

**VILLAGE OF ALGONQUIN
VILLAGE BOARD MEETING**

November 5, 2019

7:30 p.m.

2200 Harnish Drive

-AGENDA-

- 1. CALL TO ORDER**
- 2. ROLL CALL – ESTABLISH QUORUM**
- 3. PLEDGE TO FLAG**
- 4. ADOPT AGENDA**
AUDIENCE PARTICIPATION
(Persons wishing to address the Board must register with the Village Clerk prior to call to order.)
- 5. PROCLAMATIONS**
 - A. THE VILLAGE OF ALGONQUIN PROCLAIMS NOVEMBER AS NATIONAL AMERICAN INDIAN HERITAGE MONTH**
 - B. THE VILLAGE OF ALGONQUIN PROCLAIMS NOVEMBER 4, 2019 COLOR MY WORLD ORANGE DAY**
- 6. APPOINTMENTS – PRESIDENT SCHMITT**
All Appointments Require the Advice and Consent of the Village Board.
 - A. Electrical Commission Member – John “Josh” L. Swider III**
- 7. CONSENT AGENDA/APPROVAL:**
All items listed under Consent Agenda are considered to be routine by the Village Board and may be approved and/or accepted by one motion with a voice vote.
 - A. APPROVE MEETING MINUTES:**
 - (1) Village Board Meeting Held October 15, 2019
 - (2) Committee of the Whole Meeting Held October 15, 2019
 - (3) Public Hearing for The Colosseum Project Held October 15, 2019
- 8. OMNIBUS AGENDA/APPROVAL:**
The following Ordinances, Resolutions, or Agreements are considered to be routine in nature and may be approved by one motion with a roll call vote.
(Following approval, the Village Clerk will number all Ordinances and Resolutions in order.)
 - A. PASS ORDINANCES:**
 - (1) Pass an Ordinance Approving a Final Planned Unit Development for a Warehouse Industrial Building on Lot 2 of Algonquin Corporate Campus (Advantage Moving and Storage – 2621 Corporate Parkway)
 - (2) Pass abating a portion of taxes heretofore levied to pay principal of and interest on certain General Obligation Refunding Bonds, Series 2013
 - B. ADOPT RESOLUTIONS:**
 - (1) Pass a Resolution Accepting and Approving a Development Agreement with Advantage Moving and Storage, Inc.
 - (2) Pass a Resolution Accepting and Approving an Agreement with Encap Construction Group for the Woods Creek Reach 4 Restoration Project in the Amount of \$414,186.70
 - (3) Pass a Resolution Accepting and Approving an Agreement with Applied Ecological Services for the Construction Management Services for the Woods Creek Reach 4 Restoration Project in the Amount of \$18,000.00
- 9. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA**
- 10. APPROVAL OF BILLS FOR PAYMENT AND PAYROLL EXPENSES AS RECOMMENDED BY THE VILLAGE MANAGER**
 - A. List of Bills Dated November 5, 2019 totaling \$4,032,614.67**
- 11. COMMITTEE OF THE WHOLE:**
 - A. COMMUNITY DEVELOPMENT**
 - B. GENERAL ADMINISTRATION**
 - C. PUBLIC WORKS & SAFETY**
- 12. VILLAGE CLERK’S REPORT**
- 13. STAFF COMMUNICATIONS/REPORTS, AS REQUIRED**
- 14. CORRESPONDENCE**
- 15. OLD BUSINESS**
 - A. Recreational Cannabis**
- 16. NEW BUSINESS**
 - A. Approve a Special Event Permit for the Lion’s Club Christmas Tree Sale**
- 17. EXECUTIVE SESSION**
 - A. Land Acquisition**
- 18. ADJOURNMENT**



**NATIONAL SOCIETY DAUGHTERS OF THE AMERICAN REVOLUTION
AMERICAN INDIANS COMMITTEE**

Proclamation

National American Indian Heritage Month

WHEREAS, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

WHEREAS, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today, and

WHEREAS, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November, as National American Indian Heritage Month; and

WHEREAS, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned;

NOW THEREFORE, I John C. Schmitt, by virtue of the authority vested in me as Village President of the Village of Algonquin do hereby proclaim November as the National American Indian Heritage Month, in Algonquin, Illinois, and urge all our citizens to observe this month with appropriate programs, ceremonies and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Algonquin to be affixed this 5th day of November, the year of our Lord two thousand and nineteen.

(seal)

John C. Schmitt, Village President

ATTEST:

Gerald S. Kautz, Village Clerk

PROCLAMATION

Whereas, Complex Regional Pain Syndrome (CRPS), also known as Reflex Sympathetic Dystrophy (RSD) is a nerve disorder that causes chronic pain that usually affects an arm or a leg ; and

Whereas, it typically develops after an injury, a surgery, a stroke or a heart attack.

Whereas, the symptoms of CRPS/RSD are often described as a pain that is out of proportion to the severity of the initial injury that includes extreme sensitivity to touch; and

Whereas, the signs and symptoms are burning sensations, throbbing pain, swelling of the painful area, changes in skin color and skin temperature, muscle spasms, muscle tremors, muscle weakness and loss (atrophy); and

Whereas, CRPS/RSD is the highest rated pain syndrome on the McGill pain scale and is now considered a Suicide Disease; and

Whereas, there are over 200,000 people suffering with an estimated 50,000 new cases occurring every year in the USA

Whereas, while CRPS/RSD was first identified during the Civil War, it remains a poorly understood condition. There is no cure; and

Whereas, the National Institute of Neurological Disorders and Stroke and other institutes of the National Institutes of Health support research relating to CRPS/RSD; and

Whereas, during the month of November, members of the CRPS/RSD will be spreading awareness regarding this poorly understood pain disorder. To that end, on November 4th, 2019, the sixth annual *Color the World Orange Day* will be held to bring much needed attention to this disease.

Now, Therefore: I John C. Schmitt, President of the Village of Algonquin, do hereby proclaim November 4, 2019, *Color the World Orange Day*.

(seal)

John C. Schmitt, Village President

ATTEST:

Gerald S. Kautz, Village Clerk

A P P O I N T M E N T

I, John C. Schmitt, duly appointed and qualified President of the Village of Algonquin, Illinois, Counties of McHenry and Kane, do hereby proclaim and make the following appointments and request the Advice and Consent of the Board of Trustees.

ELECTRICAL COMMISSION

NAME

POSITION

TERM

John L. Swider III

Member

11/05/2019 - 04/30/2021

Dated this 5th day of November 2019

John C. Schmitt, Village President

ADVICE AND CONSENT OF APPOINTMENT

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

(SEAL)

ATTEST: _____
Gerald S. Kautz, Village Clerk

by: _____
Michelle Weber, Deputy Village Clerk



MINUTES OF THE REGULAR MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF
ALGONQUIN, McHENRY & KANE COUNTIES, ILLINOIS HELD IN THE VILLAGE
BOARD ROOM ON OCTOBER 15, 2019

CALL TO ORDER: Village President John Schmitt called the meeting to order at 7:30 P.M. Deputy Village Clerk Michelle Weber called the roll.

Trustees Present: Jim Steigert, Janice Jasper, Jerrold Glogowski, Debby Sosine, Laura Brehmer; John Spella. Also in attendance; Village President, John Schmitt

Staff in Attendance: Tim Schloneger, Village Manager; Robert Mitchard, Public Works Director; Russ Farnum, Community Development Director; Ben Mason, Senior Planner; Police Chief, John Bucci; Comptroller, Susan Skillman; Attorney, Kelly Cahill; and Deputy Village Clerk Michelle Weber

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

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

Voice vote; ayes carried.

AUDIENCE PARTICIPATION:

None

PROCLAMATION: Read by Deputy Clerk Weber

The Village of Algonquin Commends Eastview Elementary School

APPOINTMENT:

(1) Moved by Sosine, seconded by Spella, to advice and consent to the appointment of Erin Linden as Member of the Public Arts Commission for a term to expire May 3, 2021.

Voice vote; ayes carried

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

A. APPROVE MEETING MINUTES:

(1) Village Board Meeting Minutes October 1, 2019

(2) Committee of the Whole Meeting Minutes October 8, 2019

Moved by Spella seconded by Glogowski, to approve the Consent Agenda of October 15, 2019.

Voice vote; ayes carried.

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

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

A. PASS ORDINANCES:

(1) **2019-O-32;** Pass and Approve an Ordinance Amending the Municipal Code of the Village of Algonquin by the Addition of Section 32.09 in Chapter 32, Occupation and Other Taxes, Imposing a Municipal Cannabis Retailers' Occupation Tax

(2) **2019-O-33;** Pass and Approve 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

B. ADOPT RESOLUTIONS:

(1) **2019-R-72;** Pass a Resolution Accepting and Approving an Agreement with Artistic Design Services for the Downtown Holiday Decorations in the amount of \$26,133.67

(2) **2019-R-73;** Having no bidders submit, we hereby authorize Passing a Resolution Accepting and Approving an Agreement with Abbey Paving for the Algonquin Lakes Basketball Court Rebuild Project in the Amount of \$50,087.02

(3) **2019-R-74;** Pass a Resolution Accepting and Approving an Agreement with Trees R Us for 2019/2020 Winter Tree Pruning Services in the amount of \$149,313.75

(4) **2019-R-75;** Pass a Resolution Accepting and Approving an Amendment to the Contract with Christopher Burke Engineering for the Engineering Services for the Terrace Hill Improvement Infrastructure Repairs and Rehabilitation Project in the Amount of \$31,328.00

(5) **2019-R-76;** Pass a Resolution Accepting and Approving an Intergovernmental Agreement with McHenry County for McHenry County Gang Task Force

Moved by Steigert, seconded by Sosine, to approve the Omnibus Agenda.
Roll call vote: voting aye – Steigert, Jasper, Glogowski, Sosine, Brehmer, Spella.
Motion carried; 6-ayes, 0-nays.

APPROVAL OF BILLS: Moved by Glogowski, seconded by Brehmer, to approve the List of Bills for payment for October 15, 2019 in the amount of \$1,528,778.21 including payroll expenses as recommended for approval.
Roll call vote: voting aye – Steigert, Jasper, Glogowski, Sosine, Brehmer, Spella.
Motion carried: 6-ayes, 0-nays.

PAYMENT OF BILLS:

General	\$108,096.52
Cemetery	2,443.00
MFT	145,633.90
Street Improvement	40,828.53
Swimming Pool	600.20
Park Improvement	222,627.22
Water & Sewer	53,502.11
Water & Sewer Improvement	464,762.90
Building Maintenance	3,310.00
Vehicle Maintenance Service	22,467.67
Total	\$1,064,272.05

COMMITTEE & CLERK'S REPORTS:

UNDER COMMITTEE OF THE WHOLE
None

VILLAGE CLERK'S REPORT
Deputy Clerk Weber reported the future Village meeting schedule.

