notices specifically authorized in this agreement, notices permitted by this Agreement will be valid only if such notice is in writing, delivered personally or by e-mail, telecopy, commercial courier, or first class, postage prepaid, United States mail (whether or not certified or registered and regardless of whether a return receipt is requested or received by the sender), and addressed by the sender to the intended recipient at its address set forth in the first paragraph of this Agreement, or to such other address as the intended recipient may designate by notice given to the sender in accordance with this section. A validly given notice, consent, demand, request, or approval will be effective on the earlier of its receipt, if delivered personally or by e-mail, telecopy, or commercial courier, or the third day after it is postmarked by the United States Postal Service, if delivered by first class, postage prepaid, United States mail. Each party promptly shall notify the other of any change in its mailing address or telephone contact number stated in this Agreement.

11. <u>Complete Agreement; Survival.</u> This Agreement records the entire understanding between the parties regarding the subjects addressed in it and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by either of them.

12. **Execution and Effectiveness.** The parties may execute this Agreement in counterparts. Each executed counterpart will constitute an original document, and all executed counterparts, together, will constitute the same agreement. This Agreement will become effective upon the last signatory's delivery of the fully executed document to the other party, and the last signatory shall fill in the EXECUTED date below prior to such delivery.

EXECUTED:	, 20
	LICENSOR:
	The Village of Algonquin
	By:
	Name:
	Title:
	Date:
	LICENSEE:
	Chicago SMSA Limited Partnership, d/b/a Verizon Wireless, By Cellco Partnership, Its General Partner
	By:
	Name:
	Title:
	Date:

The undersigned "Licensee Representative" has reviewed this Agreement and hereby agrees to comply with all obligations pertaining to, and imposed on, Licensee Representatives contained herein.

Agreed to and accepted by:

EnviroBusiness, Inc.

By:	
Name:	·
Its Authorized Agent	
Date:	

EXHIBIT A LEGAL DESCRIPTION

ALL THAT PARCEL OF LAND IN MCHENRY COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 94R-042872, ID# 19-30-476-003, BEING KNOWN AND DESIGNATED AS FOLLOWS:

THAT PART OF LOT 6 IN EAGLE COMMERCIAL CENTER, BEING A RESUBDIVISION OF LOT 3 IN KAPER'S WEST SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1993 AS DOCUMENT NO. 93R67593, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 00 DEGREE, 07 MINUTES, 37 SECONDS WEST ALONG THE WEST LINE OF SAID SUBDIVISION, 201.00 FEET; THENCE NORTH 89 DEGREES, 20 MINUTES, 24 SECONDS EAST, 150.00 FEET; THENCE SOUTH 00 DEGREES, 07 MINUTES, 37 SECONDS EAST, 138.77 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 72 DEGREES, 46 MINUTES, 55 SECONDS EAST AND A RADIUS OF 333.00 FEET, AN ARC DISTANCE OF 107.50 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 77 DEGREES, 05 MINUTES, 48 SECONDS EAST AND A RADIUS OF 267.00 FEET, AN ARC DISTANCE OF 126.41 FEET TO A POINT ON THE SOUTH LINE OF SAID SUBDIVISION; THENCE SOUTH 89 DEGREES, 20 MINUTES, 24 SECONDS WEST, ALONG SAID SOUTH LINE, 374.19 FEET, TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.



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 Nilco. Inc. of Woodstock for Downtown Snow Removal in the amount of \$111,735.00, attached hereto and hereby made part hereof.

DATED this day of	, 2018	
	APPROVED:	
(seal)		
	John C. Schmitt, Villa	ge President
ATTEST:		
	by:	
Gerald S. Kautz, Village Clerk	Michelle Weber, Dep	outy Clerk

Project: Snow	November 1, 20 v Removal - Down	18	Pu:	rchase Order No.		
	v Removal - Dowi					
Out-! 4!	Project: Snow Removal - Downtown			Location: Downtown Algon	quin as noted on specification map	
Originating	g Department	: Public Works				
Owner		Consultant/Vendor		Developer		
Village of Algonquin Address: 110 Meyer Dr. Algonquin IL.		Name: Nilco Address: 13503 Route 176, Woodstock, IL.		(where applicable)		
Phone: 847-658-2754 Fax:		Phone: 815-206-2635 Fax:		Phone:		
Contact: steveludwig@algonquin.org		Contact: brent@nilcoinc.com		Fax: Contact:		
SCOPE OF Furnish the # Ge # Pl	ct Price of the WORK: Work/items deneral Contractans dated:	escribed below in ct, dated	, 20	et is: \$ 111,735 e following plans and specification No(s): Attackledendum No(s):	hed	
н О	tner:					
QUANTITY	UNIT OF MEASURE	d prices under this Purchase Agreement are for the duration of DESCRIPTION/ITEMS		CONTRACT SUM	EXTENSION	
1	Per Clearing	Priced per snow removal effort as noted below.		\$ 111,735 NOT TO EXCEED	\$ 111,735	
					TOTAL	\$ 111,735
Payment No work Consulta Sum, at v	is based upon beyond the SC int/Vendor shal which point the int/Vendor Serv	the attached Schee COPE OF WORK: Il notify the Owner owner, Develope	dule of values and reing shall be undertaken u when the value of the and Consultant/Ver	agreement between the Combursables. In til written authorization as Services performed equator shall determine the taggical and the company of the Developed the Company of the Company of the Company of the Company of the Developed the Company of the Com	is received from the O mals eighty percent (80% ime remaining on the P	wner. %) of the Contract project for which
Consultant/Vo FULLY INDI	endor agrees to EMNIFY AND OF ANY OBLI	SAVE THE OW	and efforts of a profes NER HARMLESS F	ssional engineer in this as ROM ALL CLAIMS, LI, pursuant to the provision	ENS, FEES, AND CHA	ARGES, AND THE
ENTIRE AG	REEMENT F	BETWEEN THE	OWNER AND CON	E ATTACHED SUPPL NSULTANT/VENDOR. Thed to the Owner. Ma	No payment will be	issued unless a
		AC	CCEPTANCE OF PUR	RCHASE AGREEMENT		
	visions herein			accessors and assigns, do ne parties hereto have exe		
CONSULTANT/VENDOR:		OWNER:				
NILCO	JUCO INC. Village of Algonquin					
/- 	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~			By:		

Dated:_____

Revision Date: December 31, 2009

SUPPLEMENTAL CONDITIONS

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

10. Insurance:

- 10.1 Consultant/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its commercial liability insurance policies for Consultant/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in an such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Consultant/Vendor shall furnish the Owner with a certificate of insurance and such other documentation (including a copy of all or part of the policy) at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Owner deems necessary to establish compliance with this provision.
- 10.2 Consultant/Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Consultant/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Consultant/Vendor in connection with the Work. Such performance and payment bond shall be in an amount determined by Owner.
 - 10.3 Breach of this paragraph is a material breach subject to immediate termination.
- 11. <u>Indemnity</u>: Consultant/Vendor hereby agrees to indemnify, and hold the Owner directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Consultant/Vendor, its agents, employees, subcontractors, successors and assigns. In any and all claims against the Owner or any of its agents or employees, by any employee of Consultant/Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant/Vendor assumes the entire liability for its own negligence, and as part of this Purchase Agreement waives all defenses available to Consultant/Vendor as an employer which limit the amount of Consultant/Vendor's liability to the Owner to the amount of Consultant/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.
- 12. <u>Term and Termination</u>: The term of this Purchase Agreement shall commence as of the Effective Date and shall continue until the Project is completed or the Purchase Agreement is terminated by either party, or the value of the service provided by Consultant/Vendor has reached 100% of the Contract Sum. Notwithstanding the foregoing, either party may terminate this Purchase Agreement with or without cause at any time by providing written notice within a reasonable period of time prior to termination. In the event of a termination, Consultant/Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Consultant/Vendor be entitled to any additional compensation or damages in connection with a termination hereunder.
- 13. <u>Remedies</u>: Consultant/Vendor shall, for the duration of this Purchase Agreement, at the discretion of the Owner and at the expense of Consultant/Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Consultant/Vendor thereunder. In the event Consultant/Vendor fails to perform under this Purchase Agreement, it will be in default and the Owner may furnish or perform the same and recover from Consultant/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner.
- 14. <u>Compliance With Laws</u>: During the performance hereunder, Consultant/Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Consultant/Vendor's compliance with any Laws or Regulations.
- **15.** <u>Notices</u>: All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Purchase Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Agreement.
- 16. Records, Reports and Information: Consultant/Vendor agrees to furnish Owner with reports and information regarding the Services performed under this Purchase Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Consultant/Vendor and the results thereof. Consultant/Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Services performed under this Purchase Agreement for a minimum period of five (5) years after completion of the Services, and such records shall be subject to audit by Owner upon reasonable advance notice to Consultant/Vendor on a mutually agreed date and time.
- 17. <u>Assignment</u>: Neither party shall assign this Purchase Agreement without written consent of the other, which consent shall not be unreasonably withheld, except that Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Consultant/Vendor to the Developer/Owner (if any) identified in this Purchase Agreement.

- 18. <u>Limitation Of Liability</u>: In no event shall the Owner by liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law.
- 19. Waiver: Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Consultant/Vendor and Owner with respect to such future performance shall continue in full force and effect.
- 20. Controlling Law, Severability: The validly of this Purchase Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled recover its reasonable attorneys fees incurred in enforcing the terms of this Purchase Agreement. If any provision or requirement of this Purchase Agreement is declared or found to be unenforceable that balance of this Purchase Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

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CONSULTANT/VENDOR:

VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS

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

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

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

2. Commercial Automobile Liability Insurance

Limits: Each Occurrence \$1,000,000

3. Workers Compensation/Employers Liability Insurance

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

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

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

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

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

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

Limits: Each Occurrence \$1,000,000

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

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

Village of Algonquin Standard Conditions

<u>Contract Documents</u>: Any drawings, plans, standard conditions, supplemental additional conditions, specifications, bid notice, bid sheet, and addendum, if any, as specified herein shall form the "Contract Documents." For the purpose of this bid, the word "Village" shall refer to the Village of Algonquin, and the word "Bidder" shall refer to any person, company, or entity submitting a bid. Any work shown or described in one of the documents shall be construed as if described in all the documents.

Interpretation of Contract Documents: Each request for interpretation of the Contract Documents shall be made in writing addressed to Steve Ludwig, General Services Superintendent, Village of Algonquin, 110 Meyer Drive, Algonquin, IL 60102 (steveludwig@algonquin.org) and shall be received at least (5) business days prior to the scheduled bid opening date. Interpretations and supplemental instructions will be in the form of written addenda to the Contract Documents.

<u>Electronic Bid Documents</u>: Electronic copies of the 2018-19 Snow Removal - Downtown Bid Specifications, and Contract Documents may be obtained for free online at www.algonquin.org</u> (at top of page click on "Business" & select "Bids & RFP's", the project will be listed near the bottom of the page). A compact disc of the information may also be obtained at the Village of Algonquin, Office of the Village Clerk, Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois 60102 upon receipt of a \$10.00 non-refundable deposit. If mailing is requested an additional \$5.00 deposit will be required.

<u>Submittal of Bid</u>: Bids must be submitted to the Office of the Village Clerk, 2200 Harnish Dr. Algonquin, IL. 60102, no later than 11 a.m. on Tuesday, November 13, 2018. Bids arriving after the specified time will not be accepted. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Bidders should carefully consider all bid delivery options (US Postal Service, UPS, Federal Express, private delivery service, etc.) and select a method that will successfully deliver their bid by the required time and date. Bids shall be submitted in <u>sealed envelopes</u> carrying the following information: Bidder's name, address, and subject matter as indicated in the specification, and designated date and time of the bid opening.

<u>Withdrawal of Bid</u>: Bidders may withdraw or cancel their bid, in written form, at any time prior to the advertised bid opening time.

<u>Bidder's Qualifications</u>: No award will be made to any Bidder who cannot satisfy to the Village that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named

(i.e. responsible). The Village's decision or judgment on these matters shall be final, conclusive, and binding. The Village may make such investigations as it deems necessary. The Bidder shall furnish to the Village, under oath if so required, all information and data the Village may request for the purpose of investigation.

<u>Preparation of Bid</u>: The Bidder's submittal shall include the completed *Bid Sheet* found in the Contract Documents. The Village will strictly hold the Bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the Bidder.

<u>Compliance with Laws</u>: The Bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of bids or the performance of the contract.

<u>Alternate to Bids</u>: Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The Village's written decision of approval or disapproval of a proposal substitution shall be final.

Alternate bids will be considered only if received at the time stated for receipt of the bids. Submit alternate bids in a sealed envelope and identify the envelope as required for all bids, except that the phrase <u>Alternate Bid</u> shall be used. Bidders are cautioned that, if an alternate bid(s) involves an increase in the *Bid Sum*, the *Bid Deposit*, <u>if required</u>, shall be ample or be increased to cover the alternate *Bid Sum* or the entire bid may be rejected.

<u>Form of Contract</u>: The form of contract between the Village and the successful Bidder will be a purchase order referencing the bid specifications and the bid submitted by the successful Bidder.

<u>Freedom of Information Act (FOIA)</u>: The Village is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All contractors used by the village may be in possession of records covered by this act and therefore will be required to provide the village with those records upon request and within the time frame of the Act.

<u>Bid Review</u>: The Village reserves the right to reject any or all bids and/or to waive any irregularities or disregard any informality in the bids and bidding when, in its opinion, the best interest of the Village will be served by such action. Furthermore, the Village reserves the right to award each item to a different Bidder, or all items to a single Bidder unless otherwise noted on the *Bid Sheet*. The Village may determine as follows: 1) an equal or alternative is a satisfactory substitute; 2) an early delivery date is entitled to more consideration than price; 3) an early delivery date is to be disregarded because of the reputation of the Bidder for not meeting delivery dates; 4) a Bidder is not a responsible Bidder; and 5) what exceptions or deviations from written specifications will be accepted.

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village, or had failed to perform faithfully any previous contract with the Village.

<u>Delivery</u>: Where applicable, all materials shipped to the Village must be shipped F.O.B. delivered to a designated location, Algonquin, Illinois. If the delivery is made by truck, arrangements must be made in advance by the Bidder, with concurrence by the Village, for receipt of the materials. The materials must be delivered where directed. Truck deliveries will be accepted at the Public Works Facility between 7:30 a.m. and 4:00 p.m. and at all other Village locations 8:00 a.m. and 5:00 p.m., weekdays only.

<u>Inspections</u>: The Village shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful Bidder.

A. General Supplemental Additional Conditions

<u>Scope of Work</u>: The Bidder shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The Bidder shall supply, maintain, and remove all equipment for the performance of the work and be responsible for the safe, proper, and lawful construction, maintenance, and use of the same. This work shall be completed to the satisfaction of the Village. The Bidder shall provide adequate protection of the job site to protect the general public from any injury as a result of the job. The Bidder shall provide all safeguards and suitable barricades to protect public and adjacent property. The Village is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety.

<u>Licensing and Permits</u>: The successful Bidder and their subcontractor(s) must be licensed with the Village and shall obtain all required building permits prior to the start of any work. The Village will waive applicable Village permit fees for the specific contract. Permit application forms and license forms may be obtained from the Community Development Department at the Ganek Municipal Center, 2200 Harnish Drive, Algonquin, IL.

Period of Unemployment: Public Act 30 ILCS 570 Employment of Illinois Workers on Public Works Act must be adhered to in entirety by the awarded contractor. This act requires the use of Illinois workers on Public Works projects during periods of excess unemployment, which means any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

<u>Toxic Substance</u>: Prior to delivery of any material which is caustic, corrosive, flammable, or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid. (Safety Data Sheet).

<u>Guarantees and Warranties</u>: All guarantees and warranties required shall be furnished by the Bidder and shall be delivered to the Village before final payment on the contract is issued.

<u>Termination of Contract</u>: The Village reserves the right to terminate in whole or any part of this contract, upon written notice to the Bidder, in the event of default by the Bidder. Default is defined as failure of the Bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such a manner as the Village may deem appropriate, supplies, or services similar to those terminated.

The Bidder shall be liable for any excess costs for such supplies or service unless evidence is submitted to the Village that, in the sole opinion of the Village, clearly proves that failure to

perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.

Hold Harmless Agreement (Contractual Liability): The Bidder agrees to indemnify and save harmless the Village, including its elected or appointed officials, employees, and agents against any and all claims, loss, damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Bidder or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Bidder, or otherwise. With the single exception of any claim, damage, loss, or expense arising solely out of professional services performed by the Village, its agents, or employees, including: 1) the preparation of maps, plans, opinions, reports, surveys, designs, or specifications, and 2) supervisory, inspection, or engineering services.

<u>Insurance</u>: The Bidder will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the Village. The General Liability coverage shall name the Village of Algonquin as additional insured. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the Village. All insurance noted below will not be canceled, reduced, or materially changed without providing the Village thirty (30) days advance notice, via certified mail.