STAFF REPORTS:

ADMINISTRATION: Tim Schloneger
1. It was published in the Public Management Magazine that ICMA recognized the Village of Algonquin for their commitment to the principles of performance management and effective communication of their performance data with residents and peer communities. We were the only municipality in Illinois to earn this award for excellence, and one of only 63 nationally.

COMMUNITY DEVELOPMENT: Russ Farnum
1. The former Gander Mountain building is close to having a new tenant;
2. The Village of Cary has now taken ownership of the lake and public park lands around the Meyer Material property north of Klasen Road. Per our intergovernmental agreement (IGA) with Cary, CD Staff will be working with Cary staff to disconnect the territory from Algonquin so it can be annexed to Cary. Through this process CD staff will make sure the mutual understandings by our communities will be fulfilled per the IGA and our various discussions;
3. New table tents, postcards and receipt cards have been printed and distributed to downtown businesses that highlight all of the shopping and dining opportunities in the Old Town District.

POLICE DEPARTMENT: Chief Bucci
1. The annual conference for the International Chiefs of Police (IACP) will be held in Chicago from October 25th-29th. This year local chief Steve Casstevens from Buffalo Grove PD will be sworn in as President. Illinois has had a president each decade since 1940, with the past president being Chief Russ Laine from Algonquin. Several members from the PD will be attending the conference and we look forward to the training courses and networking throughout the event.

PUBLIC WORKS: Robert Mitchard
1. The Downtown Bridge to open to south bound traffic this week;
2. Archway should be installed this week;
3. Parking lot patching will take place next week;
4. Spectrum underground utilities being installed.

VILLAGE ATTORNEY: Kelly Cahill

1. Her staff has been working on Ordinances, Community Development and Property items.

CORRESPONDENCE & MISCELLANEOUS:

OLD BUSINESS: None

NEW BUSINESS:

- A. Presentation and Motion to Accept the Comprehensive Annual Financial Report, Auditor's Communication to the Board of Trustees, Management Letter, and the Report on Supplementary Information and Report on Management's Assertion of Compliance with Public Act 85-1142, all for the Fiscal Year Ended April 30, 2019.

Following the presentation, it was moved by Sosine and seconded by Brehmer; to accept and approve the Fiscal Year Ending April 30, 2019 Comprehensive Annual Financial Report.

Roll call vote: voting aye – Steigert, Jasper, Glogowski, Sosine, Brehmer, Spella.

Motion carried: 6-ayes, 0-nays.

EXECUTIVE SESSION:

None

ADJOURNMENT: There being no further business, it was moved by Spella, seconded by Sosine, to adjourn.

Voice vote; ayes carried.

The meeting was adjourned at 7:56 p.m.

Submitted:

Approved this 5th day of November, 2019

Deputy Village Clerk, Michelle Weber

Village President, John Schmitt



**Village of Algonquin
Minutes of the Committee of the Whole Meeting
Held in Village Board Room
October 15, 2019**

AGENDA ITEM 1: Roll Call – Establish a Quorum

Trustee Jim Steigert, Chairperson, called the Committee of the Whole meeting to order at 7:56 p.m. Present: Trustees Jim Steigert, Janis Jasper, Jerry Glogowski, Debby Sosine, Laura Brehmer, John Spella, and President Schmitt. A quorum was established.

Staff Members Present: Village Manager, Tim Schloneger; Community Development Director, Russ Farnum; Senior Planner, Ben Mason; Public Works Director, Robert Mitchard; Police Chief, John Bucci; Comptroller, Susan Skillman; Deputy Village Clerk, Michelle Weber; and Village Attorney, Kelly Cahill.

AGENDA ITEM 2: Public Comment – Audience Participation
None

AGENDA ITEM 3: Community Development

A. Consider a Final PUD request for Advantage Moving on Lot 2 of the Algonquin Corporate Campus

Mr. Mason presented

Mr. Michael Ritter, representative of RSR Associates, LLC, has submitted a petition for Final Planned Unit Development, for construction of a 40,600 square foot industrial warehouse building. This building will be located within the Algonquin Corporate Campus – directly east of the petitioner's existing Advantage Moving and Storage facility – on a 2.88-acre vacant property on the south side of Corporate Parkway. The subject property is Lot 2 in the Algonquin Corporate Campus and has an address of 2621 Corporate Parkway. The lot was recently purchased by the owners of Advantage Moving and Storage, who will be relocating approximately ten (10) employees from a warehouse in another community in which they are currently renting space.

Staff Comments:

The developer shall be required to modify the plans to address any additional comments or concerns identified by Public Works, the Village's Engineering Firm, Fire District, and the Police Department. Outlined below are some of the highlights of the proposal:

Site / Engineering – Access to the property will be off Corporate Parkway, and the developer is proposing the entrance at the northeast corner of the property to align with the proposed flow of trucks and vehicular traffic that will utilize the drive aisle on the far east side of the building. The developer shall provide turning radius exhibit demonstrating that there will not be a conflict with the existing median on Corporate Parkway for semi-tractor trailers that would make a westbound left-turn out onto Corporate Parkway.

A total of 50 parking spaces will be provided on the site, divided between standard passenger vehicle parking alongside the front of the building, and another row of parking stalls with greater depth on the south end of the property for semi-tractor trailer trucks. Considering the new warehouse building will have approximately ten (10) employees, the passenger vehicle parking is sufficient at this time and the developer is proposing to reserve another 25 spaces at the north end of the property adjacent to Corporate Parkway should additional parking be needed in the future. This area for "future parking in reserve" is shown on the landscape plan to be initially landscaped with a mix of trees and shrubs.

Truck loading docks will be located at the rear of the building. The proposed parking for semi-tractor trailers at the south end of the property will adequately serve the needs of Advantage Moving and

Storage and allow the business to relocate the semi-tractor trucks that have been parking in the nearby church lot on Boyer Road the past number of years.

Landscaping – Significant landscaping is proposed around the perimeter of the site, with the exception of the rear property line which will require the incorporate of attractive trees and shrubs similar to the rest of the property. Village Staff supports the relatively narrow 10' landscape setbacks proposed for the east and south sides of the property, as the neighboring properties already offer or are planned for substantial landscape and open space areas adjacent to this property. In light of the fact a significant portion of the front landscape setback along Corporate Parkway is proposed for conversion to additional parking if / when needed in the future, Village Staff recommends the installation of a dense row of arborvitae shrubs or similar landscape screening treatment in the 15-foot area that would not be disturbed directly adjacent to and south of the sidewalk.

Architecture / Building – The warehouse building will be constructed of precast concrete panels and the main field of the building will alternate between off-white and muted-blue color tones. To provide additional architectural interest, the same alternating color palette of off-white and blue precast panels proposed for the front façade shall be continued around the sides and rear of the building as well. All mechanical equipment and utility meters shall be screened from view or painted to match the building. The buildings' window framing system shall be black or a dark bronze.

The warehouse building will serve Advantage Moving and Storage, but will be constructed with flexible floor plan space so that a portion could be sublet to another tenant in the future if needed.

Additionally, the developer will be keeping the subject property's existing status as a separate parcel from Advantage Moving and Storage's lot, to retain the option in the future of selling the new warehouse building off to a separate company though there are no plans or desire to do so at the present time. Due to this possibility of Lot 2 having separate ownership in the future, Staff recommends the developer provide for cross-access in perpetuity – either in the form of an easement or covenant – between this parcel and the existing Advantage Moving & Storage property to the west.

Staff Recommendations: Approval of the Final Planned Unit Development, consistent with the plans submitted by the developer and the following conditions:

1. The site construction, utility installation and grading shall not commence until a Site Development Permit has been issued by the Village and all offsite and onsite utilities serving the subject property shall be underground, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency.

2. The Engineering Plans prepared by Morris Engineering, Inc. with the latest revision date of September 16, 2019 shall be revised to incorporate the comments noted below and in the October 9, 2019 memorandum from Christopher Burke Engineering, the September 27, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and subject to Public Works approval. The revised engineering plans shall show the location of a trash enclosure on the site.

3. The Landscape Plan as prepared by Sebert Landscaping Co. with the latest revision date of September 18, 2019, shall be revised to incorporate the comments noted below and in the October 9, 2019 memorandum from Christopher Burke Engineering, the September 27, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and subject to Public Works approval. The proposed tree species shall be revised to provide a total of four (4) deciduous shade tree species in equal quantities to meet the Village's diversity requirements. It is recommended the proposed Red Maple and Linden trees – which do not typically fare well in the local area – be replaced with alternative species from the Village's approved tree list. An attractive mix of trees and shrubs shall be incorporated within the rear landscape setback area. A dense row of arborvitae shrubs or similar landscape screening treatment shall be added within the 15-foot landscape setback along Corporate Parkway that would remain should the portion designated for future parking held in reserve ever be constructed.

4. The Photometric Plan, as prepared by PG Enlighten, with the latest revision date of September 17, 2019 shall be revised to shall be revised to incorporate the comments noted below and in the October 9, 2019 memorandum from Christopher Burke Engineering, the September 27, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and subject to Public Works approval. The parking lot light fixtures shall meet Village standards with 25 foot poles, metal halide

or LED lights, lens flush with the housing, downcast lighting, all flat black in color. The building mounted lights shall be downcast, lens flush with housing and metal halide or LED, and black in color. No trespass light shall encroach onto the adjacent parcels to the east and south. The developer shall submit spec sheets of the proposed light fixtures for review by the Village Engineer. The Village Board shall have the right to review light levels and require a change if deemed inappropriate light levels.

5. The building shall be constructed to be consistent with the architectural elevations as prepared by DDCA Architects, with the latest revision date of October 9, 2019. To provide additional architectural interest, the same alternating color palette of off-white and blue precast panels proposed for the front façade shall be continued around the sides and rear of the building as well. In addition, all mechanical equipment and utility meters shall be screened from view or painted to match the building. The buildings' window framing system shall be black or a dark bronze. Should the current or future owner of the building ever propose re-painting the exterior façade, the color palette shall be subject to approval by the Village.

6. A monument sign is permitted for this lot and shall be constructed out of materials to match the building and follow the Village's Sign Code requirements with regards to location and size. A single name and address identifying the overall property may be featured on the sign. A rendering of the monument sign shall be reviewed and approved by Community Development Department staff prior to construction.

7. The developer shall provide for cross-access in perpetuity – either in the form of an easement or covenant – between this parcel and the existing Advantage Moving & Storage property to the west.

8. All roof-mounted or ground located mechanical equipment shall be screened with an appropriate architectural element or landscaping.

9. The Private Property Enforcement Agreement shall be executed with the Algonquin Police Department prior to the issuance of any Certificate of Occupancies.

10. No materials or products may be stored outside the building at any time.

Following clarification of storm water management, parking, and property maintenance standards, it was the consensus of the Committee of the Whole to move this to the Village Board for approval.

B. Consider a Development Agreement with Advantage Moving and Storage

Mr. Farnum Presented

As part of the proposed Advantage Moving expansion, they have requested a waiver of the building permit and impact fees related to their new construction project. This is a standard incentive the Village has offered to induce new construction in the Corporate Campus.

The Village's standard includes creation of jobs that pay at least \$40,000 per year. In this case, Advantage Moving has committed to creating at least 15 jobs that pay a minimum of \$65,000 per year, and maintaining those jobs for a minimum of two years.

The attached draft Agreement consolidates this request, provides for an annual verification of employment, and provides for payback of the permit and impact fees should the business fail to maintain that level of employment.

The estimated impact to the Village is approximately \$30,000 in permit fees that would pay for the staff time and expertise for reviewing the plans and inspecting the building during construction. Advantage Moving has been an Algonquin business for over 20 years and has a great reputation in the industry, and the fees that are being waived would not be collected if the property remained vacant anyway. This approach allows the Village to support this long term business with minimal actual financial cost to the Village.

Ms. Sosine and Ms. Jasper requested clarification on the salary/job requirements for the waiver of fees. Mr. Farnum explained this is a two-year commitment.

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

AGENDA ITEM 4: General Administration
Tim Schloneger reporting

A. Consider an Ordinance for Tax Abatement for Bond Series 2013
Mr. Schloneger Presented

The Village ordinance that was approved in relation to Bond Series 2013 (Wastewater Treatment Facility expansion) require that Kane and McHenry County Clerks to annually levy taxes to provide funds for payment of the principal and interest. The 2019 tax levy for this bond series is \$833,626.00. The Village has historically abated property taxes for our General Obligation Bond Series. As a condition to abate the debt service in the tax levy, the Village is required to have funds on deposit sufficient to pay the principal and interest on the bonds when due.

Included in the packet was a statement from the Treasurer certifying that sufficient funds are on deposit to pay the required principal and interest amounts.

Staff recommends approval of the tax abatement ordinance for Bond Series 2013. Staff will be available in advance of and at the Committee of the Whole meeting to answer any questions.

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

AGENDA ITEM 5: Public Works & Safety
Robert Mitchard Presenting

A. Consider an Agreement with EnCap Construction Group for Woods Creek Reach 4 Restoration Project

On September 24, 2019 at 10:00 am, bids were received and opened for the Spella Park/Woods Creek Reach 4 Improvements & Restoration Project. Three bids were received and are summarized below: Encap, Inc.: \$414,186.70; V3 Construction Group, LTD: \$480,000.00; Semper Fi, Inc.: \$600,861.75

Encap, Inc. is the low bidder with a bid amount of \$414,186.70. The Village has a good working relationship and reputation with Encap, Inc. and Applied Ecological Services, Inc. (AES) believes Encap's bid to be in order. AES recommends accepting Encap's bid for the amount of \$414,186.70. AES's Opinion of Probable Cost (OPC) for this work was \$568,297.00.

Per the recommendation put together by AES, we feel the low bid pricing is commensurate with the design intent. Money for this project was passed as part of the 2019–2020 FY budget in account 06900300 45593, Park Improvement Fund, in the amount of \$250,000.00.

During the time of budget preparation last year, the Village received an opportunity to apply for a grant from the Department of Commerce and Economic Opportunity (DCEO). The criteria for the grant was that the project had to involve drainage improvements to a park property and be shovel ready. In November of 2018, public works was working with Applied Ecological on the design of the project and we had plans that were 80% complete, with the intention of going into construction in 2020. However, with the grant opportunity it was decided to finish the engineering and put a number in the budget and use this project to apply for the grant money. The \$250,000 budgeted number was our best guess during budget preparation last year with an 80% plan set.

In April 2019, we received notification that the Village was awarded \$50,000 from the DCOE. Thus, we bid the project this September as fall and spring are the ideal seasons to perform creek restoration work. The low bid price is \$164,186.70 more than our estimated budget number from last year. In discussion with the Village Manager and Assistant Village Manager, it was verified that the Park Improvement Fund has a fund balance that will support a transfer of the needed amount into the construction line item. In order to take advantage of the grant money, we would like to move forward with this transfer and award the project.

Thus, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of a construction contract with EnCap Construction Group for Woods Creek Reach 4 Restoration project to in the amount of \$414,186.70.

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

B. Consider an Agreement with Applied Ecological Services for the Construction Management Services for Woods Creek Reach 4 Restoration Project

Staff has received a proposal from Applied Ecological Services for construction management services in the amount of \$18,000.00 for the Woods Creek Reach 4 Restoration project. Construction management services for this project were passed as part of the 2019–2020 FY budget in account 06900300-42232, Park Improvement Fund, in the amount of \$35,000.00. This project is described as the construction of drainage improvements consisting of native seeding and stream restoration, ditch re-grading, storm sewer underdrain, riprap installation, wetland seeding, and native restoration. Applied Ecological Services was the design engineer for this project. Therefore, they are intimate with the plan set and the required inspection time needed to ensure a quality built project. They are also familiar with the specifications needed to construct the project in order to review and approve materials and shop drawings.

Thus, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of construction management services for Woods Creek Reach 4 Restoration to Applied Ecological Services for \$18,000.00.

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

AGENDA ITEM 6: Executive Session
None

AGENDA ITEM 7: Other Business

AGENDA ITEM 8: Adjournment
Being no further business, the meeting was adjourned at 8:20 pm.

Submitted by: Michelle Weber, Deputy Village Clerk



PUBLIC HEARING BEFORE THE CORPORATE AUTHORITIES OF
THE VILLAGE OF ALGONQUIN, MCHENRY & KANE COUNTIES, IL
HELD IN THE VILLAGE BOARD ROOM ON
OCTOBER 15, 2019

A public hearing held for the purpose of receiving comments for the preliminary draft annexation agreement for “The Colosseum”, a 112-acre mixed use development proposal located at the northeast corner of the intersection of Randall Road and Longmeadow Parkway.

CALL TO ORDER

Village President John Schmitt hearing to order at 8:20 p.m. and requested a roll call.

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

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

PUBLICATION

The publication was examined and found to be in order. Published in the Northwest Herald at the prescribed time.

OVERVIEW OF PROJECT

Troy Mertz, 23-year resident, went over his background as a developer and why he feels there is a need in Algonquin for this type of development. The development proposal includes annexation of the 35-acre parcel, and development of the entire 112 acres with a mix of land uses that includes a large community park surrounded by retail uses near the intersection of Randall and Longmeadow, a multi-family apartment complex with 302 units, a townhome neighborhood with 142 units, and 58 lots for single family detached homes.

The land does include several acres of existing wetlands, includes some small pockets near Randall Road, and a large area at the northeast corner of the 33-acre parcel. The intent for the club house is to attract younger millennials giving them something to do in town (sand volleyball, yoga, swimming, e-gaming) so they would not have to travel. Within the Club House there is also a business center, leasing center, demonstration kitchen, parcel drop-box, and other amenities. The apartments and condos are upscale and pet friendly. This is all walkable within the community.

PUBLIC COMMENT

20 participated in public comment expressing their concerns regarding neighborhood traffic, density, school impact, crime, noise, natural areas, and the effect it will have on the wildlife. Other comments focused on the positive impact it will have on youth sports, adding additional things for teens and young adults to do within the community, additional consumer stream, and making Algonquin a destination place.

Persons that participated in public comment include:

Patricia Levinson- Dorchester Ave., Algonquin;
Patrick Giacomino- Barret Dr., Algonquin;
Blake Wiltshire- Waverly Ln., Algonquin;
Bob Smith- Yosemite Pkwy., Algonquin;
David Rodriguez- Cosman Way, Algonquin;
Tanya Bavaro- Barret Dr., Algonquin;
Mark Mueller- Roseland Lane, Hoffman Estates;

Nickie Bretz- Cardiff Ct., Algonquin;
Lisa Davis- Haverford, Algonquin;
Loen Nelson- Cardiff Ct., Algonquin;
Jeremy Falat- Providence Dr., Carpentersville;
John Wenzelman- Fernwood Ln., Algonquin;
Jeff Jenkins- Prestwicke Blvd., Algonquin;
Harry Sims- Moser Ln., Algonquin;
Sarah Wenzelman- Fernwood Ln., Algonquin;
Dean Conomilees- Barrett Dr., Algonquin;
Gus Capone- Pioneer Rd., Algonquin;
Jose Capistran- Breezeland Ct., Carpentersville;
Dan Opels- Harnish Dr., Algonquin;
Jason Erickson- Harnish Dr., Algonquin.

BOARD COMMENT

None

ADJOURNMENT

President Schmitt adjourned the Hearing at 9:23 P.M.

Submitted: _____
Michelle Weber, Deputy Village Clerk

ORDINANCE NO. 2019 - O - _____

An Ordinance Approving a Final Planned Unit Development For a Warehouse Industrial Building on Lot 2 of Algonquin Corporate Campus (Advantage Moving and Storage – 2621 Corporate Parkway)

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 submitted by Michael Ritter, RSR Associates LLC, property owner, to approve a final planned unit development on certain territory legally described as follows:

Lot 2 in Algonquin Corporate Campus Unit 1, Being a Subdivision of Part of the East Half of Section 6, Township 42 North, Range 8, East of the Third Principal Meridian, in Kane County, Illinois as Recorded Per Document 2003K185106.

and commonly known as 2621 Corporate Parkway, Algonquin, IL 60102 ("Subject Property"); and

WHEREAS, the Algonquin Planning and Zoning Commission, after deliberation, has made a report and recommended the approval of said final planned unit development for the Subject Property; and

WHEREAS, the Village Board of Trustees has considered the request for final planned development for the Subject Property.