- A. Comprehensive General Liability including Products Liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, subject to the terms and conditions of the policy. A copy of the policy may be required.
- B. **Automobile Liability** insurance, in an amount not less than \$1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.
- C. **Umbrella or Excess Liability** coverage, the Contractor shall provide evidence of Umbrella or Excess Liability coverage of \$2,000,000.
- D. **Workers' Compensation** is to be provided as required by statute, by an insurance company licensed to write worker's compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease policy limit, and \$500,000 disease each employee.
- E. **Insurance Rating** All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A.M. Best rating of A: VII.
- F. A certificate of insurance is required as evidence of coverage, with the Village of Algonquin named as an additional insured. The certificate will include an "Additional Insured Endorsement". The same full insurance coverage provided to the named insured,

whether it is the contractor or a sub-contractor, shall be provided to the Village without any limitations or endorsements that might limit or exclude coverage. If insurance is canceled for any reason whatsoever the Village will be given not less than thirty (30) days prior written notice.

Any and all deductibles or other forms of retention are the responsibility of the Contractor. All deductibles or other forms of retention are subject to the approval of the Village. Contractor will disclose to the Village in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract.

Contractor waives any right of subrogation it may have or later acquire against the Village.

*Special Requirement: If the Bidder is an architectural firm or engineering firm, said Bidder shall file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the Village of said coverage.

The Bidder shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the Village, nor shall Bidder allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Bidder and their subcontractor(s) shall maintain all insurance required under paragraphs A through D of this Section for not less than one (1) year after completion of this contract.

B. Construction Supplemental Additional Conditions

<u>Failure to Execute</u>: Failure to execute the contract shall, at the option of the Village, constitute a breach of the agreement made by acceptance of the bid, and the Village shall be entitled to forfeiture of the certified check, bank draft, or Bid Bond accompanying the bid that is required, not as a penalty, but as liquidated damages. In the event of failure of a Bidder to whom an award of contract has been made, to execute the contract and furnish a Performance Bond within ten (10) days after notification of award, such award may be nullified and an award may be made to the next lowest responsive and responsible Bidder approved by the Village.

Bid Security: Each bid shall be accompanied by a bid security in the amount of 5% of the total amount bid (Total cost of operations 1& 2 as noted on the bid sheet). Bid security shall be in the form of a certified check or cashier's check, drawn on a responsible bank doing business in the United States and made payable to the Village of Algonquin, or an original Bid Bond (may NOT be a copy or facsimile) by a surety company which is satisfactory to the Village and is qualified to do business in Illinois. Bids not accompanied by a bid security will be rejected. The bid security of the unsuccessful Bidders (if in the form of a certified check or cashier's check) will be returned after the contract is awarded, or earlier, if the Village does not deem it necessary to retain the Bid Security. The bid security of the accepted Bidder, (if in the form of a certified check or cashier's check) will be returned either upon execution of a contract and submittal of a performance bond, if required by the specifications or, where no performance bond is required, when, in the Village's estimation, the contract has been satisfactorily completed. When the bid security is submitted in the form of a bid bond, the bond will become null and void following the award of contract and the Village's receipt of the Performance Bond and Labor and Material Payment Bond, if required by the specifications. Should the Bidder fail to fulfill the contract as set forth, the bid security shall become payable to the Village as liquidated damages.

Performance Security: 5% retainage on each invoice per specifications.

<u>Waiver of Lien</u>: Where applicable, a Waiver of Lien and Contractor's Affidavit must be submitted by the Bidder, verifying that all subcontractors and material invoices have been paid prior to the Village approving final payment.

Village of Algonquin Snow Removal: Historic District Detailed Specifications

<u>Intent:</u> The intent of this Bid is to enter into a contract with a qualified contractor to provide the specified snow and ice removal services for our historic district areas located in the Village of Algonquin (hereafter "Village"), including any additional work that may need to be added during the contract year. Bidders will be required to demonstrate their capability through references or by means acceptable to the Village.

This contract will be administered and direction given to the contractor by the Public Works Director or his authorized representative.

<u>Term of Contract</u>: The initial term of this contract shall begin on November 1, 2018 and shall be in affect through April 30, 2019. The Village, however, reserves the right to terminate the same at any time by giving a thirty (30) day notice in writing to the contractor. In the event of such cancellation, the contractor shall be entitled to receive payment for services and work performed, and materials, supplies, and equipment furnished under the terms of the contract prior to the effective date of such cancellation, but will not be entitled to receive any damages on account of such cancellation or any further payment whatsoever.

The Village may wish to extend this contract, upon mutual agreement, with two (2) one-year extensions, with the first extension going from May 1, 2019 to April 30, 2020; and the second extension going from May 1, 2020 to April 30, 2021, upon written notice of the Village of its intention to exercise this option.

A one (1) time economic adjustment for labor, materials, supplies, and equipment costs may be negotiated for each one (1) year extension to the contract after the initial one (1) year contract period. This economic adjustment may not exceed the published Chicago Area Consumer Price Index (CPI) for the previous 12 month period. The initial contract places no obligation on the Village to appropriate funds beyond the initial term of the contract and contract extensions are dependent upon sufficient funds being appropriated each fiscal year by the Village for this work.

Due to budget constraints, the Village reserves the right to add or delete from the bid as required. No adjustments in bid prices or additional compensation will be made for decreases in the quantities or services from the bid.

<u>Scope of Work:</u> The scope of work consists of furnishing all labor and snow removal equipment to maintain traffic and pedestrian flow in all designated snow removal locations at all times which will include 24-hour service on weekends, Saturdays, Sundays, and Holidays.

Holidays are defined as Thanksgiving Day, Christmas Day and New Year's Day.

The contractor shall provide snow removal on all sites listed on Attachment A. The contractor may be called upon to haul snow from these areas when conditions warrant the removal and hauling of snow.

Qualification of Bidder: As evidence of experience and work performance, the bidder must supply with their bid a reference list of previous municipal snow removal experience, and present an anticipated contractual workload, which will verify the bidder's qualifications to perform under the terms of this contract.

Equipment: The bidder shall submit with their bid a list of company labor and equipment, including minimum staffing number (persons), equipment types and model numbers, and plow sizes, available for specific assignment to this job.

Please also list additional equipment available in the event of a heavy snowfall (such as graders, end loaders (include bucket capacity), dump trucks, etc.

Proof of possession of all required equipment, and proof of insurance coverage, is required prior to award of contract. Submittals shall indicate whether the equipment is owned, leased, or financed. Should the equipment be leased, submittals shall include a copy of the lease agreement. All equipment must be available for use throughout the term of the contract, as need is determined by the Village.

Bid may be considered "Non-Responsive" if these requirements are not fulfilled.

<u>Protection of Public and Private Property:</u> The contractor shall exercise all necessary caution to protect all public and private property from injury or damage caused by the contractor's operations.

The contractor shall assume responsibility for all damage to property (including curbs, parkway trees, grass area, utilities, mailboxes, trash cans, benches, and driveways) caused by equipment used for removal of snow. **All damage shall be the responsibility of the contractor to repair.** A complete list of snow removal locations are included in this document as Attachments A.

Any practice obviously hazardous in the opinion of the Public Works Director, or his designee, shall be immediately discontinued by the contractor upon receipt of either written or verbal notice to discontinue such practice. The Village is not responsible for site safety. The contractor is solely and exclusively responsible for site safety.

All brick paver areas (roadways, parking areas, and sidewalks) shall be serviced with equipment that utilizes a rubber blade for contact with the surface, or shall be accomplished with small hand operated equipment such as walk behind snow throwers. The expense for repairs for any damages caused by failure to adhere to this requirement will be fully borne by the contractor.

<u>Accidents:</u> In the event of accidents of any kind, the contractor shall immediately notify the Director, or his designee, and the Police Department, to secure an accident report, and shall

provide a full accounting of all details of the accident. The contractor shall furnish the Village with copies of all reports of such accidents.

<u>Prosecution of Work:</u> The proper timing and use of equipment is essential in maintaining the continuous, expeditious, and safe operation of snow removal. Consequently, it is imperative that all equipment be in good operating condition at all times so as to ensure maximum working efficiency and prevent unnecessary failures. Time is of the essence in arriving at the scene to commence snow removal efforts. To ensure uninterrupted snow removal operations, callouts shall be answered promptly, and extraordinary effort shall be exerted by the contractor to render service.

The contractor shall prosecute the work in the following manner:

- A. The contractor shall at all times maintain a force of qualified personnel sufficient to perform the work required and described herein. The force of qualified personnel shall be sufficient to respond to emergency calls which may be received at any time. Manpower must be activated and equipment operational at the site within one hour after notification by the Village.
- B. The contractor shall submit, in writing, the name, address and telephone number of the person in its organization to whom instructions may be given by the Director, or his designee, on a 24 hour per day basis. One designated supervisor in the contractor's organization shall be on the job site and available at all times during snow plowing operations.
- C. The Public Works General Services Division will notify the contractor whenever a storm warning from the Village's weather forecasting service is received stating that a plowable amount of snow (1 inch or more) is forecast. The contractor shall respond by mobilizing all personnel and equipment within a maximum of 1 hour after being notified by the General Services Division.
- D. It shall be the responsibility of the contractor to notify the General Services Division manager when all team members are present and working their assignments, and at the full completion of each operation. A form to verify hours worked and equipment used will be provided by the Village and will be signed by both the contractor and the appropriate Village representative as a prerequisite for payment.
- E. After finishing one complete clearing pass cycle through the snow removal locations, the contractor may be told to start a second complete clearing cycle immediately and to continue snow removal operations depending on weather conditions. The contractor shall be prepared to continue operations, or start up activities again whenever snow accumulates to a depth of 1 inch or more on the paved area.
- F. Snow removal is accomplished by plowing the snow to the curb in the designated cul-desacs. Care shall be taken so that no residential driveways or public sidewalk crossing shall be blocked by an amount of snow greater than the windrow of snow through the throat of

the cul-de-sac. There is to be no excessive mounting of snow at the corners higher than the normal windrow. The snow shall be carried out to the curb line of the streets.

- G. Snow removal in the historic district shall include all designated roadways, parking areas, and sidewalks.
 - 1. Extreme care shall be taken to prevent damage to right of way features (pavers, benches, trash cans, curbs, trees, planters, signs, light poles, etc.)
 - 2. All brick paver areas (roadways, parking areas, and sidewalks) shall be serviced with equipment that utilizes a rubber blade for contact with the surface, or shall be accomplished with small hand operated equipment such as walk behind snow throwers.
 - 3. Roadways shall be cleared of snow completely from curb to curb.
 - 4. Care shall be taken so that no residential driveways or public sidewalk crossing shall be blocked by an amount of snow greater than the windrow of the average roadway profile.
 - 5. There is to be no excessive mounting of snow at the corners higher than the normal windrow.
 - 6. Snow shall be completely removed from all noted parking areas and hauled to a designated staging location for later removal by the Village.
 - 7. Snow shall be removed completely from all noted walkways.
 - 8. No snow shall be blown, placed, or moved upon any planter bed, tree pit, or other area containing plants.
 - 9. Walkways (particularly on Main St. between Washington St. and Algonquin Rd.) where there is no parkway turf area shall have snow and hauled to a designated staging location for later removal by the Village.
 - 10. Roadways and non-brick paver parking areas shall be treated with deicing materials by the Village during the event at the request of the contractor (typically upon substantial completion of removal operations).
 - 11. Brick paver roadway and parking areas, walking surfaces, including sidewalks and ADA ramps, shall be lightly and completely treated with deicing materials provided by the contractor. Deicing material <u>shall</u> be calcium magnesium acetate or urea, as approved by the Village.

Type of Operation: Depending on snowfall conditions, the following snow removal operations will be initiated at all snow removal locations:

- Operation #1: For an accumulation in excess of 1 inch and less than 5 inches of snow, the contractor shall provide sufficient equipment to remove snow from all designated areas whenever called upon. Sufficient equipment shall be provided to complete the entire designated area in a maximum of 12 hours after the clearing operation has begun.
- Operation #2: For an accumulation in excess of 5 inches and less than 9 inches of snow, the contractor shall provide sufficient equipment to remove snow from all designated areas whenever called upon. Sufficient equipment shall be provided to complete the entire designated area in a maximum of 12 hours after the clearing operation has begun.

• Operation #3: For an accumulation in excess of 9 inches or more of snow, the contractor shall provide sufficient equipment to remove snow from all designated areas whenever called upon. Sufficient equipment shall be provided to complete the entire designated area in a maximum of 18 hours after the clearing operation has begun.

Depth of snow accumulation is measured at the time each plowing operation commences. It is not the total accumulation of snow at the end of the storm.

If stored snow within the cul-de-sacs reaches an undesirable height as determined by the Village, the contractor may be required to load and haul snow to a designated location and will be paid in accordance with the hourly equipment rental rates noted on the Bid Sheet for Operation #3.

<u>Method of Payment:</u> All charges for snow removal will start when equipment begins operation in the designated cul-de-sacs and end when the operation is complete. No separate charge for transportation of equipment, downtime, repair or maintenance to or from the site, will be allowed.

The contractor shall be paid on the basis of number of complete clearing passes of all snow and ice locations for Operations #1 and #2 as described in Type of Operation above. Supervision shall be included in the cost per clearing pass.

The contractor shall be paid an hourly rate basis for Operation #3. The contractor shall submit an hourly cost for each piece of equipment on the equipment list (the hourly rate should include the cost of the operator) in the space provided on the Bid Sheet. Supervision, equipment operators and labor shall be included in all hourly rates.

Exceptions: Any exceptions to these specifications shall be noted on the Exceptions Sheet and included with the bid submittal.

Liquidated Damages: Time is of the essence to the contract. Should the contractor fail to complete the work within the specified time stipulated in the contract, or within such extended time as may have been allowed, the contractor shall be liable and shall pay to the Village the amount shown in the following schedule of deduction. Costs are incurred not as a penalty, but as liquidated damages, for each hour of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contact on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by the schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the contractor of the work. The liquidated damage amount specified will accrue and be assessed until completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Deduction for each hour of overrun in contract time: \$750/hour

Attachment A

Downtown

Parking Areas	<u>& Parks</u>
	Towne Park Lot (West end of Washington St.)
	Historic Village Hall
	Municipal Lot
	Cornish Park
	Riverfront Park
Streets (Includ	ling On-Street Parking Areas
	Main St. (Algonquin Rd. South to Route 31)
	Harrison St. (from Washington St. to North End of Riverfront Park)
	Washington St. (from Towne Park to South Harrison St.)
	Edward St. (from Main St. to North Harrison St.)
	Front St. (from Main St. to North Harrison St.)
	Jefferson St. (from Towne Park to Railroad St.)
	Railroad St.
Sidewalks	
	Main St. (Both sides from Route 31 South end to last homes on North Main St.)
	Harrison St. (Both sides from Washington St. to North End of Riverfront Park)
	Washington St. (from Towne Park to South Harrison St.)

Algonquin Rd. from Main St. to River Rd. (Include N. River Rd west side from 62 to first property)
Front St. (South side from Main St. to North Harrison St.)
Leffenson Ct. (from Hawison Ct. to the ands of the shough manageries, both sides)



Bid Sheet

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33E-1, et seq.) and is not delinquent in nay taxes to the Illinois Department of Revenue (65ILCS 5/11-42.1-1).

It is understood that the Village reserves the right to reject any and all bids ad to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

Company Name:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	7.4 6,	
Operation #1 Comple	te Clearing		
Excess of 1 inch and le	ess than 5 inches of snow	v accumulation	

NTICE INC

Cost per I complete clearing of all locations (lump sum): \$ 5, 395.60
 Estimate of 15 events times the lumn sum cost above: \$ 79, 935.00

Operation #2 Complete Clearing Excess of 5 inches and less than 9 inches of snow accumulation

3. Cost per 1 complete clearing of all locations (lump sum): \$ 7,950.00
4. Estimate of 4 events times the lump sum cost above: \$ 31,800.00

Total Cost of Operations #1 & 2 (add lines 2 and 4 above) \$ 111, 735.00

If it is the contractor's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the Village must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at eth time of the bid submittal.
Will you be utilizing a subcontractor?YesYo
If yes, have you included all requiredYesNo information with your bid submittal?
I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that (company name) is not barred by law from submitting a bid to the Village for the project
contemplated herein because of a conviction for prior violations of either Illinois Compiles Statues, 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating); and that
NILCO INC. (company name) is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that
NILCO INC (company name) provides a drug free workplace pursuant to 30 ILCS 580/1, et seq; and that
NICO (company name) certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that
NILCO, INC (company name) is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.
HILCO INC Bidder's company name Signed name
Street address RT. 176 BRENT JOHNSON PRIESIDENT Print name and title
WOODSTOCK IL 6009B Brentewilcoinc.com City State Zip Code e-mail address
815-206-3625 Ext. 22 815-206-3619 Phone number Fax number
Date: 11/12/18

Operation #3 Complete Clearing Hourly Equipment Rate 9 inches or more of snow accumulation Loading/Hauling					
****NOTE hourly rate inclu	ıdes eq	uipment, operato	or and labor costs****		
Skid Steer Loader	\$	85	_ per hour		
4x4 Pick Up Truck	\$	80	_ per hour		
Dump Truck w/Plow (min. 25,000 GVW)	\$	115	_ per hour		
Dump Truck Only (min. 25,000 GVW)	\$	115	_ per hour		
4WD End Loader Rubber tired (min. 76HP/1.5CY bucket or plow)	\$	385	_ per hour		
Semi-Trailer Truck	\$	155	_ per hour		
Gradall (if necessary)	\$	NA	_ per hour		
Is required equipment owned, leased or financed?OwnedLeasedFinanced					
If leased, have you included a copy of your lease agreement?YesNo					

Exception Sheet

<u>Exceptions</u>: Any exception <u>must</u> be clearly noted on the Exception Sheet. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential Bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The Village reserves the right to accept or reject any or all exceptions.