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 final planned unit development for Lot 2 in Algonquin Corporate Campus is hereby approved, subject to the following documents and conditions:

- A. The site construction, utility installation and grading shall not commence until a Site Development Permit has been issued by the Village and all offsite and onsite utilities serving the subject property shall be underground, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency;
- B. The Engineering Plans prepared by Morris Engineering, Inc. with the latest revision date of September 16, 2019 shall be revised to incorporate the comments noted below and in the October 9, 2019 memorandum from Christopher Burke Engineering, the September 27, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and subject to Public Works approval. The revised engineering plans shall show the location of a trash enclosure on the site;
- C. The Landscape Plan as prepared by Sebert Landscaping Co. with the latest revision date of September 18, 2019, shall be revised to incorporate the comments noted below and in the

October 9, 2019 memorandum from Christopher Burke Engineering, the September 27, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and subject to Public Works approval. The proposed tree species shall be revised to provide a total of four (4) deciduous shade tree species in equal quantities to meet the Village's diversity requirements. It is recommended the proposed Red Maple and Linden trees – which do not typically fare well in the local area – be replaced with alternative species from the Village's approved tree list. An attractive mix of trees and shrubs shall be incorporated within the rear landscape setback area. A dense row of arborvitae shrubs or similar landscape screening treatment shall be added within the 15-foot landscape setback along Corporate Parkway that would remain should the portion designated for future parking held in reserve ever be constructed;

- D. The Photometric Plan, as prepared by PG Enlighten, with the latest revision date of September 17, 2019 shall be revised to incorporate the comments noted below and in the October 9, 2019 memorandum from Christopher Burke Engineering, the September 27, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and subject to Public Works approval. The parking lot light fixtures shall meet Village standards with 25 foot poles, metal halide or LED lights, lens flush with the housing, downcast lighting, all flat black in color. The building mounted lights shall be downcast, lens flush with housing and metal halide or LED, and black in color. No trespass light shall encroach onto the adjacent parcels to the east and south. The developer shall submit spec sheets of the proposed light fixtures for review by the Village Engineer. The Village Board shall have the right to review light levels and require a change if deemed inappropriate light levels;
- E. The building shall be constructed to be consistent with the architectural elevations as prepared by DDCA Architects, with the latest revision date of October 9, 2019. To provide additional architectural interest, the same alternating color palette of off-white and blue precast panels proposed for the front façade shall be continued around the sides and rear of the building as well. In addition, all mechanical equipment and utility meters shall be screened from view or painted to match the building. The buildings' window framing system shall be black or a dark bronze. Should the current or future owner of the building ever propose re-painting the exterior façade, the color palette shall be subject to approval by the Village;
- F. A monument sign is permitted for this lot and shall be constructed out of materials to match the building and follow the Village's Sign Code requirements with regards to location and size. A single name and address identifying the overall property may be featured on the sign. A rendering of the monument sign shall be reviewed and approved by Community Development Department staff prior to construction;
- G. The developer shall provide for cross-access in perpetuity – either in the form of an easement or covenant – between this parcel and the existing Advantage Moving & Storage property to the west;
- H. All roof-mounted or ground located mechanical equipment shall be screened with an appropriate architectural element or landscaping;

- I. The Private Property Enforcement Agreement shall be executed with the Algonquin Police Department prior to the issuance of any Certificate of Occupancies;
- J. No materials or products may be stored outside the building at any time.

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

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

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

Aye:
Nay:
Absent:
Abstain:

APPROVED:

Village President John C. Schmitt

(SEAL)

ATTEST: _____
Village Clerk Gerald S. Kautz

Passed:
Approved:
Published:

Prepared by:
Village Staff

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

ORDINANCE NUMBER 2019 -O-

ORDINANCE abating a portion of taxes heretofore levied to pay principal of and interest on certain General Obligation Refunding Bonds, Series 2013, of the Village of Algonquin, McHenry and Kane Counties, Illinois.

* * *

WHEREAS, Division 6 of Article VII of the 1970 Constitution of the State of Illinois (the “**Constitution**”) provides that the Village of Algonquin, McHenry and Kane Counties, Illinois (the “**Village**”), is a home rule unit, and, as such, the Village is authorized to issue its full faith and credit obligations without first submitting the question of issuing such obligations to referendum approval; and

WHEREAS, pursuant to the provisions of the Constitution, the Village is a home rule unit and may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the President and Board of Trustees (the “**Village Board**”) of the Village of Algonquin, McHenry and Kane Counties, Illinois (the “**Village**”), by an ordinance adopted on the 3rd day of December 2013 (the “**Ordinance**”), did provide for the issue of \$7,645,000 General Obligation Refunding Bonds, Series 2013 (the “**Bonds**”), of the Village and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, on the 18th day of December 2013, a duly certified copy of the Ordinance, executed by the Village officials in accordance therewith, for the Bonds, was filed in the offices of the County Clerks of The Counties of McHenry and Kane, Illinois (the “**County Clerks**”); and

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees
of the Village of Algonquin, McHenry and Kane Counties, Illinois, as follows:

The Taxes heretofore levied in the Ordinance for the Bonds for 2019 shall be
abated as follows:

Year	Amount Levied	Amount to be Abated	Remainder of Tax to be Extended
2019	\$833,626.00	\$833,626.00	\$0.00

Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified
copy hereof with each of the County Clerks, and it shall be the duty of the County Clerks for
the year 2019, to abate the taxes heretofore levied in and for the year 2019 for the Bonds and
as shown hereinabove in Section 1 hereof.

This ordinance shall be in full force and effect forthwith upon its adoption.

Voting Aye:

Voting Nay:

Abstain:

Absent:

(Seal)

John C. Schmitt, Village President

ATTEST: _____
Gerald S. Kautz, Village Clerk

PASSED:

APPROVED:

PUBLISHED:



2019 - R -

VILLAGE OF ALGONQUIN

RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO SIGN A DEVELOPMENT AGREEMENT WITH ADVANTAGE MOVING & STORAGE INC

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 Advantage Moving and Storage Inc. pertaining to the construction of a new 40,000 warehouse on Lot 2 of the Algonquin Corporate Campus, attached hereto and hereby made part hereof.

DATED this ____ day of _____, 2019

APPROVED:

(seal)

John C. Schmitt, Village President

ATTEST:

Gerald S. Kautz, Village Clerk

**DEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF ALGONQUIN AND
ADVANTAGE MOVING AND STORAGE, INC**

THIS AGREEMENT is entered into this ____ day of ____, 2019 (the “Effective Date”) by and between the Village of Algonquin, a municipality organized and existing under the laws of the State of Illinois with a principal address of 2200 Harnish Drive, Algonquin, IL 60102 (hereinafter referred to as the “Village”), and ADVANTAGE MOVING AND STORAGE, INC (hereinafter referred to as “ADVANTAGE MOVING ”), a Illinois company, incorporated in the State of Illinois, with corporate offices at 2641 Corporate Parkway, Algonquin, IL. The foregoing entities individually may be referred to as a “party” or collectively as the “parties.”

W I T N E S S E T H:

WHEREAS, the Village, in adopting this Agreement, is exercising the powers provided by the Illinois statutes, specifically, 65 ILCS 5/8-1-2.5, and it is determined that the proposed development contemplated in this Agreement is desirable for the promotion of economic development and will enhance the tax base of the Village; and

WHEREAS, pursuant to the statute, it is the policy of the Village to stimulate economic growth in the Village, by either attracting new business to the Village or by encouraging the expansion of existing businesses within the Village; and

WHEREAS, the creation of new employment opportunities for residents of the Village and the increased tax revenues resulting from such business expansion or relocation within the Village is beneficial to the local economy; and

WHEREAS, the Village Council has determined that offering economic development incentives encourages existing businesses to expand and encourages new business to enter the Village, and thereby creates new employment opportunities for the residents of the Village; and

WHEREAS, ADVANTAGE MOVING anticipates creating 15 new jobs in the Village with an average salary of each job exceeding \$40,000 excluding benefits; and

WHEREAS, ADVANTAGE MOVING is acquiring the vacant property described in Exhibit “A” attached hereto located in the Algonquin Corporate Campus and incorporated herein by reference (hereinafter the “Property”) upon which it will construct an 40,600 square foot warehouse facility (hereinafter the “Project”), resulting in a capital investment of over \$3 million; and

WHEREAS, the Village proposes to provide ADVANTAGE MOVING economic development incentives for their expanding development in the Algonquin Corporate Campus as outlined in this agreement; and

WHEREAS, the Village finds and declares it is in the public’s best interest to award economic development incentives to ADVANTAGE MOVING pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties do agree as follows:

1. Recitals: The above recitals are true and correct and form a material part of this Agreement.

2. Incorporation of Premises: The premises of this Agreement are incorporated herein as if fully set out below. All exhibits to this agreement as hereby deemed a part hereof.

3. Term of the Agreement: The term of this Agreement shall commence on the Effective Date and shall remain in effect until December 31, 2022, or until all of the obligations of the parties provided for in this Agreement have been satisfied, whichever occurs first.

4. Obligations of ADVANTAGE MOVING:

a. ADVANTAGE MOVING shall construct a minimum of 40,000 square feet warehouse and storage facility on the Property;

b. ADVANTAGE MOVING shall pay all fees and charges related to the Project, except those waived herein, and shall comply with all applicable statutes, ordinances, regulations, or the like of the State of Illinois, Village of Algonquin, or other governmental entity with jurisdiction.

c. ADVANTAGE MOVING shall create 15 new jobs within the Village of Algonquin, paying a minimum average annual wage of \$40,000, not including benefits, by no later than December 31, 2020.

d. ADVANTAGE MOVING will maintain at least 90% of the jobs created in the two years subsequent to December 31, 2020.

e. ADVANTAGE MOVING shall provide a written annual verification by no later than May 1st of each year, verifying compliance of the job creation requirements outline in this Agreement. This verification shall be required for each year during the term of this Agreement.

5. Village's Obligations:

a. The Village will waive all Project-related fees (building permit fees, sign permit fees, site development permit fees, impact and tap-on fees, etc.), but not including any charges for third-party reviews or inspections, or any fees that reflect an actual cost to the Village (such as the Water Meter Fee). The fee waiver is based on performance and will be awarded if the annual wage of each proposed job meets or exceeds \$40,000, excluding benefits, and if 90% of the jobs created are maintained for two years subsequent to December 31, 2020.

b. The Village's obligations to provide these economic incentives are expressly contingent upon ADVANTAGE MOVING's submittal of annual verification by May 1st and compliance with the job creation requirements during the term of this Agreement:

c. ADVANTAGE MOVING meets its obligations set forth in paragraph 4, above.