Exceptions Sheet must be enclosed with the Bid Sheet. Bidder's exceptions are:					



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 Langton Snow Solutions of Woodstock for the 2018/2019 Cul-de-sac and Eyebrow Snow Removal Services in the amount of \$123,844.56, 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	-

	VII	LLAGE OF ALG	ONQUIN PURCHA	SE AGREEMENT - V	ENDOR	(Services)	
Effective Date:	November 1, 20	18	Pu	rchase Order No			
Project: Snow Removal - Cul-de-sacs and Eyebrows			Location: As noted on specification maps				
Originatin	g Department	: Public Works					
	Owner		Consult	ant/Vendor		Develo	per
Village of Algonquin Address: 110 Meyer Dr. Algonquin IL. Name: Langton Snov Address: 4510 Dean			v Solutions (where applicable)				
Fax:	47-658-2754		Phone: 815-219- Fax: Contact: langtong	Phone:			
Contact: ste	eveludwig@algo	inquin.org	Contact. languong	roup@utt.not	Fax: Contac	et:	
SCOPE OF Furnish the	et Price of the WORK: Work/items deneral Contrac		, 20 нSp	et is: \$ 123,844.56 e following plans and specification No(s): Attacked	hed		
н О	ther:			 			
The Scope of QUANTITY	the Work an UNIT OF MEASURE	d prices under th	is Purchase Agreem DESCRIPTION/IT	ent are for the duration TEMS		ect: NTRACT SUM	EXTENSION
1	Per Clearing	Priced per snow re	emoval effort as noted be	elow.		3,844.56 T TO EXCEED	\$ 123,844.56
	•	•				TOTAL	\$ 123,844.56
Payment 2) No work Consulta Sum, at v Consulta such Ser WARRANT Consultant/V FULLY IND	is based upon beyond the SO nt/Vendor shall which point the nt/Vendor Services. IES and INDI endor agrees to EMNIFY ANI OF ANY OBLI	the attached Sched COPE OF WORK Il notify the Owner e Owner, Develope vices are or may be EMNIFICATION of employ the skill of SAVE THE OW	dule of values and reing shall be undertaken user when the value of the rand Consultant/Venge required, and the surface and efforts of a profession NER HARMLESS FI	greement between the C mbursables. ntil written authorization e Services performed eq dor shall determine the fficiency of the Develop	is receive the second is received the second real control of the second rea	ved from the Overty percent (80% aining on the Pover account regard NSULTANT/VIES, AND CHA	wner. 6) of the Contract roject for which ding payment for ENDOR SHALL ARGES, AND THE
ENTIRE AG	REEMENT I	BETWEEN THE eement is signed,	OWNER AND CON and dated and retur	E ATTACHED SUPPL NSULTANT/VENDOR THE TO THE OWNER. MA RICHASE AGREEMENT	. No pa	yment will be	issued unless a
The parties, f terms and pro year written b	visions herein	their heirs, execute contained. IN WIT	ors, administrators, su NESS WHEREOF, th	eccessors and assigns, do be parties hereto have exe	hereby a ecuted thi	gree to the full s Purchase Agr	performance of all eement the day and
CONSULTANT/VENDOR:			OWNER: Village of Algonquin				
By:				By:			
Ren	esentative of V	endor authorized to	0	Title:			

Dated:_

Revision Date: December 31, 2009

SUPPLEMENTAL CONDITIONS

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

10. Insurance:

- 10.1 Consultant/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its commercial liability insurance policies for Consultant/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in an such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Consultant/Vendor shall furnish the Owner with a certificate of insurance and such other documentation (including a copy of all or part of the policy) at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Owner deems necessary to establish compliance with this provision.
- 10.2 Consultant/Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Consultant/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Consultant/Vendor in connection with the Work. Such performance and payment bond shall be in an amount determined by Owner.
 - 10.3 Breach of this paragraph is a material breach subject to immediate termination.
- 11. <u>Indemnity:</u> Consultant/Vendor hereby agrees to indemnify, and hold the Owner directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Consultant/Vendor, its agents, employees, subcontractors, successors and assigns. In any and all claims against the Owner or any of its agents or employees, by any employee of Consultant/Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant/Vendor assumes the entire liability for its own negligence, and as part of this Purchase Agreement waives all defenses available to Consultant/Vendor as an employer which limit the amount of Consultant/Vendor's liability to the Owner to the amount of Consultant/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.
- 12. <u>Term and Termination</u>: The term of this Purchase Agreement shall commence as of the Effective Date and shall continue until the Project is completed or the Purchase Agreement is terminated by either party, or the value of the service provided by Consultant/Vendor has reached 100% of the Contract Sum. Notwithstanding the foregoing, either party may terminate this Purchase Agreement with or without cause at any time by providing written notice within a reasonable period of time prior to termination. In the event of a termination, Consultant/Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Consultant/Vendor be entitled to any additional compensation or damages in connection with a termination hereunder.
- 13. Remedies: Consultant/Vendor shall, for the duration of this Purchase Agreement, at the discretion of the Owner and at the expense of Consultant/Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Consultant/Vendor thereunder. In the event Consultant/Vendor fails to perform under this Purchase Agreement, it will be in default and the Owner may furnish or perform the same and recover from Consultant/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner.
- 14. <u>Compliance With Laws:</u> During the performance hereunder, Consultant/Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Consultant/Vendor's compliance with any Laws or Regulations.
- 15. <u>Notices:</u> All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Purchase Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Agreement.
- 16. Records, Reports and Information: Consultant/Vendor agrees to furnish Owner with reports and information regarding the Services performed under this Purchase Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Consultant/Vendor and the results thereof. Consultant/Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Services performed under this Purchase Agreement for a minimum period of five (5) years after completion of the Services, and such records shall be subject to audit by Owner upon reasonable advance notice to Consultant/Vendor on a mutually agreed date and time.
- 17. <u>Assignment:</u> Neither party shall assign this Purchase Agreement without written consent of the other, which consent shall not be unreasonably withheld, except that Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Consultant/Vendor to the Developer/Owner (if any) identified in this Purchase Agreement.

- 18. <u>Limitation Of Liability</u>: In no event shall the Owner by liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law.
- 19. <u>Waiver</u>: Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Consultant/Vendor and Owner with respect to such future performance shall continue in full force and effect.
- 20. <u>Controlling Law, Severability</u>: The validly of this Purchase Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled recover its reasonable attorneys fees incurred in enforcing the terms of this Purchase Agreement. If any provision or requirement of this Purchase Agreement is declared or found to be unenforceable that balance of this Purchase Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

//-27-18 Date

CONSULTANT VENDOR:

4

<u>VILLAGE OF ALGONQUIN</u> PURCHASE ORDER INSURANCE REQUIREMENTS

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

1.	Commercial	General	Liability	Insurance
----	------------	---------	-----------	-----------

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

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

2. Commercial Automobile Liability Insurance

Limits: Each Occurrence \$1,000,000

3. Workers Compensation/Employers Liability Insurance

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

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

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

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

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

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

Limits: Each Occurrence \$1,000,000

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

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

Village of Algonquin Standard Conditions

<u>Contract Documents</u>: Any drawings, plans, standard conditions, supplemental additional conditions, specifications, bid notice, bid sheet, and addendum, if any, as specified herein shall form the "Contract Documents." For the purpose of this bid, the word "Village" shall refer to the Village of Algonquin, and the word "Bidder" shall refer to any person, company, or entity submitting a bid. Any work shown or described in one of the documents shall be construed as if described in all the documents.

<u>Interpretation of Contract Documents</u>: Each request for interpretation of the Contract Documents shall be made in writing addressed to Steve Ludwig, General Services Superintendent, Village of Algonquin, 110 Meyer Drive, Algonquin, IL 60102 (steveludwig@algonquin.org) and shall be received at least (5) business days prior to the scheduled bid opening date. Interpretations and supplemental instructions will be in the form of written addenda to the Contract Documents.

Electronic Bid Documents: Electronic copies of the 2018-19 Snow Removal - Cul-de-sacs and Eyebrows Bid Specifications, and Contract Documents may be obtained for free online at www.algonquin.org (at top of page click on "Business" & select "Bids & RFP's", the project will be listed near the bottom of the page). A compact disc of the information may also be obtained at the Village of Algonquin, Office of the Village Clerk, Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois 60102 upon receipt of a \$10.00 non-refundable deposit. If mailing is requested an additional \$5.00 deposit will be required.

<u>Submittal of Bid</u>: Bids must be submitted to the Office of the Village Clerk, 2200 Harnish Dr. Algonquin, IL. 60102, no later <u>than 11 a.m.</u> on <u>Tuesday</u>, <u>November 13, 2018</u>. Bids arriving after the specified time will not be accepted. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Bidders should carefully consider all bid delivery options (US Postal Service, UPS, Federal Express, private delivery service, etc.) and select a method that will successfully deliver their bid by the required time and date. Bids shall be submitted in <u>sealed envelopes</u> carrying the following information: Bidder's name, address, and subject matter as indicated in the specification, and designated date and time of the bid opening.

<u>Withdrawal of Bid</u>: Bidders may withdraw or cancel their bid, in written form, at any time prior to the advertised bid opening time.

<u>Bidder's Qualifications</u>: No award will be made to any Bidder who cannot satisfy to the Village that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The Village's decision or judgment on these matters shall be final, conclusive, and binding. The Village may make such investigations as it deems necessary. The Bidder shall furnish to the Village, under oath if so required, all information and data the Village may request for the purpose of investigation.

<u>Preparation of Bid:</u> The Bidder's submittal shall include the completed *Bid Sheet* found in the Contract Documents. The Village will strictly hold the Bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the Bidder.

<u>Compliance with Laws</u>: The Bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of bids or the performance of the contract.

<u>Alternate to Bids</u>: Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The Village's written decision of approval or disapproval of a proposal substitution shall be final.

Alternate bids will be considered only if received at the time stated for receipt of the bids. Submit alternate bids in a sealed envelope and identify the envelope as required for all bids, except that the phrase <u>Alternate Bid</u> shall be used. Bidders are cautioned that, if an alternate bid(s) involves an increase in the *Bid Sum*, the *Bid Deposit*, <u>if required</u>, shall be ample or be increased to cover the alternate *Bid Sum* or the entire bid may be rejected.

<u>Form of Contract</u>: The form of contract between the Village and the successful Bidder will be a purchase order referencing the bid specifications and the bid submitted by the successful Bidder.

Freedom of Information Act (FOIA): The Village is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All contractors used by the village may be in possession of records covered by this act and therefore will be required to provide the village with those records upon request and within the time frame of the Act.

Bid Review: The Village reserves the right to reject any or all bids and/or to waive any irregularities or disregard any informality in the bids and bidding when, in its opinion, the best interest of the Village will be served by such action. Furthermore, the Village reserves the right to award each item to a different Bidder, or all items to a single Bidder unless otherwise noted on the *Bid Sheet*. The Village may determine as follows: 1) an equal or alternative is a satisfactory substitute; 2) an early delivery date is entitled to more consideration than price; 3) an early delivery date is to be disregarded because of the reputation of the Bidder for not meeting delivery dates; 4) a Bidder is not a responsible Bidder; and 5) what exceptions or deviations from written specifications will be accepted.

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village, or had failed to perform faithfully any previous contract with the Village.

<u>Delivery</u>: Where applicable, all materials shipped to the Village must be shipped F.O.B. delivered to a designated location, Algonquin, Illinois. If the delivery is made by truck, arrangements must be made in advance by the Bidder, with concurrence by the Village, for receipt of the materials. The materials must be delivered where directed. Truck deliveries will be accepted at the Public Works Facility between 7:30 a.m. and 4:00 p.m. and at all other Village locations 8:00 a.m. and 5:00 p.m., weekdays only.

<u>Inspections</u>: The Village shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful Bidder.

A. General Supplemental Additional Conditions

<u>Scope of Work:</u> The Bidder shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The Bidder shall supply, maintain, and remove all equipment for the performance of the work and be responsible for the safe, proper, and lawful construction, maintenance, and use of the same. This work shall be completed to the satisfaction of the Village. The Bidder shall provide adequate protection of the job site to protect the general public from any injury as a result of the job. The Bidder shall provide all safeguards and suitable barricades to protect public and adjacent property. The Village is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety.

<u>Licensing and Permits</u>: The successful Bidder and their subcontractor(s) must be licensed with the Village and shall obtain all required building permits prior to the start of any work. The Village will waive applicable Village permit fees for the specific contract. Permit application forms and license forms may be obtained from the Community Development Department at the Ganek Municipal Center, 2200 Harnish Drive, Algonquin, IL.

<u>Period of Unemployment</u>: Public Act 30 ILCS 570 Employment of Illinois Workers on Public Works Act must be adhered to in entirety by the awarded contractor. This act requires the use of Illinois workers on Public Works projects during periods of excess unemployment, which means any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

<u>Toxic Substance</u>: Prior to delivery of any material which is caustic, corrosive, flammable, or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid. (Safety Data Sheet).

<u>Guarantees and Warranties</u>: All guarantees and warranties required shall be furnished by the Bidder and shall be delivered to the Village before final payment on the contract is issued.

<u>Termination of Contract</u>: The Village reserves the right to terminate in whole or any part of this contract, upon written notice to the Bidder, in the event of default by the Bidder. Default is defined as failure of the Bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such a manner as the Village may deem appropriate, supplies, or services similar to those terminated.

The Bidder shall be liable for any excess costs for such supplies or service unless evidence is submitted to the Village that, in the sole opinion of the Village, clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.

Hold Harmless Agreement (Contractual Liability): The Bidder agrees to indemnify and save harmless the Village, including its elected or appointed officials, employees, and agents against any and all claims, loss, damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Bidder or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Bidder, or otherwise. With the single exception of any claim, damage, loss, or expense arising solely out of professional services performed by the Village, its agents, or employees, including: 1) the preparation of maps, plans, opinions, reports, surveys, designs, or specifications, and 2) supervisory, inspection, or engineering services.

<u>Insurance</u>: The Bidder will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the Village. The General Liability coverage shall name the Village of Algonquin as additional insured. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the Village. All insurance noted below will not be canceled, reduced, or materially changed without providing the Village thirty (30) days advance notice, via certified mail.

- A. Comprehensive General Liability including Products Liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, subject to the terms and conditions of the policy. A copy of the policy may be required.
- B. Automobile Liability insurance, in an amount not less than \$1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.
- C. **Umbrella or Excess Liability** coverage, the Contractor shall provide evidence of Umbrella or Excess Liability coverage of \$2,000,000.
- D. **Workers' Compensation** is to be provided as required by statute, by an insurance company licensed to write worker's compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease policy limit, and \$500,000 disease each employee.
- E. **Insurance Rating** All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A.M. Best rating of A: VII.
- F. A certificate of insurance is required as evidence of coverage, with the Village of Algonquin named as an additional insured. The certificate will include an "Additional Insured Endorsement". The same full insurance coverage provided to the named insured, whether it is the contractor or a sub-contractor, shall be provided to the Village without any limitations or endorsements that might limit or exclude coverage. If insurance is canceled for any reason whatsoever the Village will be given not less than thirty (30) days prior written notice.

Any and all deductibles or other forms of retention are the responsibility of the Contractor. All deductibles or other forms of retention are subject to the approval of the Village. Contractor will disclose to the Village in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract.

Contractor waives any right of subrogation it may have or later acquire against the Village.

<u>*Special Requirement:</u> If the Bidder is an architectural firm or engineering firm, said Bidder shall file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the Village of said coverage.

The Bidder shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the Village, nor shall Bidder allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Bidder and their subcontractor(s) shall maintain all insurance required under paragraphs A through D of this Section for not less than one (1) year after completion of this contract.

B. Construction Supplemental Additional Conditions

Failure to Execute: Failure to execute the contract shall, at the option of the Village, constitute a breach of the agreement made by acceptance of the bid, and the Village shall be entitled to forfeiture of the certified check, bank draft, or Bid Bond accompanying the bid that is required, not as a penalty, but as liquidated damages. In the event of failure of a Bidder to whom an award of contract has been made, to execute the contract and furnish a Performance Bond within ten (10) days after notification of award, such award may be nullified and an award may be made to the next lowest responsive and responsible Bidder approved by the Village.