6. Event of Default:

a. Each of the following shall constitute an event of default ("Event of Default") on the part of ADVANTAGE MOVING:

- i. The failure of ADVANTAGE MOVING to comply with each of the terms, covenants, conditions, obligations or provisions of this Agreement;
- ii. If ADVANTAGE MOVING makes a material misrepresentation in any certification or communication submitted to the Village in an effort to induce the award, payment or the administration thereof that is determined to be false,

misleading, or incorrect in any material manner.

b. Remedies:

- i. In the occurrence of an Event of Default, the Village shall be entitled to pursue all rights and remedies available under the law, including requesting payment of all fees previously waived (per paragraph 9, below) and/or termination of this Agreement as provided for in paragraph 7 of this Agreement.
- ii. The Parties agree that the Village shall have the specific rights and remedies set forth in this Agreement. Such rights and remedies are in addition to and cumulative with any and all other rights or remedies, now or hereafter available to the Village at law or in equity in order to enforce the provisions of this Agreement. The exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy nor shall any such delay or omission be construed to be a waiver of or acquiescence to any Event of Default. The exercise of any such right or remedy by the Village shall not release ADVANTAGE MOVING from its obligations or any liability under this Agreement, except as expressly provided for in this Agreement or as necessary to avoid duplicative recovery from or payments by ADVANTAGE MOVING.

7. Termination:

a. Upon the occurrence of an Event of Default and such default remains uncured, the Village may terminate the whole or any part of this Agreement.

b. Before the Village may exercise its right of termination, the Village shall provide written notice to ADVANTAGE MOVING's breach or default and ADVANTAGE MOVING shall have thirty (30) days thereafter within which to cure the breach or default.

c. Waiver by the Village of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8. Records: ADVANTAGE MOVING shall maintain books, records, and other evidence relating to the Project in accordance with ADVANTAGE MOVING's standard procedures and practices, which documents the Project and job creation in a manner that fulfills the requirements of this Agreement.

9. Repayment: ADVANTAGE MOVING shall be liable for repayment of any fees waived under the terms of this Agreement, which may be deemed by the Village to have been waived due to default by ADVANTAGE MOVING.

10. Indemnification: ADVANTAGE MOVING shall indemnify and hold harmless the Village, its agents, employees, and elected and appointed officials, from and against all claims, damages, losses, and expenses (including all attorney's costs and fees, and all attorney's costs and fees on appeal) arising out of or resulting from ADVANTAGE MOVING's performance or activities as provided herein.

11. Assignment: ADVANTAGE MOVING shall not assign or otherwise transfer its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the Village.

12. Force Majeure: The parties shall use reasonable diligence to ultimately fulfill the intent of this agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.

13. Amendments: This Agreement may be amended only by written instrument upon mutual consent of both parties.

14. Land Development Regulations: Notwithstanding anything contained in this Agreement to the contrary, the Village does not, by this Agreement, abrogate any right it may have to grant or deny any particular land development regulatory approval, zoning classification or any applicable permit or approval.

15. Controlling Laws:

a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Illinois, and all duly adopted ordinances, regulations and policies of the Village now in effect and those hereinafter adopted.

b. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Kane County, Illinois. In the event of a dispute, the parties agree to make reasonable attempts to amicably resolve any issues pertaining to this Agreement prior to commencing litigation in court.

16. Miscellaneous:

a. ADVANTAGE MOVING warrants that it has not employed or retained any company or person, other than a bona fide employee or consultant working for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift, or any other consideration that is contingent upon or resulting from the award or making of this Agreement.

b. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing.

c. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed and independent provision and such holding shall not affect the validity of the remaining portion hereto.

17. Notices: Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery in the addresses below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

VILLAGE: Tim Schloneger
Village Manager
Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

WITH A COPY TO: Village Attorney
Zukowski, Rogers, Flood and McArdle
50 N Virginia St
Crystal Lake, IL 60014

ADVANTAGE MOVING: ADVANTAGE MOVING AND STORAGE, INC
2641 Corporate Parkway
Algonquin, IL 60102

IN WITNESS WHEREOF, the parties hereto have executed this Economic Development Incentive Agreement as of the date first written above.

ADVANTAGE MOVING AND STORAGE, INC.

By: _____

Print Name: _____

Title: _____

WITNESSES:

(1) _____

Print Name: _____

(2) _____

Print Name: _____

VILLAGE OF ALGONQUIN

John Schmitt, Village President

Attest:

Village Clerk

EXHIBIT "A"

Lot 2 of the Final Plat of Algonquin Corporate Campus Unit 1, being a subdivision of part of the east half of Section 6, Township 42 North, Range 8, East of the Third Principal Meridian, in Kane County, Illinois, and recorded in the Kane County Recorder's Office on October 7, 2003, as Document Number 2003K185106

DRAFT



2019 - R -
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Encap Construction Group for the Woods Creek Reach 4 Restoration Project in the Amount of \$414,186.70, attached hereto and hereby made part hereof.

DATED this ____ day of _____, 2019

APPROVED:

(seal)

John C. Schmitt, Village President

ATTEST:

Gerald S. Kautz, Village Clerk

CONTRACT AGREEMENT

THIS AGREEMENT, executed this 15 day of OCTOBER in the year 2019, herein referred to as the "**AGREEMENT**" by and between the **Village of Algonquin, Illinois**, party of the first part and ENCAP, INC. party of the second part.

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

Spella Park/Woods Creek Drainage Improvements & Restoration

In the amount of \$ 414,186.70

CA.1 DEFINITIONS

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

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

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

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

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

CA.2 THE CONTRACT DOCUMENTS

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

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

CA. 3 OBLIGATIONS AND LIABILITY OF CONTRACTOR

The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other things (except as otherwise expressly provided herein) necessary and as herein

specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents. ("the Work")

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

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

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

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

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

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

The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with consent of the damaged party. In the event that consent is not given, the contractor shall continue to be liable for the damaged cause.

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

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

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

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

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

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

CA. 4 AUTHORITY OF THE ENGINEER

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

The Engineer shall be the Owner's representative during the life of the contract and he shall observe the Work in progress on behalf of the Owner. He shall have authority (1) to act behalf of the Owner to the extent expressly provided in the Contract or otherwise in writing; (2) to determine the amount, quality, acceptability and fitness of all work,

materials and equipment required by the Contract; and (3) to decide all questions which arise in relation to the Work, the execution thereof, and the fulfillment of the Contract. No work may be done by the Contractor when the Engineer is absent from the construction site unless Engineer has authorized such work.

CA. 5 SUPERVISION OF WORK

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

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

CA. 6 INSURANCE

1. General Contractor's Insurance

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

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

The following types of insurance shall be provided:

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

total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ices) and shall apply both to the Contractor's general liability and to his automobile liability insurance.

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

2. Insurance - Other Requirements.

- a. Notice of Cancellation of Intent Not to Renew - Policies will be endorsed to provide that at least 30 days written notice shall be given to the Owner and to the Engineer or cancellation or intent not renew.

- b. Evidence of Coverage - Prior to commencement of the Work, the Contractor shall furnish to the Owner, Certificates of Insurance in force. The Owner reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed copies", and so designated.

(1) Insurance required for the Contractor:

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

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

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

- (c) Umbrella or Excess Liability.

(2) Insurance required for the Owner

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

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

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

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

CA. 7 PATENTS

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

CA. 8 COMPLIANCE WITH LAWS

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

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

CA. 9 PROVISION REQUIRED BY LAW DEEMED INSERTED

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

CA. 10 PERMITS

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

CA. 11 NOT TO SUBLET OR ASSIGN

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

CA. 12 DELAY BY OWNER

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

CA. 13 TIME FOR COMMENCEMENT & COMPLETION

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

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

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

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

CA. 14 LIQUIDATED DAMAGES

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

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

CA. 15 NIGHT AND SUNDAY WORK

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

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

CA. 16 EMPLOY COMPETENT PERSONS

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

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

CA. 17 EMPLOY SUFFICIENT LABOR AND EQUIPMENT

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

CA. 18 INTOXICATING LIQUORS

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

CA. 19 ACCESS TO WORK

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

CA. 20 EXAMINATION OF WORK

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

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

CA. 21 DEFECTIVE WORK, ETC..

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

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

CA. 22 PROTECTION AGAINST WATER AND STORM

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

CA. 23 RIGHT TO MATERIALS

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

CA. 24 CHANGES

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

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

CA. 25 EXTRA WORK

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

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

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

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

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

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

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

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

CA. 26 EXTENSION OF TIME ON ACCOUNT OF EXTRA WORK

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

CA. 27 CHANGES NOT TO EFFECT BONDS

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

CA. 28 CLAIMS FOR DAMAGES

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

CA. 29 ABANDONMENT OF WORK OR OTHER DEFAULT

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

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

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

CA. 30 PRICES FOR WORK

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

CA. 31 MONEYS MAY BE RETAINED

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

CA. 32 FORMAL ACCEPTANCE

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

CA. 33 PROGRESS ESTIMATES

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

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

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

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

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

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

CA. 34 PARTIAL ACCEPTANCE

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

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

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

CA. 35 FINAL ESTIMATE AND PAYMENT

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

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

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

CA. 36 LIENS

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

CA. 37 CLAIMS

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

CA. 38 APPLICATION OF MONEYS RETAINED

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

CA. 39 NO WAIVER

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

CA. 40 LIABILITY OF OWNER

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

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

CA. 41 GUARANTEE

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

CA. 42 RETAIN MONEY FOR REPAIRS

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

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

CA. 43 LEGAL ADDRESS OF CONTRACTOR

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

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

CA. 44 HEADINGS

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

CA. 45 EMPLOYMENT of ILLINOIS WORKERS ON PUBLIC WORKS

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

CA. 46 MODIFICATION OR TERMINATION

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

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

Village of Algonquin

Signature

Title

Attest & Seal

Contractor: ENCAP, INC.