Bid Security: Each bid shall be accompanied by a bid security in the amount of 5% of the total amount bid (Total cost of operations 1& 2 as noted on the bid sheet). Bid security shall be in the form of a certified check or cashier's check, drawn on a responsible bank doing business in the United States and made payable to the Village of Algonquin, or an original Bid Bond (may NOT be a copy or facsimile) by a surety company which is satisfactory to the Village and is qualified to do business in Illinois. Bids not accompanied by a bid security will be rejected. The bid security of the unsuccessful Bidders (if in the form of a certified check or cashier's check) will be returned after the contract is awarded, or earlier, if the Village does not deem it necessary to retain the Bid Security. The bid security of the accepted Bidder, (if in the form of a certified check or cashier's check) will be returned either upon execution of a contract and submittal of a performance bond, if required by the specifications or, where no performance bond is required, when, in the Village's estimation, the contract has been satisfactorily completed. When the bid security is submitted in the form of a bid bond, the bond will become null and void following the award of contract and the Village's receipt of the Performance Bond and Labor and Material Payment Bond, if required by the specifications. Should the Bidder fail to fulfill the contract as set forth, the bid security shall become payable to the Village as liquidated damages.

Performance Security: 5% retainage on each invoice per specifications.

<u>Waiver of Lien</u>: Where applicable, a Waiver of Lien and Contractor's Affidavit must be submitted by the Bidder, verifying that all subcontractors and material invoices have been paid prior to the Village approving final payment.

Village of Algonquin Snow Removal: Cul-de-Sacs & Eyebrows

<u>Intent:</u> The intent of this Bid is to enter into a contract with a qualified contractor to provide the specified snow and ice removal services for cul-de-sacs, eyebrows, and historic district areas located in the Village of Algonquin (hereafter "Village"), including any additional work that may need to be added during the contract year. Bidders will be required to demonstrate their capability through references or by means acceptable to the Village.

This contract will be administered and direction given to the contractor by the Public Works Director or his authorized representative.

<u>Term of Contract:</u> The initial term of this contract shall begin on November 1, 2018 and shall be in affect through April 30, 2019. The Village, however, reserves the right to terminate the same at any time by giving a thirty (30) day notice in writing to the contractor. In the event of such cancellation, the contractor shall be entitled to receive payment for services and work performed, and materials, supplies, and equipment furnished under the terms of the contract prior to the effective date of such cancellation, but will not be entitled to receive any damages on account of such cancellation or any further payment whatsoever.

The Village may wish to extend this contract, upon mutual agreement, with two (2) one-year extensions, with the first extension going from May 1, 2019 to April 30, 2020; and the second extension going from May 1, 2020 to April 30, 2021, upon written notice of the Village of its intention to exercise this option.

A one (1) time economic adjustment for labor, materials, supplies, and equipment costs may be negotiated for each one (1) year extension to the contract after the initial one (1) year contract period. This economic adjustment may not exceed the published Chicago Area Consumer Price Index (CPI) for the previous 12 month period. The initial contract places no obligation on the Village to appropriate funds beyond the initial term of the contract and contract extensions are dependent upon sufficient funds being appropriated each fiscal year by the Village for this work.

Due to budget constraints, the Village reserves the right to add or delete from the bid as required. No adjustments in bid prices or additional compensation will be made for decreases in the quantities or services from the bid.

<u>Scope of Work:</u> The scope of work consists of furnishing all labor and snow removal equipment to maintain traffic and pedestrian flow in all designated snow removal locations at all times which will include 24-hour service on weekends, Saturdays, Sundays, and Holidays.

Holidays are defined as Thanksgiving Day, Christmas Day and New Year's Day.

The contractor shall provide snow removal on all sites listed on Attachment A. The contractor may be called upon to haul snow from these areas when conditions warrant the removal and hauling of snow.

<u>Qualification of Bidder:</u> As evidence of experience and work performance, the bidder must supply with their bid a reference list of previous municipal snow removal experience, and present an anticipated contractual workload, which will verify the bidder's qualifications to perform under the terms of this contract.

Equipment: The bidder shall submit with their bid a list of company labor and equipment, including minimum staffing number (persons), equipment types and model numbers, and plow sizes, available for specific assignment to this job.

Please also list additional equipment available in the event of a heavy snowfall (such as graders, end loaders (include bucket capacity), dump trucks, etc.

Proof of possession of all required equipment, and proof of insurance coverage, is required prior to award of contract. Submittals shall indicate whether the equipment is owned, leased, or financed. Should the equipment be leased, submittals shall include a copy of the lease agreement. All equipment must be available for use throughout the term of the contract, as need is determined by the Village.

Bid may be considered "Non-Responsive" if these requirements are not fulfilled.

<u>Protection of Public and Private Property:</u> The contractor shall exercise all necessary caution to protect all public and private property from injury or damage caused by the contractor's operations.

The contractor shall assume responsibility for all damage to property (including curbs, parkway trees, grass area, utilities, mailboxes, trash cans, benches, and driveways) caused by equipment used for removal of snow. All damage shall be the responsibility of the contractor to repair. A complete list of snow removal locations are included in this document as Attachments A.

Any practice obviously hazardous in the opinion of the Public Works Director, or his designee, shall be immediately discontinued by the contractor upon receipt of either written or verbal notice to discontinue such practice. The Village is not responsible for site safety. The contractor is solely and exclusively responsible for site safety.

<u>Accidents:</u> In the event of accidents of any kind, the contractor shall immediately notify the Director, or his designee, and the Police Department, to secure an accident report, and shall provide a full accounting of all details of the accident. The contractor shall furnish the Village with copies of all reports of such accidents.

<u>Prosecution of Work:</u> The proper timing and use of equipment is essential in maintaining the continuous, expeditious, and safe operation of snow removal. Consequently, it is imperative that all equipment be in good operating condition at all times so as to ensure maximum working efficiency and prevent unnecessary failures. Time is of the essence in arriving at the scene to commence snow removal efforts. To ensure uninterrupted snow removal operations, callouts shall be answered promptly, and extraordinary effort shall be exerted by the contractor to render service.

The contractor shall prosecute the work in the following manner:

A. The contractor shall at all times maintain a force of qualified personnel sufficient to perform the work required and described herein. The force of qualified personnel shall be sufficient to respond to emergency calls which may be received at any time. Manpower must be activated and equipment operational at the site within one hour after notification by the Village.

- B. The contractor shall submit, in writing, the name, address and telephone number of the person in its organization to whom instructions may be given by the Director, or his designee, on a 24 hour per day basis. One designated supervisor in the contractor's organization shall be on the job site and available at all times during snow plowing operations.
- C. The Public Works General Services Division will notify the contractor whenever a storm warning from the Village's weather forecasting service is received stating that a plowable amount of snow (1 inch or more) is forecast. The contractor shall respond by mobilizing all personnel and equipment within a maximum of 1 hour after being notified by the General Services Division.
- D. It shall be the responsibility of the contractor to notify the General Services Division manager when all team members are present and working their assignments, and at the full completion of each operation. A form to verify hours worked and equipment used will be provided by the Village and will be signed by both the contractor and the appropriate Village representative as a prerequisite for payment.
- E. After finishing one complete clearing pass cycle through the snow removal locations, the contractor may be told to start a second complete clearing cycle immediately and to continue snow removal operations depending on weather conditions. The contractor shall be prepared to continue operations, or start up activities again whenever snow accumulates to a depth of 1 inch or more on the paved area.
- F. Snow removal is accomplished by plowing the snow to the curb in the designated cul-de-sacs. Care shall be taken so that no residential driveways or public sidewalk crossing shall be blocked by an amount of snow greater than the windrow of snow through the throat of the cul-de-sac. There is to be no excessive mounting of snow at the corners higher than the normal windrow. The snow shall be carried out to the curb line of the streets.

<u>Type of Operation:</u> Depending on snowfall conditions, the following snow removal operations will be initiated at all snow removal locations:

- Operation #1: For an accumulation in excess of 1 inch and less than 5 inches of snow, the contractor shall provide sufficient equipment to remove snow from all designated areas whenever called upon. Sufficient equipment shall be provided to complete the entire designated area in a maximum of 12 hours after the clearing operation has begun.
- Operation #2: For an accumulation in excess of 5 inches and less than 9 inches of snow, the contractor shall provide sufficient equipment to remove snow from all designated areas whenever called upon. Sufficient equipment shall be provided to complete the entire designated area in a maximum of 12 hours after the clearing operation has begun.
- Operation #3: For an accumulation in excess of 9 inches or more of snow, the contractor shall provide sufficient equipment to remove snow from all designated areas whenever called upon. Sufficient equipment shall be provided to complete the entire designated area in a maximum of 18 hours after the clearing operation has begun.

Depth of snow accumulation is measured at the time each plowing operation commences. It is not the total accumulation of snow at the end of the storm.

If stored snow within the cul-de-sacs reaches an undesirable height as determined by the Village, the contractor may be required to load and haul snow to a designated location and will be paid in accordance with the hourly equipment rental rates noted on the Bid Sheet for Operation #3.

<u>Method of Payment:</u> All charges for snow removal will start when equipment begins operation in the designated cul-de-sacs and end when the operation is complete. No separate charge for transportation of equipment, downtime, repair or maintenance to or from the site, will be allowed.

The contractor shall be paid on the basis of number of complete clearing passes of all snow and ice locations for Operations #1 and #2 as described in Type of Operation above. Supervision shall be included in the cost per clearing pass.

The contractor shall be paid an hourly rate basis for Operation #3. The contractor shall submit an hourly cost for each piece of equipment on the equipment list (the hourly rate should include the cost of the operator) in the space provided on the Bid Sheet. Supervision, equipment operators and labor shall be included in all hourly rates.

Exceptions: Any exceptions to these specifications shall be noted on the Exceptions Sheet and included with the bid submittal.

Liquidated Damages: Time is of the essence to the contract. Should the contractor fail to complete the work within the specified time stipulated in the contract, or within such extended time as may have been allowed, the contractor shall be liable and shall pay to the Village the amount shown in the following schedule of deduction. Costs are incurred not as a penalty, but as liquidated damages, for each hour of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contact on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by the schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the contractor of the work. The liquidated damage amount specified will accrue and be assessed until completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Deduction for each hour of overrun in contract time: \$750/hour

Bid Sheet

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33E-1, et seq.) and is not delinquent in nay taxes to the Illinois Department of Revenue (65ILCS 5/11-42.1-1).

It is understood that the Village reserves the right to reject any and all bids ad to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

Company Name: Langton Group

Operation #1 Complete Clearing

Excess of 1 inch and less than 5 inches of snow accumulation

- Cost per 1 complete clearing of all locations (lump sum): \$ 5,897.36_____
 Estimate of 15 events times the lump sum cost above: \$ 88,460.40____
- 2. Estimate of 15 events times the lump sum cost above:

Operation #2 Complete Clearing

Excess of 5 inches and less than 9 inches of snow accumulation

- 3. Cost per 1 complete clearing of all locations (lump sum): \$ 8,846.04
 4. Estimate of 4 events times the lump sum cost above: \$ 35,384.16

\$__123,844.56 Total Cost of Operations #1 & 2 (add lines 2 and 4 above)

Operation #3 Complete Clo Hourly Equipment Rate	earing					
9 inches or more of snow a	ccumulation Loading	/Hauling				
****NOTE hourly rate inclu	des equipment, operate	or and labor costs****				
Skid Steer Loader	\$	_ per hour				
4x4 Pick Up Truck	<u>\$ 110.00</u>	_ per hour				
Dump Truck w/Plow (min. 25,000 GVW)	\$ 150.00	_per hour				
Dump Truck Only (min. 25,000 GVW)	<u>\$ 150.00</u>	_ per hour				
4WD End Loader Rubber tired (min. 76HP/1.5CY bucket or plow)	\$ 200.00	_ per hour				
Semi-Trailer Truck	\$ 225.00	_ per hour				
Gradall (if necessary)	\$ Exception 1.37	_ per hour				
Is required equipment owner	d, leased or financed?	Owned	_Leased	Financed		

___Yes

No

If leased, have you included a copy of your lease agreement?

If it is the contractor's intention to utilize a subcontractor(s) must be advised of the subcontractor's company name, addressed in the subcontractor's company name,	
name at eth time of the bid submittal.	
Will you be utilizing a subcontractor?Yes	X_No
If yes, have you included all required Yes information with your bid submittal?	No
I hereby certify that the item(s) proposed is/are in accordance quoted are not subject to change; and that by law from submitting a bid to the Village for the project of violations of either Illinois Compiles Statues, 720 ILCS Rotating); and that	(company name) is not barred contemplated herein because of a conviction for prior
Department of Revenue in accordance with 65 ILCS 5/11-4	not delinquent in payment of any taxes to the Illinois 2.1; and that
Langton Group (company name) pr 580/1, et seq; and that	rovides a drug free workplace pursuant to 30 ILCS
provide drug testing in accordance with 820 ILCS 130/11G,	ertifies they have a substance-abuse program and Public Act 095-0635; and that
ILCS 5/1.101, et seq. including establishment and maintena	n compliance with the Illinois Human Rights Act 775 nce of sexual harassment policies and program.
Bidder's company name	Signed name
4510 Dean ST. Street address	Print name and title
Woodstock TL Googs City State Zip Code	Langton group @ OTT. NET e-mail address 815-338-2634
8 15- 338- 2630 Phone number	815-338-2634 Fax number
Date:	

Exception Sheet

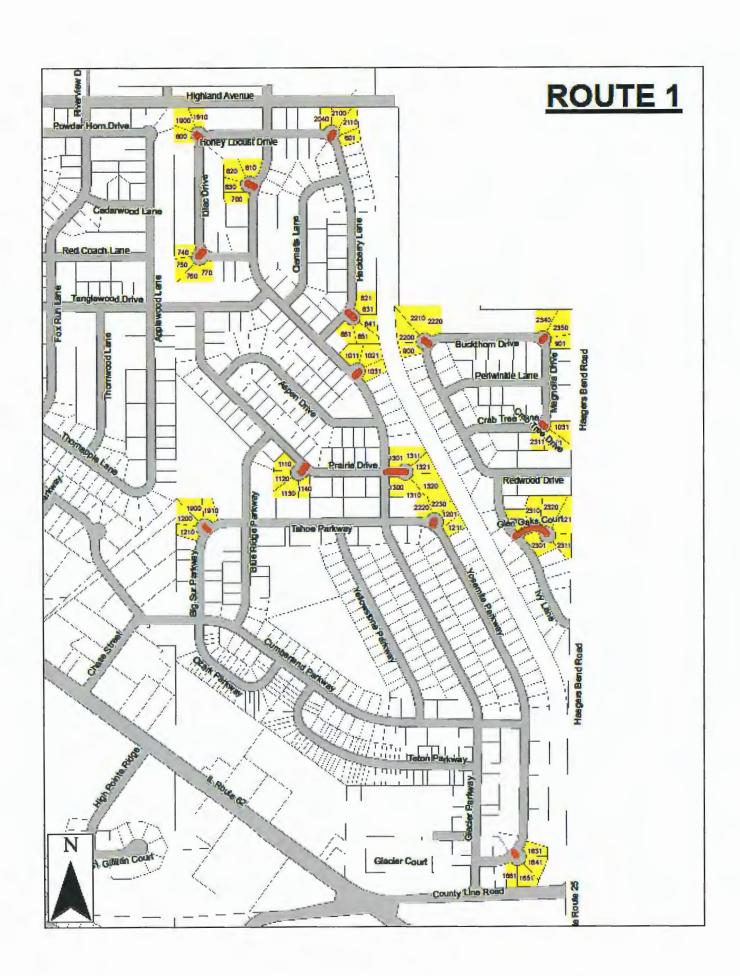
<u>Exceptions</u>: Any exception <u>must</u> be clearly noted on the Exception Sheet. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential Bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The Village reserves the right to accept or reject any or all exceptions.

Exceptions Sheet must be enclosed with the Bid Sheet.

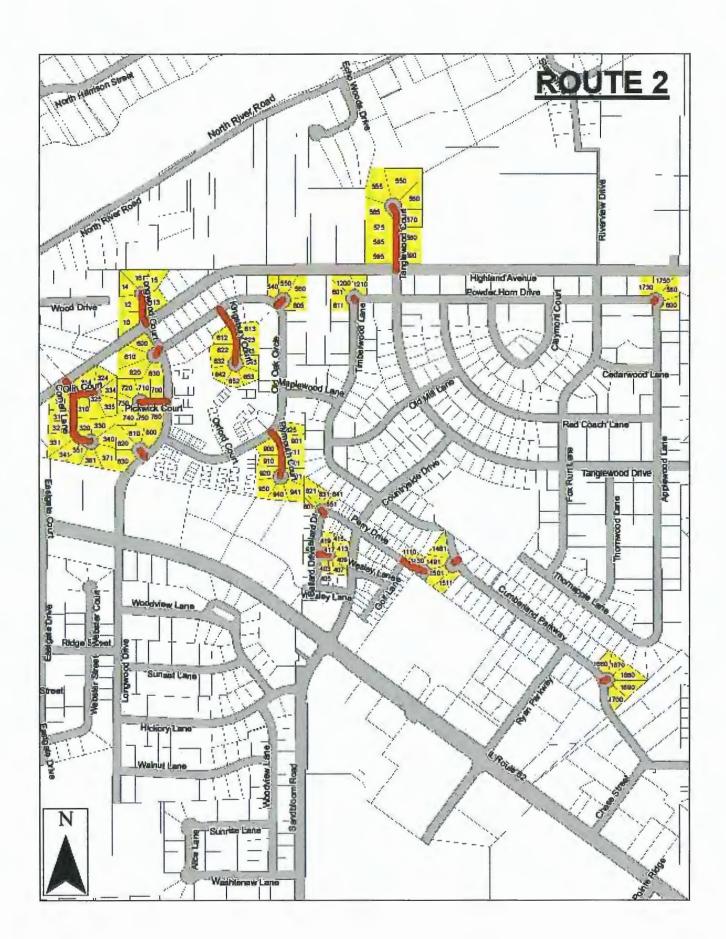
Bidder's exceptions are:								
Replace	Gradall	with	FRONT end	loader	to	load	Snow	
•								

Attachment A1

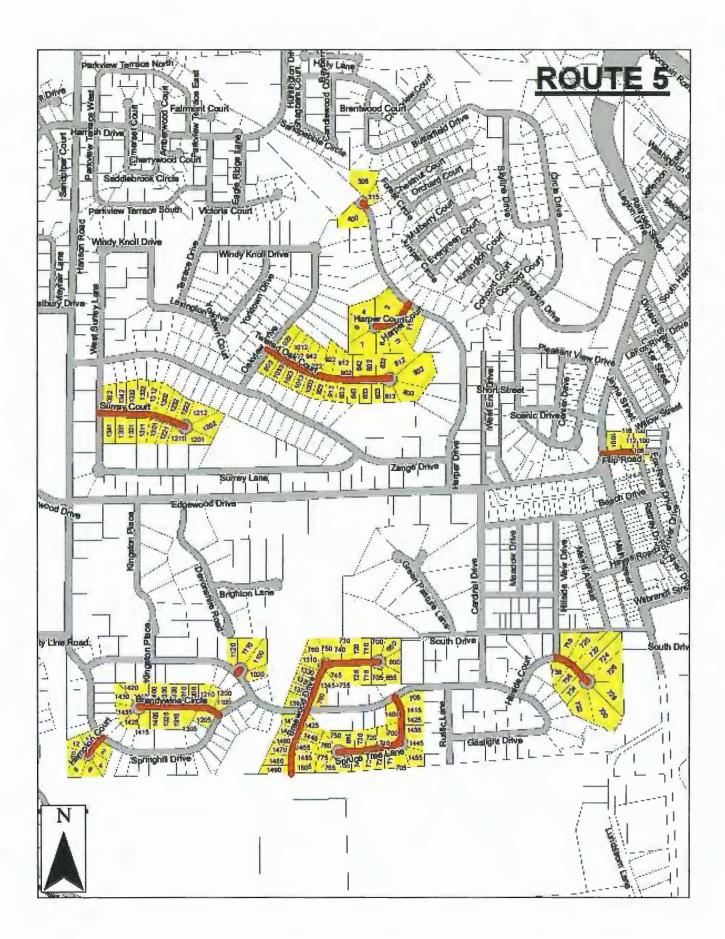
Cul-de-Sacs					
	Glen Oaks Ct				
	Prairie Ct				
Eye	ebrows				
	Glacier Parkway (610-630)				
	Glacier Parkway (1011-1031)				
	Hackberry Lane (831-861)				
	Prairie Drive (1110-1140)				
	Big Sur & Tahoe Parkway				
	Yosemite & Tahoe Parkway				
	Honey Locust & Lilac Drive				
	Honey Locust & Hackberry				
	Lilac & Lilac Drive				
	Yosemite Parkway (1631-1661)				
	Buckthorn & Redwood				
	Buckthorn & Magnolia				
	Crabtree & Magnolia				



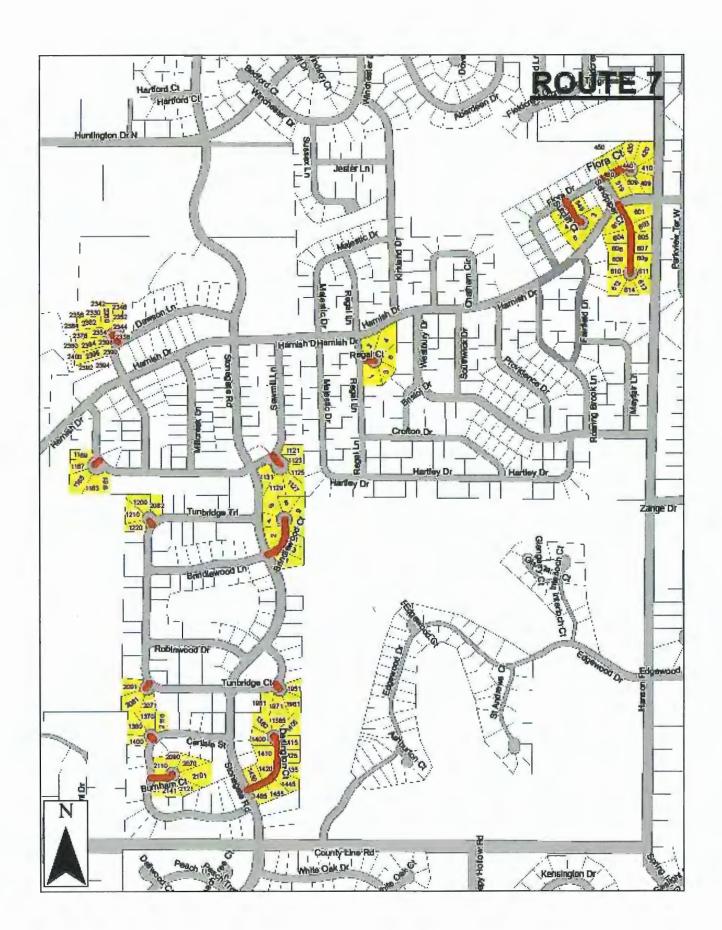
Cul-de-Sacs	
	Kingsbury Ct.
	Plymouth Ct.
	Prairie Ct.
	Ballard Ct.
	Perry Dr. Ct.
	Longwood Ct.
	Tanglewood Ct.
	Cornell Ln.
	Olin Ct.
	Pickwick Ct.
Eyebrows	Cumberland
	Cumberland
	Perry & Ballard
	Old Oak Circle (550 - 605)
	Longwood Dr. (600 - 630)
	Longwood Dr. (800 - 830)
	Powder Horn & Timberwood
	Powder Horn & Applewood



Cul-de-Sacs	
	Filip Dr.
	Twisted Oak Ct.
	Surrey Ct.
	Harper Ct. X2
	Hampton Ct.
	Hillside Ct.
	Braewood Dr. X2
	Spruce Tree Ln
	Brandywine Cir.
Eyebrows	Gaslight Drive



Cul-de-Sacs	
	Sutcliff Ct.
	Flora Dr. (Ct.)
	Sandpiper Ct.
	Regal Ct.
	Brindlewood Ct.
	Darlington Ct.
	Burnham Ct.
	Tunbridge Ct.
.	
Eyebrows	Carlisle St.
	Tunbridge Tr.
	Tunbridge Tr.
	Sawmill Ln
	Sawmill Ln
	Dawson Mill Ln



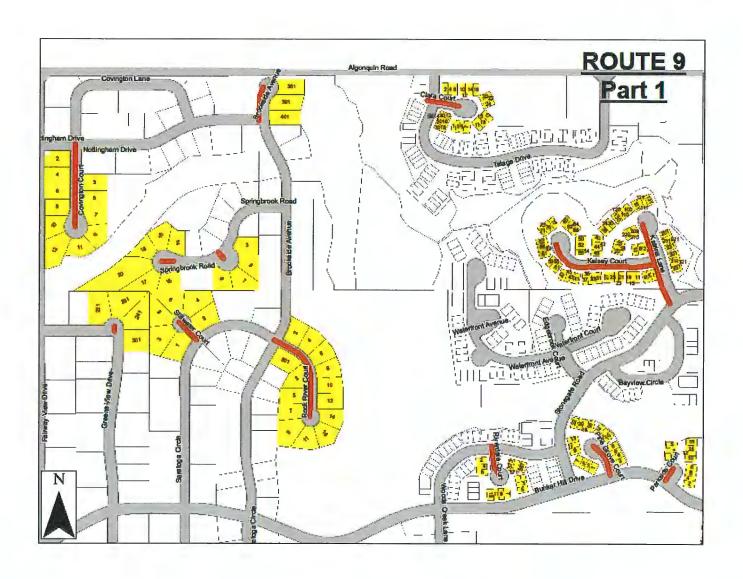
Cul-de-Sacs	
	Farmhill Ct.
	Tallgrass Ct.
	Fieldcrest Ct.
	Barrington Ct.
	Sussex Ln.
	Lake Drive Ct.
	Rochester Ct.
	Cardiff Ct.
	Hartford Ct.
	Portsmith Ct.
	Salford Ct.
	Oakleaf Ct.
	Preston Ct.
	Falcon Ridge Ct.
	Bedford Ct.
	Dover Ct.
	Windsor Ct.

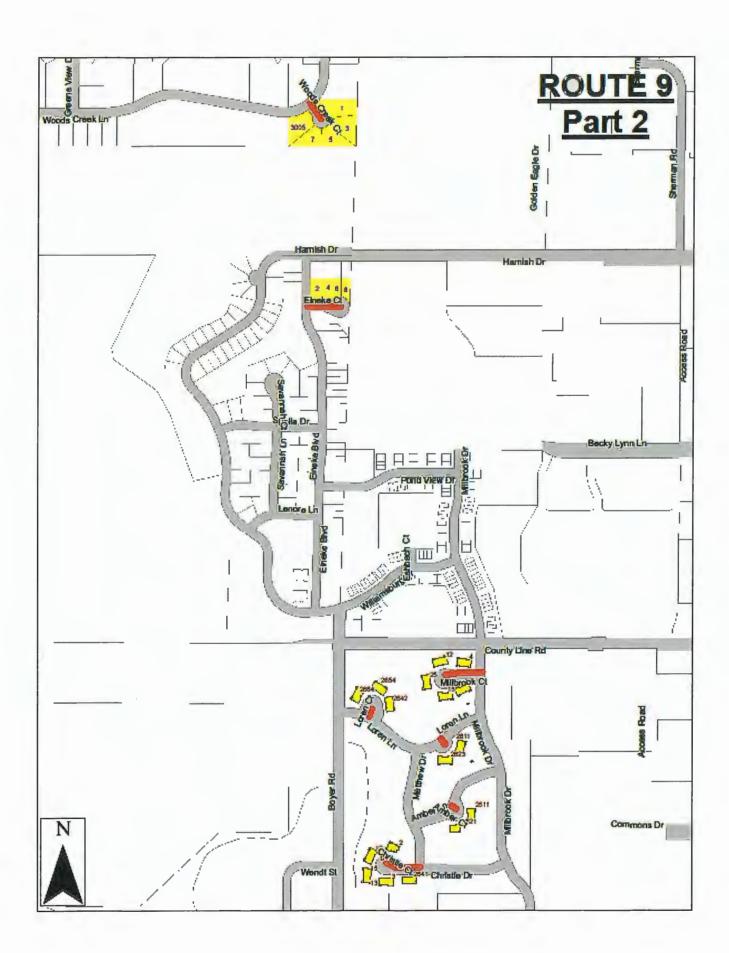
Eyebrows	
	Farmhill Dr.
	Oakleaf Cir.
	Arquilla Dr.
	Lake Drive South



<u>Cul</u>	-de-Sacs
	Woods Creek Ct.
	Millbrook Ct.
	Christie Ct.
	Amber Ct.
	Loren Ct.
	Covington Ct.
	Pine Grove Ct.
	Parkside Ct.
	Stillwater Ct.
	Riverdale Ct.
	Eineke Ct.
	Springbrook Rd. Ct.
	Brookside Ave. Ct.
	Rock River Ct.
	Clara Ct.
	Katrina Ln.
	Kelsev Ct.

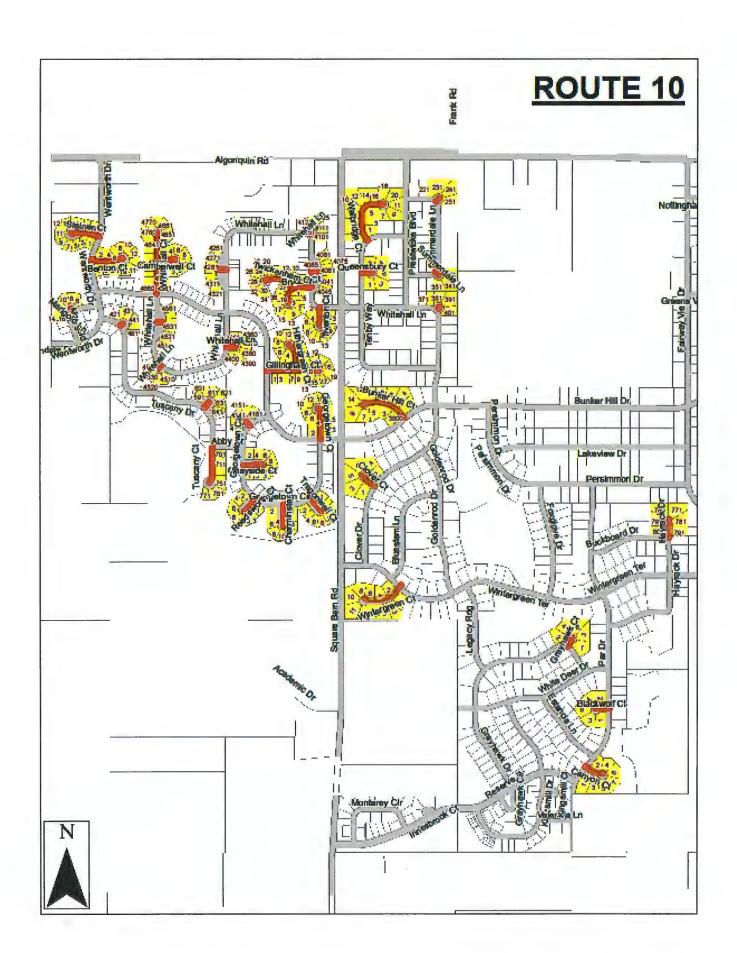
<u>Eye</u>	<u>brows</u>
	Loren Ln.
	Springbrook Rd.
	Greensview Dr.





Cul-de-Sacs	
	Hayrack Dr. (Ct.)
	Grayhawk Ct.
	Black Wolf Ct.
	Canyon Ct.
	Bunker Hill Ct.
	Clover Ct.
	Walbridge Ct.
	Queensbury Ct.
	Georgetown Ct.
	Tiverton Ct.
	Brixton Ct.
	Twickingham Ct.
	Gillingham Ct.
	Hithergreen Ct.
	Camberwell Ct.
	White Hall Ct.
	Quayside Ct.
	Reedsworth Ct.

	Charminster Ct.
	Tregonwell Ct.
	Steiner Ct.
	Benton Ct.
	Tuscany Dr. Ct.
	Wintergreen Ct.
Evolveove	
<u>Eyebrows</u>	Summerdale Ln.
	Summerdale Ln.
	Georgetown Cir.
	Whitehall & Clover Dr.
	Whitehall Dr.
	Whitehall Dr.
	Whitehall Dr.
	Whitehall Dr.
	Whitehall Dr.
	Whitehall Dr.
	Tuscany Dr.
	Tuscany Dr.
	Marigold Ln.





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 <u>Sebert Landscaping</u> for the <u>2019 Landscaping Services</u> in the amount of <u>\$342,681.00</u>, attached hereto and hereby made part hereof.