JONATHAN KOEPKE
Name

Signature

VICE PRESIDENT
Title

Attest & Seal

CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR

If a Corporation

FOR AGREEMENT

State of _____

County of _____

On this _____ day of _____, 20____,

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

That he resides at _____
And is the _____
of _____

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

Notary Public (Seal)

My commission expires _____

TABLE A

AGREEMENT SUBSECTION REFERENCE

	<u>ITEM</u>	<u>MIN LIMITS</u>
CA.6.1.a	Coverage A – Workers Compensation	STATUTORY
	Coverage B- Employer's Liability	
	Bodily Injury by accident	\$100,000
	Bodily Injury by Disease	\$100,000
	Bodily Injury by Disease	\$500,000
	Policy Limit	
CA.6.1.b	Comprehensive General Liability	
	Bodily Injury, each Occurrence	\$500,000
	Bodily Injury, Aggregate(completed Operations)	\$500,000
	Property Damage, Each Occurrence	\$100,000
	Property Damage, Aggregate or Combined single limit	\$1,000,000
CA.6.1.c	Comprehensive Automobile Liability	
	Bodily Injury, each Person	\$250,000
	Bodily Injury, each Occurrence	\$500,000
	Property Damage, each Occurrence	\$100,000
	Combined single limit	\$1,000,000
CA.6.1.e	Builder's Risk - Installation Floater	Not Required
CA.6.1.f	Umbrella or Excess Liability	\$3,000,000
CA.6.1.g	Railroad Protective Liability	By Railroad
CA.13	Time for Completion	June 15, 2020
CA.14	Liquidated Damages for each calendar day of delay in completion time	\$1,000.00 /day
CA.33	Amount of minimum progress Estimates	None
CA.42	Percentage to be Retained for Repairs	10%

END OF CONTRACT AGREEMENT

CONTRACT BONDS - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

Principal (Seal)

Principal (Seal)

Principal (Seal)

Surety (Seal)

Surety (Seal)

NOTE:

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

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

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

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

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

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

Principal (Seal)

Principal (Seal)

Principal (Seal)

Surety (Seal)

Surety (Seal)

NOTE:

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

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

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

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

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

CONTRACT BONDS

Certificate of Acknowledgment of Contractor if a corporation

State of _____)
 County of _____) ss:

On this _____ day of _____, 20____,

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

That he resides at _____ and is the,

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

 Notary Public (Seal)

My commission expires _____.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2019

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

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

PRODUCER	CONTACT NAME: Tracey Meicher, CIC, CRIS
Crum-Halsted Agency, Inc.	PHONE (A/C, No, Ext): (630) 443-7300
427 N Kirk Road	FAX (A/C, No): (630) 587-9826
Suite 113	E-MAIL ADDRESS: tmeicher@crumhalsted.com
Geneva, IL 60134	
INSURED	INSURER(S) AFFORDING COVERAGE
Encap, Inc.	INSURER A: Illinois Emcasco Ins Co
c/o Mark D. Southern	INSURER B: Markel American Insurance Company
2585 Wagner Court	INSURER C: EMCASCO Insurance Co
DeKalb, IL 60115-8609	INSURER D: Gemini Insurance Co
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 19/20 Standard Cert REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			5D27060	3/5/2019	3/5/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5E27060	3/5/2019	3/5/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist combined sir \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 1,000			MKLM3EUL100307	3/5/2019	3/5/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	5H27060	3/5/2019	3/5/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			VPPL012806	3/5/2019	3/5/2020	Each Claim & Aggregate \$2,000,000
A	Leased & Rented Equipment			5C27060	3/5/2019	3/5/2020	Max Amount \$250,000

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

Spella Park/Woods Creek Drainage Improvements & Restoration - When required by written contract, the Village of Algonquin is a Additional Insured with respect to General Liability, Auto and Umbrella

CERTIFICATE HOLDER

CANCELLATION

Village of Algonquin 2200 Harnish Drive Algonquin, IL 60102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Ted Rosenow, CIC/TM <i>Theresa A. Rosenow</i>

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Schedule of Prices

ITEM	DESCRIPTION	QUANTITY		UNIT	Unit Cost	Extended Cost
		TOTAL				
1	SITE PREPARATION					
1.1	MOBILIZATION	1		LS	10,000	10,000.00
1.2	CLEARING, GRUBBING, & TREE REMOVAL	1.00		LS	12,000	12,000.00
1.3	HERBICIDING (2x)	4.40		AC	1,500	6,600.00
1.4	DISCING/TILLING (1x)	2.20		AC	800	1,760.00
1.5	REMOVE EXISTING WEIR STRUCTURES	3		EA	1,500	4,500.00
SITE PREPARATION SUBTOTAL						34,860.00
2	EARTHWORK					
2.1	TOPSOIL STRIP/STOCKPILE/RESPREAD	1,917		CY	15.00	28,755.00
2.2	EXCAVATION	3,356		CY	30.00	100,680.00
2.3	HAUL OFF OF MATERIAL	3,000		CY	10.00	30,000.00
2.4	FILL	356		CY	15.00	5,340.00
2.5	J-HOOK (3 EA) 18"-24" STONE	16		CY	470.00	7,520.00
2.6	STONE TOE PROTECTION, 368 LF, IDOT CLASS A4 RIPRAP	126		CY	225.00	28,350.00
2.7	AGGREGATE BASE (FOR J-HOOK AND STONE TOE PROTECTION) IDOT CLASS A1 RIPRAP	29		CY	110.00	3,190.00
2.8	GEOTEXTILE FABRIC (FOR STONE TOE PROTECTION)	1		LS	2,500.00	2,500.00
2.9	STORM SEWER OUTLET PROTECTION, IDOT CLASS A4 RIPRAP	3		CY	135.00	405.00
EARTHWORK SUBTOTAL						206,740.00
3	EROSION AND SEDIMENT CONTROL					
3.1	TEMPORARY ROCK CONSTRUCTION ENTRANCE	1		EA	4,000.00	4,000.00
3.2	STAGING & STOCKPILE AREA WITH CONSTRUCTION FENCE	1		LS	1,250.00	1,250.00
3.3	SUMP PIT & DEWATERING	1		LS	10,000.00	10,000.00
3.4	TEMPORARY STREAM CROSSING	1		LS	3,000.00	3,000.00
3.5	EROSION CONTROL BLANKET - NAG SC150BN	1,854		SY	3.55	6,581.70
3.6	EROSION CONTROL BLANKET - NAG DS75	16,022		SY	2.50	40,055.00
3.7	STRAW MULCH	3,345		SY	0.90	3,010.50
3.8	SILT FENCE	2,015		FT	3.00	6,045.00
3.9	INLET PROTECTION	4		EA	250.00	1,000.00
TEMPORARY EROSION AND SEDIMENT CONTROL SUBTOTAL						74,942.20
4	ECOLOGICAL RESTORATION & MANAGEMENT					
4.1	DRY MESIC PRAIRIE SEEDING	1.00		AC	3,750.00	3,750.00
4.2	WET MESIC PRAIRIE SEEDING	1.08		AC	2,750.00	2,970.00
4.3	WET PRAIRIE SEEDING	2.33		AC	2,650.00	6,174.50
4.4	WET PRAIRIE/EMERGENT PLANT PLUGS	1,600		EA	10.00	16,000.00
4.5	TREE PLANTING & TREE TRUNK PROTECTION (2.5 CAL. SWO)	7		EA	750.00	5,250.00
4.6	TURF GRASS REPAIR AND RESEEDING AS NEEDED	1		LS	3,500.00	3,500.00
4.7	MANAGEMENT OF PLANTINGS (ALL ZONES, 3 YEARS)	3		YR	20,000	60,000.00
ECOLOGICAL RESTORATION & MANAGEMENT SUBTOTAL						97,644.50
TOTAL						414,186.70

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

Dec 19'
Dec 19'
Aug 20'
Aug 20'
March 20'

March 2020

March 2020

Aug 2020
June 2020
April 20'
April 20'
20, 21, 22



2019 - R -
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Applied Ecological Services for the Construction Management Services for the Woods Creek Reach 4 Restoration Project in the Amount of \$18,000.00, attached hereto and hereby made part hereof.

DATED this ____ day of _____, 2019

APPROVED:

(seal)

John C. Schmitt, Village President

ATTEST:

Gerald S. Kautz, Village Clerk

Consulting Proposal and Agreement

Project Information

Project Name: Spella/Woods Creek 4 Construction Oversight
AES Project Number: 19-0712
Branch: West Dundee, IL

September 6, 2019

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

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

Dear Michele,

Thank you for the opportunity to provide this proposal to perform construction oversight services related to the construction of the Spella Park/Woods Creek Reach 4 Restoration Project. For your review, we have enclosed our scope of work based on our understanding of your request for services.

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

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

Sincerely,



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

I. SCOPE OF WORK

Task 1. Construction Oversight

AES will provide construction oversight services for the Spella Park/Woods Creek Reach 4 Restoration Project in Algonquin, Illinois. The anticipated project start date is October 2019 with a June 15, 2020 deadline. AES staff (Ecologists, Environmental Engineer, and/or Landscape Architect) will be present for 3-4 hours each day during construction activity. AES also anticipates attending a construction kickoff meeting and several project status meetings. When appropriate, AES will provide meeting minutes and/or memos to document issues and change orders that may arise during construction. AES will neither direct the contractor on means and methods of construction nor instruct the contractor on safety procedures and process.

Construction oversight will be conducted for the following:

- 1) Site Preparation (Tree Removal, clearing/grubbing, fencing, herbiciding, & soil preparation for native seeding)
- 2) Earthwork (topsoil strip/respread, excavation, fill, fine grading, J-hooks, stone toe protection)
- 3) Erosion & Sediment Control (construction entrance, stream crossing, erosion blanket, sump, siltfence, mulch)
- 4) Ecological Restoration (prairie seeding, existing wetland management, turf seeding, tree planting)
- 5) Review & Approve Contractor Invoices

All documentation will be kept in electronic format and include photos of soil preparation, native seeding/planting, J-hooks/riffles, stone toe protection, and erosion control. AES will also verify and document, stone sizing prior to placement, all native seed mixes, native plants, and native trees. Copies of all seed tickets and pictures of all plant materials will be documented.

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

Product: Construction oversight services

Lump Sum Fee: \$18,000

Total Lump Sum Fee Task 1: \$18,000

Billing Information:

Total amount of contract: **\$18,000**

Payment:

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

Special Billing Instructions: Not Applicable

Reimbursable Expenses:

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

Receipts Required: ☐ Yes ☒ No

Meals Charged: ☐ Yes ☒ No

Per Diems Charged: ☐ Yes ☒ No

Enclosure(s)

Standard Terms and Conditions

Exhibit A: AES Rate Schedule

Signature Page on Next Page

Acceptance

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

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

Applied Ecological Services, Inc.

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

Client:

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

Billing Address:

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

Notes:

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

Standard Terms and Conditions

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

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

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

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

2. **Invoicing and Payment.**

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

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

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

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

Bank Name: **The Bank of New Glarus/Sugar River Bank Branch**
Bank Address: **2006 1st Center Ave, Brodhead, WI 53520**
Routing Number: **075903912**
Checking Account Number: **101753861**

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

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

4. **Confidentiality.**

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

Uniform Trade Secrets Act or similar laws. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is already known to the recipient as shown by written records in its possession at the time such information is received; (ii) is already part of the public domain at the time of disclosure, or subsequently becomes part of the public domain through no fault of the recipient; (iii) is obtained on a non-confidential basis from a third party who lawfully disclosed the same to the recipient; or, (iv) is independently developed by an employee or consultant of the recipient who had no knowledge of or access to the information.