DATED this day of	, 2018
	APPROVED:
(seal)	
	John C. Schmitt, Village President
ATTEST:	
	_ by:
Gerald S. Kautz, Village Clerk	Michelle Weber, Deputy Clerk

			ONOTINE DITE OF				
Effective Date:		LLAGE OF ALG		SE AGREEMENT - V	ENDOR (Services)		
Project: Landscaping Services Location: Village-wide							
Originating	g Department		4111			, , , , , , , , , , , , , , , , , , ,	
	Owner Consultant/Vendor			Develo	Developer		
Village of A Address: 22		. Algonquin, IL.	Name: Sebert Lands Address: 1550 W. B	scaping eartlett Rd. Barlett, IL.	(where applicable)		
Phone: (847) 658-2700 Fax:				Phone:			
Contact: Ste	eve Ludwig		Contact. Shannon	Tiobali	Fax: Contact:		
SCOPE OF Y Furnish the Y	et Price of the <u>WORK</u> : Work/items deneral Contrac	escribed below in	, 20 н Spe	t is: \$ 342,681 e following plans and specification No(s): Attac dendum No(s):	hed , dated, 20		
				ent are for the duration	of project:		
QUANTITY	UNIT OF MEASURE		DESCRIPTION/IT	EMS	CONTRACT SUM	EXTENSION	
	See attached completed RFPs		\$ 342,681 NOT TO EXCEED	\$ 342,681			
					TOTAL	\$ 342,681	
Payment 2) No work Consultar Sum, at v Consultar such Serv WARRANTI Consultant/Ve FULLY INDI	is based upon beyond the SC nt/Vendor shal which point the nt/Vendor Services. IES and INDE endor agrees to EMNIFY ANE DF ANY OBLI	the attached Sched COPE OF WORK of the Owner of the Owner, Develope vices are or may be completely the skill at the Owner of the Skill at the Owner of the Skill at the Owner of the Owner of the Skill at the Owner of the Owner	dule of values and reir shall be undertaken undertaken undertaken undertaken under when the value of the rand Consultant/Venter and the suffer and efforts of a profes NER HARMLESS FF	greement between the Conbursables. Intil written authorization e Services performed equal dor shall determine the transfer of the Developed sional engineer in this at AOM ALL CLAIMS, LIP pursuant to the provision	is received from the Ornals eighty percent (80% ime remaining on the Per escrow account regarders. CONSULTANT/VIENS, FEES, AND CHA	wner. 6) of the Contract roject for which ding payment for ENDOR SHALL IRGES, AND THE	
ENTIRE AG	REEMENT E	BETWEEN THE	OWNER AND CON	E ATTACHED SUPPLESULTANT/VENDOR. ned to the Owner. Mat	No payment will be	issued unless a	
		<u>AC</u>	CEPTANCE OF PUR	CHASE AGREEMENT			
	visions herein			ccessors and assigns, do e parties hereto have exe			
CONSULTAN	IT/VENDOR:			OWNER: Village of Algonquin			
SEBERT	- LANDS	CAPE		By:			
By: Repr	esentative of V	endor authorized to	11/9/2018	Title:			
execu	ite Purchase Ag	reement		Dated:		***************************************	

Revision Date: December 31, 2009

SUPPLEMENTAL CONDITIONS

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

10. Insurance:

- 10.1 Consultant/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its commercial liability insurance policies for Consultant/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in an such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Consultant/Vendor shall furnish the Owner with a certificate of insurance and such other documentation (including a copy of all or part of the policy) at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Owner deems necessary to establish compliance with this provision.
- 10.2 Consultant/Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Consultant/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Consultant/Vendor in connection with the Work. Such performance and payment bond shall be in an amount determined by Owner.
 - 10.3 Breach of this paragraph is a material breach subject to immediate termination.
- 11. <u>Indemnity</u>: Consultant/Vendor hereby agrees to indemnify, and hold the Owner directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Consultant/Vendor, its agents, employees, subcontractors, successors and assigns. In any and all claims against the Owner or any of its agents or employees, by any employee of Consultant/Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant/Vendor assumes the entire liability for its own negligence, and as part of this Purchase Agreement waives all defenses available to Consultant/Vendor as an employer which limit the amount of Consultant/Vendor's liability to the Owner to the amount of Consultant/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.
- 12. <u>Term and Termination</u>: The term of this Purchase Agreement shall commence as of the Effective Date and shall continue until the Project is completed or the Purchase Agreement is terminated by either party, or the value of the service provided by Consultant/Vendor has reached 100% of the Contract Sum. Notwithstanding the foregoing, either party may terminate this Purchase Agreement with or without cause at any time by providing written notice within a reasonable period of time prior to termination. In the event of a termination, Consultant/Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Consultant/Vendor be entitled to any additional compensation or damages in connection with a termination hereunder.
- 13. Remedies: Consultant/Vendor shall, for the duration of this Purchase Agreement, at the discretion of the Owner and at the expense of Consultant/Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Consultant/Vendor thereunder. In the event Consultant/Vendor fails to perform under this Purchase Agreement, it will be in default and the Owner may furnish or perform the same and recover from Consultant/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner.
- 14. <u>Compliance With Laws</u>: During the performance hereunder, Consultant/Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Consultant/Vendor's compliance with any Laws or Regulations.
- 15. <u>Notices</u>: All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Purchase Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Agreement.
- 16. Records, Reports and Information: Consultant/Vendor agrees to furnish Owner with reports and information regarding the Services performed under this Purchase Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Consultant/Vendor and the results thereof. Consultant/Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Services performed under this Purchase Agreement for a minimum period of five (5) years after completion of the Services, and such records shall be subject to audit by Owner upon reasonable advance notice to Consultant/Vendor on a mutually agreed date and time.
- 17. <u>Assignment</u>: Neither party shall assign this Purchase Agreement without written consent of the other, which consent shall not be unreasonably withheld, except that Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Consultant/Vendor to the Developer/Owner (if any) identified in this Purchase Agreement.

- 18. Limitation Of Liability: In no event shall the Owner by liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law.
- 19. Waiver: Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Consultant/Vendor and Owner with respect to such future performance shall continue in full force and effect.
- 20. Controlling Law, Severability: The validly of this Purchase Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled recover its reasonable attorneys fees incurred in enforcing the terms of this Purchase Agreement. If any provision or requirement of this Purchase Agreement is declared or found to be unenforceable that balance of this Purchase Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

CONSULTANT/VENDOR:

VILLAGE OF ALGONOUIN PURCHASE ORDER INSURANCE REQUIREMENTS

A.	At all times	while providing,	performing,	or completing	the Work,	Contracto	or
(Contra	ctor/Vendor	and Vendor/Con	sultant) shall	maintain the fo	ollowing <mark>m</mark>	ninimum	insurance
coverag	ge in the form	i, and from comp	oanies, accep	table to Owner.			

1.	Commercia	l General	Liabilit	y Insurance
----	-----------	-----------	----------	-------------

Limits: Each Occurrence and in the Aggregate

\$1,000,000

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

2. Commercial Automobile Liability Insurance

Limits: Each Occurrence

\$1,000,000

3. Workers Compensation/Employers Liability Insurance

> Limits: Coverage A Limits: Coverage B

Statutory \$1,000,000

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

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

Limits: Each Occurrence and in the aggregate

\$2,000,000

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

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

Limits: Each Occurrence

\$1.000,000

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

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

- C. All required coverage shall be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.
- D. Prior to commencing work under this Agreement, the Contractor shall furnish the Village with a copy of all certificates showing the minimum coverage in insurance companies acceptable to the Village. All Certificates of Insurance required to be obtained by the Contractor shall be provide coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final pay request. All Certificates of Insurance shall name the Village as additional insured as provided in these Requirements.
- E. The Contractor agrees that the obligation to provide insurance as required is solely the Contractor's responsibility and cannot be waived by any act or omission of the Village, including, but not limited to:
 - 1. allowing work by Contractor or any subcontractor of any tier to start before receipt of Certificates of Insurance; or
 - 2. failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance received.
- F. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.
- G. Such insurance coverages and limits are minimums, and shall not be construed in any way as a limitation on the duty of the Contractor to carry adequate insurance or on Contractor's liability for losses or damages under this Contract.
- H. The Contractor shall notify the Village, in writing of any possible or potential claim for personal injury or property damage arising out of the work of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the contractor.
- I. The Contractor shall require every subcontractor of any tier, if any, not protected under the Contractor's policies, to maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor.



Village of Algonquin The Gem of the Fox River Valley

November 29, 2018

Village President and Board of Trustees:

The List of Bills dated 12/4/18, payroll expenses, and insurance premiums totaling \$1,192,726.24 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.

CDW Government	\$ 4,488.00	CISCO Smartmet Renewal
CDW Government	6,917.47	Forcepoint Web Filter & Security License Renewal
Core & Main LP	42,525.00	Meters
Kara Company, Inc.	10,574.86	PD Crash Mapping System
Landmark Ford, Inc.	39,565.00	2019 Ford F250 Truck - #606
Lexipol, LLC	6,950.00	Support & Service - PD
Morrow Brothers	20,705.00	2018 Ford Taurus Squad #204
Morrow Brothers	29,225.00	2018 Ford Explorer #05
Seeclickfix, Inc.	9,261.00	Annual License
Ultra Strobe Communications	15,844.60	Squad Equipment #05, #06 and #204
United Meters, Inc.	51,337.00	Meter Installations

Please note:

The 11/30/18 payroll expenses totaled \$545,423.33.

December 2018 insurance premiums to IPBC totaled \$153,531.08.

Tim Schloneger Village Manager

TS/mjn

Village of Algonquin

List of Bills 12/4/2018

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
AEC FIRE-SAFETY & SECUIRTY INC					
AIR TANK RESERVOIR WITH DRAIN	358.80 Vendor Total: \$358.80	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	240821	29190098
ALL STAR SPORTS INSTRUCTION INC					
FALL SESSION 1	424.00 Vendor Total: \$424.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	186177	10190149
AMERICAN PUBLIC WORKS ASSN					
HURTIG MEMBERSHIP 2/1/19-1/31/20	202.00 Vendor Total: \$202.00	PWA - EXPENSE PUB WORKS TRAVEL/TRAINING/DUES	01400300-47740-	657903 2/19-1/20	40190201
AMERICAN SOLUTIONS FOR BUSINESS					
BUCHANAN BUSINESS CARDS	13.03	SEWER OPER - EXPENSE W&S BUSI Printing & Advertising	07800400-42243-	INV03836801	70190191
BUCHANAN BUSINESS CARDS	13.03	WATER OPER - EXPENSE W&S BUSI PRINTING & ADVERTISING	07700400-42243-	INV03836801	70190191
NORTILLO BUSINESS CARDS	26.07	CDD - EXPENSE GEN GOV PRINTING & ADVERTISING	01300100-42243-	INV03836801	30190042
PARKER BUSINESS CARDS	26.07	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	INV03836801	10190262
BUSINESS CARDS-PD EMPLOYEES	167.88 Vendor Total: \$246.08	POLICE - EXPENSE PUB SAFETY PRINTING & ADVERTISING	01200200-42243-	INV03836801	20190006
ARAMARK REFRESHMENT SERVICES					
COFFEE AND SUPPLIES	393.08 Vendor Total: \$393.08	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	601354	28190021
ARAMARK UNIFORM SERVICES					
MAT SERVICES PD	25.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1591628820	28190007
MAT SERVICES PD	25.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1591637021	28190007
MAT SERVICES GMC	25.01	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1591628817	28190007
MAT SERVICES GMC	25.01	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1591637017	28190007
		BUILDING MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
MAT SERVICES WWTP	31.93	OUTSOURCED INVENTORY	28-14240-	1591637018	28190007
MAT SERVICES PW	57.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1591628819	28190007
MAT SERVICES PW	57.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1591637020	28190007
SHOP TOWELS	26.50	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	1591628818	29190003
SHOP TOWELS	26.50	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	1591637019	29190003
UNIFORMS - FLEET	37.98	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	1591628824	40190001
UNIFORMS - FLEET	85.47	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	1591628824	40190001
UNIFORMS - FLEET	37.98	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	1591637025	40190001
UNIFORMS - FLEET	85.47	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	1591637025	40190001
UNIFORMS - GENERAL SERVICES	63.05	GENERAL SERVICES PW - EXPENSE Uniforms & Safety Items	01500300-47760-	1591628823	50190005
UNIFORMS - GENERAL SERVICES	63.05	GENERAL SERVICES PW - EXPENSE Uniforms & Safety Items	01500300-47760-	1591637024	50190005
UNIFORMS - GENERAL SERVICES	71.03	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	1591628822	50190005
UNIFORMS - GENERAL SERVICES	71.03	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	1591637023	50190005
UNIFORMS - WATER/SEWER	32.14	SEWER OPER - EXPENSE W&S BUSI Uniforms & Safety Items	07800400-47760-	1591628825	70190005
UNIFORMS - WATER/SEWER	32.14	WATER OPER - EXPENSE W&S BUSI Uniforms & Safety Items	07700400-47760-	1591628825	70190005
UNIFORMS - WATER/SEWER	32.14	SEWER OPER - EXPENSE W&S BUSI Uniforms & Safety Items	07800400-47760-	1591637026	70190005
UNIFORMS - WATER/SEWER	32.14	WATER OPER - EXPENSE W&S BUSI Uniforms & Safety Items	07700400-47760-	1591637026	70190005
UNIFORMS - WWTP	41.02	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	1591637022	70190006
UNIFORMS - WWTP	76.72 Vendor Total: \$1,060.31	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	1591628821	70190006
ATLAS BOBCAT LLC					
HARNESS	232.01 Vendor Total: \$232.01	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	BN7850	29190001

BONNELL INDUSTRIES INC

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		VEHICLE MAINT. BALANCE SHEET			
THRUST WASHER/BEARING	96.63	INVENTORY	29-14220-	0182795-IN	29190005
SPINNER DISC	144.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	0182658-IN	29190005
OF INVERVENCE	144.00	VEHICLE MAINT. BALANCE SHEET	29-14220-	0102030-li v	23130000
BULK RUBBER	397.45	INVENTORY	29-14220-	0182756-IN	29190005
	Vendor Total: \$638.08				
BRISTOL HOSE & FITTING					
CIAWYEL MAN E OTRAIGUIT TUREAR	40.54	VEHICLE MAINT. BALANCE SHEET	00.44000	0005740	20400404
SWIVEL/MALE STRAIGHT THREAD	42.54	INVENTORY	29-14220-	3385719	29190104
HOSE ASSEMBLY/COUPLER/NIPPLE	172.56	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3386037	29190030
HOSE ASSEMBLY/COUPLER/NIPPLE	208.29	INVENTORY	29-14220-	3386037	29190030
	Vendor Total: \$423.39				
BUSBY INDUSTRIES INC					
		SEWER OPER - EXPENSE W&S BUSI			
BLOWER 402 REBUILD	3,776.40	MAINT - TREATMENT FACILITY	07800400-44412-	18-1110	70190220
	Vendor Total: \$3,776.40				
CARUS CORPORATION					
BIOPURGE DRUM	694.84	WATER OPER - EXPENSE W&S BUSI CHEMICALS	07700400-43342-	SLS 10071069	70190216
BIOT OTTOE BITOM	Vendor Total: \$694.84	OT LEWING ALC	07700400 40042	GEO 1007 1003	70130210
CDW LLC					
CDW LLC		CDD - EXPENSE GEN GOV			
FY19 REPLACEMENT FIELD LAPTOPS	535.77	IT EQUIPMENT & SUPPLIES	01300100-43333-	PWS5942	10190244
		GEN NONDEPT - EXPENSE GEN GOV			
FY19 CISCO SMARTNET 1-YEAR	520.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	PWR7170	10190275
FY19 CISCO SMARTNET 1-YEAR	3,070.40	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	PWR7170	10190275
FY19 CISCO SMARTNET 1-YEAR	65.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	PWR7170	10190275
FY19 CISCO SMARTNET 1-YEAR	383.80	IT EQUIPMENT & SUPPLIES	07800400-43333-	PWR7170	10190275
		WATER OPER - EXPENSE W&S BUSI			
FY19 CISCO SMARTNET 1-YEAR	65.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	PWR7170	10190275
FY19 CISCO SMARTNET 1-YEAR	383.80	IT EQUIPMENT & SUPPLIES	07700400-43333-	PWR7170	10190275
FORCEPOINT WEB FILTER AND SECURITY	5,533.97	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	PXV2840	10190309
	7,	SEWER OPER - EXPENSE W&S BUSI			
FORCEPOINT WEB FILTER AND SECURITY	691.75	IT EQUIPMENT & SUPPLIES	07800400-43333-	PXV2840	10190309
		WATER OPER - EXPENSE W&S BUSI			
FORCEPOINT WEB FILTER AND SECURITY	691.75	IT EQUIPMENT & SUPPLIES	07700400-43333-	PXV2840	10190309
	Vendor Total: \$11,941.24				

CENTEGRA OCCUPATIONAL HEALTH

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
OCTOBER PEPM MONTHLY ACTIVITIES	245.00	GEN NONDEPT - EXPENSE GEN GOV Travel/training/dues	01900100-47740-	218079	10190117
DRUG SCREENINGS - MISC EMPLOYEES	381.00	GENERAL SERVICES PW - EXPENSE PHYSICAL EXAMS	01500300-42260-	218020	10190324
DRUG SCREENINGS - MISC EMPLOYEES	53.50	SEWER OPER - EXPENSE W&S BUSI PHYSICAL EXAMS	07800400-42260-	218020	10190324
DRUG SCREENINGS - MISC EMPLOYEES	107.00	VEHCL MAINT-REVENUE & EXPENSES PHYSICAL EXAMS	29900000-42260-	218020	10190324
DRUG SCREENINGS - MISC EMPLOYEES	53.50 Vendor Total: \$840.00	WATER OPER - EXPENSE W&S BUSI Physical exams	07700400-42260-	218020	10190324
CHICAGO PARTS & SOUND LLC					
ANTENNA REPLACEMENT	47.95 Vendor Total: \$47.95	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	2-0000232	29190036
CHICAGOLAND TRENCHLESS REHABILITATION INC	:				
PIPE LINING	12,800.00	GENERAL SERVICES PW - EXPENSE MAINT - STORM SEWER	01500300-44431-	2085	40190195
PIPE LINING	900.00 Vendor Total: \$13,700.00	SEWER OPER - EXPENSE W&S BUSI MAINT - COLLECTION SYSTEM	07800400-44416-	2085	40190195
CHRISTOPHER B BURKE ENG LTD					
1575 LOWE DR FLOODPLAIN EVALUATION	375.00 Vendor Total: \$375.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	146895	30190052
COMCAST CABLE COMMUNICATION					
12/1/18-12/31/18 POLICE DEPARTMENT	4.20	POLICE - EXPENSE PUB SAFETY EQUIPMENT RENTAL	01200200-42270-	8771 10 002 0011217	10190021
11/22/18-12/21/18 HVH	104.85	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	8771 10 002 0416275	10190023
11/14/18-12/13/18 ARMSTRONG POOL	104.85 Vendor Total: \$213.90	SWIMMING POOL -EXPENSE GEN GOV TELEPHONE	05900100-42210-	8771 10 002 0452635	10190024
COMMONWEALTH EDISON					
10/10/18-11/8/18 HUNTINGTON BOOSTER	252.58	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0101073045	70190014
10/11/18-11/9/18 WELL 901	483.22	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0112085088	70190062
10/10/18-11/8/18 WILBRANDT REAR TOWER	49.31	POLICE - EXPENSE PUB SAFETY ELECTRIC	01200200-42212-	0249109037	10190003
10/10/18-11/5/18 HANSON TOWER	121.08	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	1697161042	70190016

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		WATER OPER - EXPENSE W&S BUSI			
10/10/18-11/8/18 SPRINGHILL AT COUNTYLINE	55.39	ELECTRIC	07700400-42212-	2079003028	70190022
10/10/18-11/8/18 JACOBS TOWER	71.58	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2355094078	70190017
10/10/18-11/8/18 LOWE DR LS	66.91	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3027111096	70190020
10/10/18-11/8/18 N RIVER RD LS	114.69	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3153024057	70190018
10/12/18-11/8/18 STREET LIGHTS	656.49	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	4473011035	50190006
10/10/18-11/8/18 BRITTANY HILLS LS	49.87	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	4483077090	70190021
10/10/18-11/8/18 COPPER OAKS TOWER	110.66	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	4777074007	70190015
10/10/18-11/8/18 N HARRISON ST LS	152.63	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	5239103091	70190036
10/10/18-11/8/18 RIVERFRONT LS	156.27	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	5743051108	70190019
10/10/18-11/8/18 HILLSIDE BOOSTER	107.68	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	5743093053	70190013
	Vendor Total: \$2,448.36				
COMPASS MINERALS AMERICA INC					
18-00000-00-GM SALT MFT	11,752.02	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	342465	40190200
18-00000-00-GM SALT MFT	12,654.62	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	341425	40190200
	Vendor Total: \$24,406.64				
COMPLETE CLEANING CO INC					
CLEANING SERVICES HVH	476.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C08267	28190028
CLEANING SERVICES WWTP	633.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C08264	28190028
CLEANING SERVICES PW	1,134.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C08265	28190028
CLEANING SERVICES GMC	2,182.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C08266	28190028
	Vendor Total: \$4,425.00				
CONSTELLATION NEWENERGY INC					
10/9/18-11/7/18 WOODS CREEK LS	623.35	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0107108145	70190039
9/28/18-10/30/18 RATE 23 STREET LIGHTING	33,478.14	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	4473011026	50190007

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
	Vendor Total: \$34,101.49				
CORE & MAIN LP					
METERS	42,525.00 Vendor Total: \$42,525.00	W & S IMPR EXPENSE W&S BUSI METERS & METER SUPPLIES	12900400-43348-	J745734	40190065
CRYSTAL VALLEY BATTERIES INC					
BATTERY	119.95 Vendor Total: \$119.95	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	901395	29190118
DEKALB COUNTY CLERK					
HUERTA NOTARY RENEWAL	10.00 Vendor Total: \$10.00	GS ADMIN - EXPENSE GEN GOV Travel/training/dues	01100100-47740-	HUERTA NOTARY	10190328
DIAMOND-TUFF CORPORATION					
LINE-X UNIT 606	1,175.00 Vendor Total: \$1,175.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	41527	29190121
DIRECT ENERGY MARKETING INC					
10/11/18-11/9/18 ARMSTRONG POOL	122.63	SWIMMING POOL -EXPENSE GEN GOV ELECTRIC	05900100-42212-	183170036550495	10190290
10/11/18-11/9/18 ALGONQUIN SHORE LS	653.21	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	183170036550488	70190043
10/10/18-11/8/18 BRAEWOOD LS	1,207.21	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	183170036550489	70190045
10/10/18-11/8/18 CARY BOOSTER	633.65	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	183170036550490	40190004
10/10/18-11/8/18 COUNTRYSIDE BOOSTER	145.69	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	183170036550494	70190034
10/9/18-11/8/18 GRAND RESERVE LS	690.29	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	183170036550492	70190044
10/10/18-11/7/18 WWTP	17,142.48	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	183170036550484	70190042
10/10/18-11/7/18 WTP1	3,213.19	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	183170036550485	70190028
10/10/18-11/7/18 WTP2	3,766.30	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	183170036550487	70190029
10/10/18-11/7/18 WELL 7 & 11	2,599.89	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	183170036550486	70190031
10/10/18-11/8/18 WELL 9	1,163.74	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	183170036550491	70190032
10/10/18-11/8/18 ZANGE BOOSTER	393.34	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	183170036550493	70190035

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
	Vendor Total: \$31,731.62				
EBY GRAPHICS INC					
UNIT 93 DECAL REMOVAL AND INSTALL	291.56 Vendor Total: \$291.56	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	4834	29190125
EDS RENTAL & SALES INC					
SCAFFOLDING RENTAL	26.88	WATER OPER - EXPENSE W&S BUSI Equipment rental	07700400-42270-	249610-3	40190199
ROLLER RENTAL	403.20 Vendor Total: \$430.08	GENERAL SERVICES PW - EXPENSE EQUIPMENT RENTAL	01500300-42270-	249106-3	40190199
FISHER AUTO PARTS INC					
COOLANT FILTER	12.29	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-462038	29190021
ACCESSORY DRIVE BELT	13.22	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-461015	29190021
HEATER & HVAC DELAY RELAY	18.01	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-462040	29190021
FUEL FILTER/OIL FILTER	34.28 Vendor Total: \$77.80	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-462037	29190021
FISHER SCIENTIFIC CO LLC					
LAB EQUIPMENT	204.70 Vendor Total: \$204.70	SEWER OPER - EXPENSE W&S BUSI Lab supplies	07800400-43345-	5564622	70190219
GALLS INC					
UNIFORM PURCHASE - J SUTRICK	113.00 Vendor Total: \$113.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	011158405	20190003
GESKE AND SONS INC					
ASPHALT	409.46	GENERAL SERVICES PW - EXPENSE MATERIALS	01500300-43309-	50446	50190142
ASPHALT	469.80 Vendor Total: \$879.26	GENERAL SERVICES PW - EXPENSE MATERIALS	01500300-43309-	50433	50190138
GOVTEMPSUSA LLC					
NORTILLO 11/4/18-11/17/18	2,220.75 Vendor Total: \$2,220.75	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	2666201	30190009

H & H ELECTRIC CO

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
18-00000-00-GM STREET LIGHT	4,077.40 Vendor Total: \$4,077.40	MFT - EXPENSE PUBLIC WORKS MAINT - STREET LIGHTS	03900300-44429-	31831	40190202
HANDMADE ON MAIN					
FALL SESSION 2	56.25 Vendor Total: \$56.25	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	796717	10190148
HD SUPPLY FACILITIES MAINTENANCE LTD					
LAB EQUIPMENT	342.00	SEWER OPER - EXPENSE W&S BUSI Lab supplies	07800400-43345-	728167	70190218
WTP3 - TUBING	477.51 Vendor Total: \$819.51	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	739070	70190221
HERITAGE CRYSTAL CLEAN					
SOLVENT MACHINE SERVICE & WASTE	302.09 Vendor Total: \$302.09	VEHCL MAINT-REVENUE & EXPENSES PROFESSIONAL SERVICES	29900000-42234-	15392520	29190026
HEY & ASSOCIATES INC					
NATURAL AREA MAINTENANCE	1,800.00 Vendor Total: \$1,800.00	PARK IMPR - EXPENSE PUB WORKS INFRASTRUCTURE MAINT IMPROV	06900300-43370-	18-0273-9408	40190197
HOLCIM (US) INC					
GRADE 9	495.41	GENERAL SERVICES PW - EXPENSE Materials	01500300-43309-	709787749	40190191
GRADE 9	495.41	SEWER OPER - EXPENSE W&S BUSI Materials	07800400-43309-	709787749	40190191
GRADE 9	495.41	WATER OPER - EXPENSE W&S BUSI MATERIALS	07700400-43309-	709787749	40190191
GRADE 9	498.57	GENERAL SERVICES PW - EXPENSE MATERIALS	01500300-43309-	709793378	40190193
	430.07	SEWER OPER - EXPENSE WAS BUSI	0100000-40009-	703733370	
GRADE 9	498.55	MATERIALS WATER OPER - EXPENSE W&S BUSI	07800400-43309-	709793378	40190193
GRADE 9	498.57 Vendor Total: \$2,981.92	MATERIALS	07700400-43309-	709793378	40190193
ILLINOIS CHAPTER IAEI					
MARTIN 1/23/19-1/25/19 MEETING	125.00 Vendor Total: \$125.00	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	MARTIN 2019 MEETING	30190050
ILLINOIS LAW ENFORCEMENT ADMIN PROFESSI	ONALS				

POLICE - EXPENSE PUB SAFETY

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
MORGAN 2019 MEMBERSHIP DUES	40.00 Vendor Total: \$40.00	TRAVEL/TRAINING/DUES	01200200-47740-	MORGAN 2019 DUES	20190088
ILLINOIS SECRETARY OF STATE					
2018 TAURUS/UNIT 204/TITLE & PLATES	196.00 Vendor Total: \$196.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	2018 TAURUS PLATES	29190124
INTL SOCIETY OF ARBORICULTURE					
2019 MEMBERSHIP DUES-MITCHARD	135.00	PWA - EXPENSE PUB WORKS TRAVEL/TRAINING/DUES	01400300-47740-	2019 MITCHARD	40190189
MEMBERSHIP DUES - VOIGTS	180.00	GENERAL SERVICES PW - EXPENSE TRAVEL/TRAINING/DUES	01500300-47740-	VOIGTS 2019 DUES	50190143
MEMBERSHIP DUES - LUDWIG	265.00	GENERAL SERVICES PW - EXPENSE TRAVEL/TRAINING/DUES	01500300-47740-	LUDWIG 2019 DUES	50190143
MEMBERSHIP DUES - MCFEGGAN	210.00	GENERAL SERVICES PW - EXPENSE TRAVEL/TRAINING/DUES	01500300-47740-	MCFEGGAN 2019 DUES	50190139
MEMBERSHIP DUES - PIERI	210.00	GENERAL SERVICES PW - EXPENSE TRAVEL/TRAINING/DUES	01500300-47740-	PIERI 2019 DUES	50190139
MEMBERSHIP DUES - SCHUETZ	210.00	GENERAL SERVICES PW - EXPENSE TRAVEL/TRAINING/DUES	01500300-47740-	SCHUETZ 2019 DUES	50190139
MEMBERSHIP DUES - SLOMINSKI	210.00	GENERAL SERVICES PW - EXPENSE TRAVEL/TRAINING/DUES	01500300-47740-	SLOMINSKI 2019 DUES	50190139
MEMBERSHIP DUES - SZYDLOWSKI	210.00 Vendor Total: \$1,630.00	GENERAL SERVICES PW - EXPENSE TRAVEL/TRAINING/DUES	01500300-47740-	SZYDLOWSKI 2019 DUES	50190139
IRIS MATIAS					
NISRA/B MATIAS	24.00 Vendor Total: \$24.00	RECREATION - EXPENSE GEN GOV PROFESSIONAL SERVICES	01101100-42234-	NISRA LIFE PROGRAM	
KANE COUNTY PLANNERS					
MASON/HOLIDAY FORUM-12/7/18	40.00 Vendor Total: \$40.00	CDD - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01300100-47740-	MASON HOLIDAY FORUM	30190051
KARA COMPANY INC					
CRASH MAPPING SYSTEM	10,574.86 Vendor Total: \$10,574.86	POLICE - EXPENSE PUB SAFETY SMALL TOOLS & SUPPLIES	01200200-43320-	339994	20190096
KATIE GOCK					
MILEAGE SPRA SHOWCASE	36.92 Vendor Total: \$36.92	RECREATION - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01101100-47740-	SPRA SHOWCASE 2018	10190323
KONEMATIC INC					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
DOOR MAINTENANCE AND REPAIRS	449.11 Vendor Total: \$449.11	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	861691	28190012
LANDMARK FORD INC					
2019 FORD F250 TRUCK #606	39,565.00 Vendor Total: \$39,565.00	GENERAL SERVICES PW - EXPENSE CAPITAL PURCHASE	01500300-45590-	164968	50190141
LAUTERBACH & AMEN LLP					
ACCOUNTING ASSISTANCE-OCTOBER	1,890.00 Vendor Total: \$1,890.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	32329	10190163
LAWSON PRODUCTS INC					
GALVANIZED S-HOOKS	38.85	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9306278510	28190010
WIRE	84.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9306267396	29190006
ADHESIVE/O-RING/DRILL BITS/WASHERS	714.95 V endor Total: \$837.80	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9306280872	29190006
LEXIPOL LLC					
SUPPORT & SERVICE PACKAGE	6,950.00 Vendor Total: \$6,950.00	POLICE - EXPENSE PUB SAFETY PROFESSIONAL SERVICES	01200200-42234-	26561	20190098
LORIG CONSTRUCTION COMPANY					
18-00000-00-GM ASPHALT MFT	175.00	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	181101-01	40190041
18-00000-00-GM ASPHALT MFT	306.25 Vendor Total: \$481.25	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	181102-01	40190041
LRS HOLDINGS LLC					
18-00000-00-GM STREET SWEEPING	9,956.00 Vendor Total: \$9,956.00	MFT - EXPENSE PUBLIC WORKS MAINT - STREETS	03900300-44428-	PS236270	40190194
M & A PRECISION AUTO INC					
SAFETY LANE #605	29.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	9884	29190016
SAFETY LANE #813	30.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	9884	29190016
SAFETY LANE #527	45.00	VEHICLE MAINT, BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	9884	29190016
		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SAFETY LANE #524	30.00	OUTSOURCED INVENTORY	29-14240-	9884	29190016
SAFETY LANE #522	30.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	9884	29190016
SAFETY LANE #521	30.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY 29-14240-		9884	29190016
SAFETY LANE #952	29.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	9884	29190016
SAFETY LANE #604	29.00 Vendor Total: \$252.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	9884	29190016
MANSFIELD OIL COMPANY					
DIESEL & UNLEADED FUEL	1,922.79	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	21061864	29190012
DIESEL & UNLEADED FUEL	2,152.83 Vendor Total: \$4,075.62	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	21061865	29190012
MARTELLE WATER TREATMENT	· · · · · · · · · · · · · · · · · · ·				
HYDROFLUOSILICIC ACID	8,987.20 Vendor Total: \$8,987.20	WATER OPER - EXPENSE W&S BUSI CHEMICALS	07700400-43342-	17696	70190051
MCHENRY COUNTY COUNCIL OF GOV					
NOV MEETING-SOSINE SCHMITT GLOGOWSK NOV MEETING-SOSINE SCHMITT GLOGOWSK	84.00 42.00 Vendor Total: \$126.00	GS ADMIN - EXPENSE GEN GOV ELECTED OFFICIALS EXPENSE PRESIDENTS EXPENSES	01100100-47741- 01100100-47745-	1713 1713	10190326 10190326
MENARDS CARPENTERSVILLE					
EQUIP PUMP REPAIR	31.13	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	31908	50190144
PAINT	74.50 Vendor Total: \$105.63	GENERAL SERVICES PW - EXPENSE MATERIALS	01500300-43309-	31614	50190135
MORROW BROTHERS FORD INC					
2018 FORD TAURUS SQUAD #204	20,705.00	POLICE - EXPENSE PUB SAFETY VEHICLES & EQUIP (NON-CAPITAL)	01200200-43335-	10658	20190091
NEW SQUAD #05 - EXPLORER	29,225.00 Vendor Total: \$49,930.00	POLICE - EXPENSE PUB SAFETY VEHICLES & EQUIP (NON-CAPITAL)	01200200-43335-	10659	20190090
NAPA AUTO SUPPLY ALGONQUIN					
V-BELT	7.07	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	010994	29190013
		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
RELAY	25.30 Vendor Total: \$32.37	INVENTORY	29-14220-	011917	29190013
NICOR GAS					
10/03/18-11/6/18 BATH HOUSE	39.52 Vendor Total: \$39.52	SWIMMING POOL -EXPENSE GEN GOV Natural gas	05900100-42211-	87-21-74-1000 7	10190007
NORLAB INC					
TOILET DYE PACKETS	269.50 Vendor Total: \$269.50	WATER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07700400-43348-	80678	70190223
OFFICE DEPOT					
PAPER/ADVIL/WIPES/HOT PAPER CUPS	335.35	POLICE - EXPENSE PUB SAFETY OFFICE SUPPLIES	01200200-43308-	226635500001	20190007
PENCIL LEAD	1.59	PWA - EXPENSE PUB WORKS OFFICE SUPPLIES	01400300-43308-	227749900001	40190005
BINDER CLIPS/STAPLER/PENCIL	14.60 Vendor Total: \$351.54	PWA - EXPENSE PUB WORKS OFFICE SUPPLIES	01400300-43308-	227748950001	40190005
ONE TIME PAY					
I BAKKA/CANCELLED CLASS	25.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	3604-3 FAIRYTALE PRI	
A STACHOWIAK/CANCELLED CLASS	25.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	3514-3 1ST STEP DANC	
HYD METER REFUND/1720 ALGONQUIN ROAD	338.32	WATER & SEWER BALANCE SHEET DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND	
HYD METER REFUND/VARIOUS SITES	1,049.61	WATER & SEWER BALANCE SHEET DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND	
HYD METER REFUND/ALG-GLENLOCH & COVE	1,101.37 Vendor Total: \$2,539.30	WATER & SEWER BALANCE SHEET DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND	
PARAMEDIC SERVICES OF ILLINOIS					
KITCHEN HOOD - SAPPORO TANOSHII	840.00 Vendor Total: \$840.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	2018-2078	30190004
PENTEGRA SYSTEMS LLC					
PD PROCESSING RM AUDIO ADDON	1,768.74	POLICE - EXPENSE PUB SAFETY IT EQUIPMENT & SUPPLIES	01200200-43333-	57739	10190257
PD PROCESSING RM AUDIO ADDON	3,224.58 Vendor Total: \$4,993.32	POLICE - EXPENSE PUB SAFETY IT EQUIPMENT & SUPPLIES	01200200-43333-	57738	10190257