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

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

5. **Ownership of Work Product.**

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

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

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

6. **Insurance.**

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

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

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

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

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

Notwithstanding any other term of this Agreement to the contrary, in no event shall AES, (or its employees, agents, successors, or assigns) be liable to Client or any third party claiming through Client for indirect, special, incidental, consequential, exemplary, or punitive damages of any nature (including damages for loss of revenue, profits, business interruption, loss of business information, loss of capital, loss of technology, loss of data, increased costs of operation, litigation costs and the like) whether based upon a claim or action in contract, tort (including negligence),

or any other legal or equitable theory, in connection with the supply, use or performance of the Services provided by AES to Client, regardless of whether AES has been advised of the possibility of such damages or such damages were reasonable foreseeable.

8. Indemnification.

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

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

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

10. Dispute Resolution.

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

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

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

11. Standard of Care / Warranties.

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

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

12. Time for Performance.

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

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

13. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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



Village of Algonquin

The Gem of the Fox River Valley

October 31, 2019

Village President and Board of Trustees:

The List of Bills dated 11/5/19, payroll expenses, and insurance premiums totaling \$4,032,614.67 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.

Burke, LLC	\$ 625,286.79	Downtown Streetscape - Stage 1B
Burke, LLC	883,640.01	Downtown Streetscape - State 1A
Copenhaver Construction	597,737.36	Sleepy Hollow Road Construction
Encap, Inc.	3,333.00	Surrey Lane Drainage
Encap, Inc.	5,295.15	Creeks Crossing Park Improvements
Engineering Enterprises	9,069.75	WTP 2 & 3 HSP Motor Replacement
HR Green, Inc.	3,911.76	Scott, Schuett, Souwanas Street
HR Green, Inc..	4,320.79	Lake Drive South Street Improvements
HR Green, Inc.	8,226.85	Algonquin Lakes Street Improvements
HR Green, Inc.	13,949.59	Kelliher Park Parking Lot
Hayes Industries	196,927.42	Downtown Streetscape – Stage 1B
Midland Standard	43,672.00	Downtown Streetscape – Stage 3
Motorola Solutions	10,706.24	Mobile Radios – Two PD Vehicles
Rosen Hyundai	59,175.33	2Q 2019 Sales Tax Rebate

Semper Fi Yard Services	11,183.35	Crystal Creek Restoration
Treasurer State of Illinois	150,810.91	Crystal Creek Bridge Replacement
Trotter & Associates	3,830.00	Downtown Streetscape – Stage 3
Trotter & Associates	15,313.00	Downtown Streetscape – Stage 2
Trotter & Associates	25,761.00	WWTP Improvements – Stage 6B
Trotter & Associates	95,000.00	WWTP Improvements – Stage 6B
Tyler Technologies	4,961.58	HR MUNIS Software Implementation
United Meters, Inc.	46,477.00	Water Meter Installations
V3 Companies	14,125.00	Creeks Crossing Park Improvements

Please note:

The 10/31/19 payroll expenses totaled \$552,369.23.

November 2019 insurance premiums to IPBC totaled \$155,209.79.

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



Tim Schloneger
Village Manager

TS/mjn

Village of Algonquin

List of Bills 11/5/2019

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
AFTERMATH INC					
HAZMAT CLEANUP SQUAD #05	105.00	POLICE - EXPENSE PUB SAFETY PROFESSIONAL SERVICES	01200200-42234-	JC2019-4447	20200095
Vendor Total: \$105.00					
ALGONQUIN AUTO CLINIC & TIRE INC					
FRONT END ALIGNMENT - #301	24.12	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	52396	29200004
FRONT END ALIGNMENT - #301	77.83	OUTSOURCED INVENTORY	29-14240-	52396	29200004
WHEEL ALIGNMENT - #86	104.45	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	52419	29200089
Vendor Total: \$206.40					
ALL STAR SPORTS INSTRUCTION INC					
FALL SESSION 1	371.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	196174	10200152
Vendor Total: \$371.00					
AMERICAN PUBLIC WORKS ASSN					
MEMBERSHIP DUES - PUBLIC WORKS	340.00	GENERAL SERVICES PW - EXPENSE TRAVEL/TRAINING/DUES	01500300-47740-	118605 2019	40200177
MEMBERSHIP DUES - PUBLIC WORKS	340.00	PWA - EXPENSE PUB WORKS TRAVEL/TRAINING/DUES	01400300-47740-	118605 2019	40200177
MEMBERSHIP DUES - PUBLIC WORKS	170.00	SEWER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07800400-47740-	118605 2019	40200177
MEMBERSHIP DUES - PUBLIC WORKS	170.00	WATER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07700400-47740-	118605 2019	40200177
Vendor Total: \$1,020.00					
APPLIED ECOLOGICAL SERVICES					
TARGETED PHRAG CONTROL - WOODSCREEK	4,925.00	PARK IMPR - EXPENSE PUB WORKS MAINT - OPEN SPACE	06900300-44425-	54500	40200206
Vendor Total: \$4,925.00					
ARAMARK REFRESHMENT SERVICES					
COFFEE SERVICE	592.89	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	6197	28200013
Vendor Total: \$592.89					
ARAMARK UNIFORM SERVICES					
MAT SERVICES - PD	25.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1592024104	28200002
MAT SERVICES - GSA	25.01	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1592024100	28200002

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		BUILDING MAINT. BALANCE SHEET			
MAT SERVICES - WWTP	31.93	OUTSOURCED INVENTORY	28-14240-	1592024101	28200002
		BUILDING MAINT. BALANCE SHEET			
MAT SERVICES - PW	57.00	OUTSOURCED INVENTORY	28-14240-	1592024103	28200002
		BUILDING MAINT. BALANCE SHEET			
MAT SERVICES - PD	25.00	OUTSOURCED INVENTORY	28-14240-	1592008122	28200002
		BUILDING MAINT. BALANCE SHEET			
MAT SERVICES - PD	25.00	OUTSOURCED INVENTORY	28-14240-	1592016149	28200002
		BUILDING MAINT. BALANCE SHEET			
MAT SERVICES - GSA	25.01	OUTSOURCED INVENTORY	28-14240-	1592008118	28200002
		BUILDING MAINT. BALANCE SHEET			
MAT SERVICES - GSA	25.01	OUTSOURCED INVENTORY	28-14240-	1592016146	28200002
		BUILDING MAINT. BALANCE SHEET			
MAT SERVICES - WWTP	31.93	OUTSOURCED INVENTORY	28-14240-	1592008119	28200002
		BUILDING MAINT. BALANCE SHEET			
MAT SERVICES - PW	57.00	OUTSOURCED INVENTORY	28-14240-	1592008121	28200002
		BUILDING MAINT. BALANCE SHEET			
MAT SERVICES - PW	57.00	OUTSOURCED INVENTORY	28-14240-	1592016148	28200002
		VEHCL MAINT-REVENUE & EXPENSES			
SHOP TOWELS	26.71	UNIFORMS & SAFETY ITEMS	29900000-47760-	1592024102	29200008
		VEHCL MAINT-REVENUE & EXPENSES			
SHOP TOWELS	26.71	UNIFORMS & SAFETY ITEMS	29900000-47760-	1592008120	29200008
		VEHCL MAINT-REVENUE & EXPENSES			
SHOP TOWELS	26.71	UNIFORMS & SAFETY ITEMS	29900000-47760-	1592016147	29200008
		GENERAL SERVICES PW - EXPENSE			
UNIFORM SERVICE - GENERAL SERVICES	54.38	UNIFORMS & SAFETY ITEMS	01500300-47760-	1592008125	40200004
		GENERAL SERVICES PW - EXPENSE			
UNIFORM SERVICE - GENERAL SERVICES	60.16	UNIFORMS & SAFETY ITEMS	01500300-47760-	1592016152	40200004
		GENERAL SERVICES PW - EXPENSE			
UNIFORM SERVICE - GENERAL SERVICES	60.16	UNIFORMS & SAFETY ITEMS	01500300-47760-	1592024107	40200004
		GENERAL SERVICES PW - EXPENSE			
UNIFORM SERVICE - GENERAL SERVICES	70.01	UNIFORMS & SAFETY ITEMS	01500300-47760-	1592008124	40200004
		GENERAL SERVICES PW - EXPENSE			
UNIFORM SERVICE - GENERAL SERVICES	70.01	UNIFORMS & SAFETY ITEMS	01500300-47760-	1592016151	40200004
		GENERAL SERVICES PW - EXPENSE			
UNIFORM SERVICE - GENERAL SERVICES	70.01	UNIFORMS & SAFETY ITEMS	01500300-47760-	1592024106	40200004
		BLDG MAINT- REVENUE & EXPENSES			
UNIFORMS BUILDING/VEHICLE	41.15	UNIFORMS & SAFETY ITEMS	28900000-47760-	1592016153	40200024
		VEHCL MAINT-REVENUE & EXPENSES			
UNIFORMS BUILDING/VEHICLE	82.30	UNIFORMS & SAFETY ITEMS	29900000-47760-	1592016153	40200024
		BLDG MAINT- REVENUE & EXPENSES			
UNIFORMS BUILDING/VEHICLE	41.15	UNIFORMS & SAFETY ITEMS	28900000-47760-	1592024108	40200024
		VEHCL MAINT-REVENUE & EXPENSES			
UNIFORMS BUILDING/VEHICLE	82.30	UNIFORMS & SAFETY ITEMS	29900000-47760-	1592024108	40200024