POLICE LAW INSTITUTE INC

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
2019 SUBSCRIPTION-LEGAL UPDATE	4,180.00 Vendor Total: \$4,180.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	13733	20190095
POMPS TIRE SERVICE INC					
TIRES	635.40 Vendor Total: \$635.40	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	410625116	29190027
RALPH HELM INC					
CHAIN/BAR	80.09	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	99922	29190008
REPAIR 10 SNOW BLOWERS	106.15	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	99954	29190123
REPAIR 10 SNOW BLOWERS	138.88	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	99960	29190123
REPAIR 10 SNOW BLOWERS	180.46	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	99951	29190123
REPAIR 10 SNOW BLOWERS	248.27	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	99959	29190123
REPAIR 10 SNOW BLOWERS	248.27	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	99958	29190123
REPAIR 10 SNOW BLOWERS	262.40	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	99953	29190123
REPAIR 10 SNOW BLOWERS	266.66	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	99956	29190123
REPAIR 10 SNOW BLOWERS	360.60	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	99957	29190123
REPAIR 10 SNOW BLOWERS	360.60	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	99955	29190123
REPAIR 10 SNOW BLOWERS	395.77	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	99952	29190123
	Vendor Total: \$2,648.15				
RAY O'HERRON CO INC					
UNIFORM PURCHASE - TREML	224.10	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	1859851-IN	20190002
UNIFORM PURCHASE - PD	467.91	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	1859853-IN	20190002
	Vendor Total: \$692.01				
RED WING SHOE STORE					
BOOTS - PLACEK	169.99	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	20181114010153	40190192
BOOTS - GOAD & KORNFEIND	331.48	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	20181113010153	50190136

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
	Vendor Total: \$501.47				_
REINDERS INC					
DOOR HINGES	247.84	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1762042-00	29190066
SEAT ASSEMBLY	1,213.17 Vendor Total: \$1,461.01	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1761943-00	29190122
RJSH INC					
PARK BATHROOM CLEANING	1,700.00 Vendor Total: \$1,700.00	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	4692984	40190203
ROCK 'N' KIDS INC					
FALL SESSION 2	672.00 Vendor Total: \$672.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	ALGFII18	10190146
RUSH TRUCK CENTER					
OIL COOLER TUBE ASSEMBLY	115.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3012821097	29190037
O-RING SEALS/SLEEVE	227.10	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3012760716	29190037
OIL COOLER ASSEMBLY	1,360.00 Vendor Total: \$1,702.10	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3012820648	29190037
SEECLICKFIX INC					
SEECLICKFIX ALGONQUIN FIX IT	3,087.52	GENERAL SERVICES PW - EXPENSE IT EQUIPMENT & SUPPLIES	01500300-43333-	2017-1903	10190325
SEECLICKFIX ALGONQUIN FIX IT	1,543.00	PWA - EXPENSE PUB WORKS IT EQUIPMENT & SUPPLIES	01400300-43333-	2017-1903	10190325
SEECLICKFIX ALGONQUIN FIX IT	2,315.24	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	2017-1903	10190325
SEECLICKFIX ALGONQUIN FIX IT	2,315.24 Vendor Total: \$9,261.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	2017-1903	10190325
SNAP ON TOOLS					
TOOL-OLMSTEAD/BLUE PAINT	15.25 Vendor Total: \$15.25	VEHCL MAINT-REVENUE & EXPENSES SMALL TOOLS & SUPPLIES	29900000-43320-	11151827404	29190120
STATE TREASURER					
TRAFFIC SIGNALS	4,095.00 Vendor Total: \$4,095.00	GENERAL SERVICES PW - EXPENSE MAINT - TRAFFIC SIGNALS	01500300-44430-	54753	50190134

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
STREICHERS					
UNIFORM PURCHASE - EICHERL	109.00 Vendor Total: \$109.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11338999	20190009
SUNSHINE FILTERS OF PINELLAS					
B402 REBUILD	278.46 Vendor Total: \$278.46	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	133325	70190217
SUPERIOR ROAD STRIPING INC					
18-00000-00-GM PAVEMENT MARKING	33,492.74 Vendor Total: \$33,492.74	MFT - EXPENSE PUBLIC WORKS INFRASTRUCTURE MAINT IMPROV	03900300-43370-	700618	40190198
Susan skillman					
IMTA CONFERENCE - MILEAGE/MEALS REIMB	197.68 Vendor Total: \$197.68	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	IMTA CONFERENCE	10190327
SYMBOLARTS LLC					
OFFICER BADGES OFFICER BADGES	30.00 380.00 Vendor Total: \$410.00	POLICE - EXPENSE PUB SAFETY POSTAGE UNIFORMS & SAFETY ITEMS	01200200-43317- 01200200-47760-	0318632-IN 0318632-IN	20190087 20190087
TITAN SUPPLY					
HAND TOWELS/TP/CAN LINERS	431.00 Vendor Total: \$431.00	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	25220	28190022
TODAYS UNIFORMS					
UNIFORM PURCHASE - TREML	85.90 Vendor Total: \$85.90	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	165144	20190004
TOM PECK FORD OF HUNTLEY INC					
BRACKET	55.87 Vendor Total: \$55.87	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	27700	29190028
TYLER BUSINESS FORMS					
2018 W2 & 1099 FORMS	183.72	GS ADMIN - EXPENSE GEN GOV PRINTING & ADVERTISING	01100100-42243-	INVOICE-23206	10190330
2018 W2 & 1099 FORMS	39.37	SEWER OPER - EXPENSE W&S BUSI PRINTING & ADVERTISING	07800400-42243-	INVOICE-23206	10190330
2018 W2 & 1099 FORMS	39.37	WATER OPER - EXPENSE W&S BUSI Printing & Advertising	07700400-42243-	INVOICE-23206	10190330

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
	Vendor Total: \$262.46				_
ULTRA STROBE COMMUNICATIONS INC					
SQUAD #204 EQUIPMENT	3,537.40	POLICE - EXPENSE PUB SAFETY VEHICLES & EQUIP (NON-CAPITAL)	01200200-43335-	074860	20190092
SQUAD #06 EQUIPMENT	3,762.30	POLICE - EXPENSE PUB SAFETY VEHICLES & EQUIP (NON-CAPITAL) POLICE - EXPENSE PUB SAFETY	01200200-43335-	074861	20190094
SQUAD #05 EQUIPMENT	8,544.90	VEHICLES & EQUIP (NON-CAPITAL)	01200200-43335-	074862	20190093
ANTENNA KIT	35.85 Vendor Total: \$15,880.45	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	074835	29190119
UNITED METERS INC					
METER INSTALLATIONS	16,198.00	W & S IMPR EXPENSE W&S BUSI METERS & METER SUPPLIES	12900400-43348-	3127	40190196
METER INSTALLATIONS	17,264.00	W & S IMPR EXPENSE W&S BUSI METERS & METER SUPPLIES	12900400-43348-	3124	40190196
METER INSTALLATIONS	18,785.00 Vendor Total: \$52,247.00	W & S IMPR EXPENSE W&S BUSI METERS & METER SUPPLIES	12900400-43348-	3125	40190196
US BANK EQUIPMENT FINANCE					
RICOH MPC3003 COPIER 12/14/18	156.00	POLICE - EXPENSE PUB SAFETY LEASES - NON CAPITAL	01200200-42272-	371376245	10190031
RICOH MP5054SP COPIER 12/14/18	200.00 Vendor Total: \$356.00	POLICE - EXPENSE PUB SAFETY LEASES - NON CAPITAL	01200200-42272-	371376211	10190032
VARITECH INDUSTRIES INC					
PUMP ASSEMBLY	363.33 Vendor Total: \$363.33	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	IN060-1014233	29190020
VERIZON WIRELESS SERVICES LLC					
11/13/18 STATEMENT	122.08	BLDG MAINT- REVENUE & EXPENSES TELEPHONE	28900000-42210-	9818379359	10190333
11/13/18 STATEMENT	370.42	CDD - EXPENSE GEN GOV TELEPHONE	01300100-42210-	9818379359	10190333
11/13/18 STATEMENT	8.70	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	9818379359	10190333
11/13/18 STATEMENT	730.36	GENERAL SERVICES PW - EXPENSE TELEPHONE	01500300-42210-	9818379359	10190333
11/13/18 STATEMENT	454.27	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	9818379359	10190333
11/13/18 STATEMENT	438.29	POLICE - EXPENSE PUB SAFETY TELEPHONE	01200200-42210-	9818379359	10190333

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
11/13/18 STATEMENT	188.12	PWA - EXPENSE PUB WORKS TELEPHONE	01400300-42210-	9818379359	10190333
11/13/18 STATEMENT	56.04	RECREATION - EXPENSE GEN GOV TELEPHONE	01101100-42210-	9818379359	10190333
11/13/18 STATEMENT	503.07	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	9818379359	10190333
11/13/18 STATEMENT	112.08	VEHCL MAINT-REVENUE & EXPENSES TELEPHONE	29900000-42210-	9818379359	10190333
11/13/18 STATEMENT	WATER OPER - EXPENSE W&S BUSI 533.14 TELEPHONE Vendor Total: \$3,516.57		07700400-42210-	9818379359	10190333
VILLAGE OF ALGONQUIN					
PETTY CASH REIMBURSEMENT	60.00 Vendor Total: \$60.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	11/12/18 REQUEST	20190089
WALMART COMMUNITY					
EARLY CHILDHOOD - FALL	8.28	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	829700386900	10190113
EARLY CHILDHOOD - FALL	12.96	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	829000630507	10190113
EARLY CHILDHOOD - FALL	25.30	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	830400446113	10190113
HOLIDAY LIGHTS PAPER	2.47 Vendor Total: \$49.01	GS ADMIN - EXPENSE GEN GOV ENVIRONMENTAL PROGRAMS	01100100-47743-	830600641640	10190304
WATER WELL SOLUTIONS					
WELL 11	3,400.00 Vendor Total: \$3,400.00	WATER OPER - EXPENSE W&S BUSI MAINT - WELLS	07700400-44418-	447650	70190224
WESSPUR TREE EQUIPMENT INC					
GROUNDSKEEPER RAKES	99.97 Vendor Total: \$99.97	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	SO-318509	28190070
ZUKOWSKI ROGERS FLOOD & MCARDLE					
TRAFFIC CASES/ORDINANCE VIOLATIONS	7,250.00	POLICE - EXPENSE PUB SAFETY Legal services	01200200-42230-	134615	
PLANNING/ZONING/BLDG COMMISSIONER	1,793.75	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	134615	
PERSONNEL MATTERS	568.75	G3 ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	134615	
PERSONNEL MATTERS	743.75	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	134615	

Vendor Invoice Description	Amount	Account Description	Account	Invoice Purchase Order
PERSONNEL MATTERS	131.25	PWA - EXPENSE PUB WORKS LEGAL SERVICES	01400300-42230-	134615
MISCELLANEOUS	175.00	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	134615
MISCELLANEOUS-COSTS ADVANCED	11.00	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	134615
MUNICIPAL CODE	43.75	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	134615
POLICE DEPARTMENT	175.00	POLICE - EXPENSE PUB SAFETY Legal services	01200200-42230-	134615
MEETINGS	1,400.00	GS ADMIN - EXPENSE GEN GOV Legal Services	01100100-42230-	134615
PUBLIC WORKS/STREETS	43.75	STREET IMPROV- EXPENSE PUBWRKS LEGAL SERVICES	04900300-42230-	134615
PUBLIC WORKS/SEWER	393.75	GENERAL SERVICES PW - EXPENSE Legal Services	01500300-42230-	134615
PUBLIC WORKS/SEWER	393.75	SEWER OPER - EXPENSE W&S BUSI Legal Services	07800400-42230-	134615
TRAFFIC/ORD VIOLATIONS-MUN COURT	343.75	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	134615
TRAFFIC/ORD VIOLATIONS-MUN COURT	281.25	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	134615
VILLAGE PROPERTY MATTERS/MISCELLANEC	1,662.50	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	134615
VILLAGE PROPERTY MATTERS/MISCELLANEC	1,837.50	STREET IMPROV- EXPENSE PUBWRKS LAND ACQUISITION	04900300-45595-	134615
LUUCK PARTNERSHIP EMINENT DOMAIN	1,006.25	STREET IMPROV- EXPENSE PUBWRKS LEGAL SERVICES STREET IMPROV- EXPENSE PUBWRKS	04900300-42230-	134615
LUUCK PART EMINENT DOMAIN-COSTS ADV	337.10	LEGAL SERVICES STREET IMPROV- EXPENSE PUBWRKS	04900300-42230-	134615
TIF Vene	218.75 dor Total: \$18,810.60	LEGAL SERVICES	04900300-42230-	1346158

REPORT TOTAL: \$493,771.83

Village of Algonquin

List of BIIIs 12/4/2018

FUND RECAP:

DESCRIPTION	DISBURSEMENTS
GENERAL	231,733.61
MFT	72,414.03
STREET IMPROVEMENT	3,443.35
SWIMMING POOL	267.00
PARK IMPROVEMENT	1,800.00
WATER & SEWER	66,609.27
WATER & SEWER IMPROVEN	94,772.00
BUILDING MAINT. SERVICE	6,181.03
VEHICLE MAINT. SERVICE	16,551.54
	493,771.83
	GENERAL MFT STREET IMPROVEMENT SWIMMING POOL PARK IMPROVEMENT WATER & SEWER WATER & SEWER IMPROVEM BUILDING MAINT. SERVICE

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

DATE:	APPROVED BY:



VILLAGE OF ALGONQUIN SCHEDULE OF MEETINGS

December 3, 2018

THE FOLLOWING MEETINGS ARE SCHDULED TO BE HELD A 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.)

December 4, 2018	Tuesday	7:25 PM	Liquor Commission Special Meeting	GMC
December 4, 2018	Tuesday	7:30 PM	Village Board Meeting	GMC
December 10, 2018	Monday	7:30 PM	Public Hearing (Light of Christ and Sky Stream Car Wash)	GMC
December 10, 2018	Monday	7:30 PM	Planning and Zoning Commission Meeting	GMC
December 11, 2018	Tuesday	7:30 PM	Committee of the Whole Meeting	GMC
December 12, 2018	Wednesday	7:00 PM	Historic Commission Meeting	HVH
December 15, 2018	Saturday	8:30 AM	Historic Commission Workshop	HVH
December 18, 2018	Tuesday	7:30 PM	Village Board Meeting	GMC
December 22, 2018	Saturday	8:30 AM	Historic Commission Workshop – Cancelled	HVH
December 25, 2018	Tuesday	7:30 PM	Committee of the Whole Meeting - Cancelled	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.