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BLDG MAINT- REVENUE & EXPENSES					
UNIFORMS BUILDING/VEHICLE	63.38	UNIFORMS & SAFETY ITEMS	28900000-47760-	1592008126	40200024
VEHCL MAINT-REVENUE & EXPENSES					
UNIFORMS BUILDING/VEHICLE	126.75	UNIFORMS & SAFETY ITEMS	29900000-47760-	1592008126	40200024
SEWER OPER - EXPENSE W&S BUSI					
UNIFORMS WATER/SEWER	38.38	UNIFORMS & SAFETY ITEMS	07800400-47760-	1592008127	70200004
WATER OPER - EXPENSE W&S BUSI					
UNIFORMS WATER/SEWER	38.39	UNIFORMS & SAFETY ITEMS	07700400-47760-	1592008127	70200004
SEWER OPER - EXPENSE W&S BUSI					
UNIFORMS WATER/SEWER	38.38	UNIFORMS & SAFETY ITEMS	07800400-47760-	1592016154	70200004
WATER OPER - EXPENSE W&S BUSI					
UNIFORMS WATER/SEWER	38.39	UNIFORMS & SAFETY ITEMS	07700400-47760-	1592016154	70200004
SEWER OPER - EXPENSE W&S BUSI					
UNIFORMS WATER/SEWER	38.38	UNIFORMS & SAFETY ITEMS	07800400-47760-	1592024109	70200004
WATER OPER - EXPENSE W&S BUSI					
UNIFORMS WATER/SEWER	38.39	UNIFORMS & SAFETY ITEMS	07700400-47760-	1592024109	70200004
SEWER OPER - EXPENSE W&S BUSI					
UNIFORMS WWTP	50.26	UNIFORMS & SAFETY ITEMS	07800400-47760-	1592008123	70200005
SEWER OPER - EXPENSE W&S BUSI					
UNIFORMS WWTP	50.26	UNIFORMS & SAFETY ITEMS	07800400-47760-	1592016150	70200005
SEWER OPER - EXPENSE W&S BUSI					
UNIFORMS WWTP	50.26	UNIFORMS & SAFETY ITEMS	07800400-47760-	1592024105	70200005
Vendor Total: \$1,667.87					
ARROW ROAD CONSTRUCTION					
MFT - EXPENSE PUBLIC WORKS					
UTILITY PATCHES	98.40	MATERIALS	03900300-43309-	21168	40200172
MFT - EXPENSE PUBLIC WORKS					
PATCHES	391.20	MATERIALS	03900300-43309-	21146	40200173
Vendor Total: \$489.60					
ASSURED FLOW SALES INC					
WATER OPER - EXPENSE W&S BUSI					
HYDRANT OIL	167.65	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	13475	70200208
WATER OPER - EXPENSE W&S BUSI					
HYDRANT LUBE	306.71	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	13531	70200218
Vendor Total: \$474.36					
ATLAS BOBCAT LLC					
VEHICLE MAINT. BALANCE SHEET					
DISPLAY SCREEN	2,764.62	INVENTORY	29-14220-	BO0898	29200006
VEHICLE MAINT. BALANCE SHEET					
COUPLER	161.40	INVENTORY	29-14220-	BO1149	29200087
Vendor Total: \$2,926.02					
B & F CONSTRUCTION CODE SERVICES INC					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
CDD - EXPENSE GEN GOV					
SPRINKLER REVIEW - XFINITY	425.00	PROFESSIONAL SERVICES	01300100-42234-	52447	30200025
CDD - EXPENSE GEN GOV					
SPRINKLER REVIEW - GOLD PERFECTION	425.00	PROFESSIONAL SERVICES	01300100-42234-	52372	30200025
CDD - EXPENSE GEN GOV					
SPRINKLER REVIEW - FLOOR & DECOR	650.00	PROFESSIONAL SERVICES	01300100-42234-	52316	30200025
Vendor Total: \$1,500.00					
BECMAR SPRINKLER SYSTEMS INC					
BUILDING MAINT. BALANCE SHEET					
IRRIGATION SYSTEMS-WINTERIZATION	255.00	OUTSOURCED INVENTORY	28-14240-	57429	28200007
Vendor Total: \$255.00					
BURKE LLC					
STREET IMPROV- EXPENSE PUBWRKS					
DOWNTOWN STREETScape STAGE 1B	625,286.79	CAPITAL IMPROVEMENTS	04900300-45593-S2023	PAY REQUEST #1	40200186
STREET IMPROV- EXPENSE PUBWRKS					
DOWNTOWN STREETScape STAGE 1A	883,640.01	CAPITAL IMPROVEMENTS	04900300-45593-S1863	PAY REQUEST #13	40200200
Vendor Total: \$1,508,926.80					
CDW LLC					
GEN NONDEPT - EXPENSE GEN GOV					
WWTF PLC 903 REPL UPS BATTERY	46.99	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	VJK9500	10200286
SEWER OPER - EXPENSE W&S BUSI					
WWTF PLC 903 REPL UPS BATTERY	5.88	IT EQUIPMENT & SUPPLIES	07800400-43333-	VJK9500	10200286
WATER OPER - EXPENSE W&S BUSI					
WWTF PLC 903 REPL UPS BATTERY	5.88	IT EQUIPMENT & SUPPLIES	07700400-43333-	VJK9500	10200286
POLICE - EXPENSE PUB SAFETY					
PD EVIDENCE WORKSTATION	119.47	IT EQUIPMENT & SUPPLIES	01200200-43333-	VFS6976	10200267
GEN NONDEPT - EXPENSE GEN GOV					
REPL WORKSTATION FOR BOARD ROOM	193.93	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	VDP4486	10200258
SEWER OPER - EXPENSE W&S BUSI					
REPL WORKSTATION FOR BOARD ROOM	24.24	IT EQUIPMENT & SUPPLIES	07800400-43333-	VDP4486	10200258
WATER OPER - EXPENSE W&S BUSI					
REPL WORKSTATION FOR BOARD ROOM	24.24	IT EQUIPMENT & SUPPLIES	07700400-43333-	VDP4486	10200258
GEN NONDEPT - EXPENSE GEN GOV					
REPL LAPTOP FY20	295.64	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	VHQ3627	10200283
SEWER OPER - EXPENSE W&S BUSI					
REPL LAPTOP FY20	36.96	IT EQUIPMENT & SUPPLIES	07800400-43333-	VHQ3627	10200283
WATER OPER - EXPENSE W&S BUSI					
REPL LAPTOP FY20	36.96	IT EQUIPMENT & SUPPLIES	07700400-43333-	VHQ3627	10200283
Vendor Total: \$790.19					
CENTEGRA OCCUPATIONAL HEALTH					
GS ADMIN - EXPENSE GEN GOV					
PRE-EMPLOYMENT TESTING - GSA	35.00	PHYSICAL EXAMS	01100100-42260-	229113	10200292

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$35.00					
CERTIFIED FLEET SERVICES INC					
TURN SIGNAL SWITCH	403.15	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	S15853	29200037
Vendor Total: \$403.15					
CHRIS HARMENING					
WEFTEC SEMINAR EXPENSES-TRAIN	19.50	WATER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07700400-47740-	WEFTEC SEMINAR	10200297
Vendor Total: \$19.50					
CHRISTOPHER B BURKE ENG LTD					
RATT CREEK REACH 5	240.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S1742	153405	40200181
GRAND RESERVE CREEK	715.23	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-	153420	40200181
DOWNTOWN STREETScape HARRISON BRID	1,490.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S2022	153425	40200189
LAKE BRAEWOOD DRAINAGE	1,772.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S1731	153430	40200181
GRAND RESERVE CREEK	1,799.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S2002	153427	40200191
ROUTE 62 BRIDGE IDOT REVIEW	1,941.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-	153424	40200182
DOWNTOWN STREETScape HARRISON ST	2,245.89	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S2022	153416	40200189
TERRACE HILL DRAINAGE	3,308.50	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-	153421	40200181
TERRACE HILL STREET IMPROVEMENTS	7,088.75	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S1633	153404	40200181
MCCD TRAILHEAD/LAFOX BRIDGE	7,175.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S2041	153423	40200189
SCORCHED EARTH SHARED USE PATH	7,572.41	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S2061	153418	40200198
RANDALL ROAD WETLAND COMPLEX	8,077.50	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S1932	153414	40200197
DOWNTOWN STREETScape HARRISON ST	10,480.30	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S2022	153419	40200189
NORTH RIVER ROAD ROW SURVEY	18,793.75	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S2031	153429	40200192
SLEEPY HOLLOW ROAD CONSTRUCTION	19,891.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S1983	153422	40200197
CONTRACT ENGINEER	13,218.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-	153417	40200068
W & S IMPR. - EXPENSE W&S BUSI					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
CONTRACT ENGINEER	13,218.00	ENGINEERING/DESIGN SERVICES	12900400-42232-	153417	40200068
Vendor Total: \$119,026.33					
CLARK BAIRD SMITH LLP					
LABOR POLICY REVIEW	227.35	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	11783	10200281
LABOR POLICY REVIEW	696.25	GENERAL SERVICES PW - EXPENSE LEGAL SERVICES	01500300-42230-	11783	10200281
LABOR POLICY REVIEW	731.76	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	11783	10200281
LABOR POLICY REVIEW	1,605.63	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	11783	10200281
LABOR POLICY REVIEW	113.67	PWA - EXPENSE PUB WORKS LEGAL SERVICES	01400300-42230-	11783	10200281
LABOR POLICY REVIEW	269.97	SEWER OPER - EXPENSE W&S BUSI LEGAL SERVICES	07800400-42230-	11783	10200281
LABOR POLICY REVIEW	262.87	WATER OPER - EXPENSE W&S BUSI LEGAL SERVICES	07700400-42230-	11783	10200281
Vendor Total: \$3,907.50					
COMCAST CABLE COMMUNICATION					
11/1/19-11/30/19 POLICE DEPARTMENT	4.20	POLICE - EXPENSE PUB SAFETY EQUIPMENT RENTAL	01200200-42270-	8771 10 002 0011217	10200015
10/7/19-11/6/19 PUBLIC WORKS	16.84	PWA - EXPENSE PUB WORKS EQUIPMENT RENTAL	01400300-42270-	8771 10 012 0277023	10200016
10/14/19-11/13/19 POOL	106.85	SWIMMING POOL -EXPENSE GEN GOV TELEPHONE	05900100-42210-	8771 10 002 0452635	10200014
10/22/19-11/21/19 HVH	106.85	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	8771 10 002 0416275	10200013
10/11/19-11/10/19 WTP #1	146.85	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8771 10 002 0436950	10200017
10/12/19-11/11/19 WTP #3	146.85	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8771 10 002 0443121	10200019
Vendor Total: \$528.44					
COMMONWEALTH EDISON					
9/11/19-10/10/19 HUNTINGTON BOOSTER	245.27	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0101073045	70200019
9/12/19-10/11/19 901 SANDBLOOM ROAD	484.24	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0112085088	70200020
9/11/19-10/10/19 WILBRANDT, REAR TOWER	33.42	POLICE - EXPENSE PUB SAFETY ELECTRIC	01200200-42212-	0249109037	10200001
9/11/19-10/10/19 5625 EDGEWOOD DR	18.05	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	0254089033	50200010
9/11/19-10/10/19 HANSON TOWER	83.42	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	1697161042	70200021

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
9/11/19-10/10/19 SPRINGHILL AT COUNTY LINE	52.20	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2079003028	70200022
9/11/19-10/10/19 JACOBS TOWER	48.60	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2355094078	70200023
9/11/19-10/10/19 LOWE DRIVE LS	67.58	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3027111096	70200027
9/11/19-10/10/19 CHARGING STATIONS	173.45	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	3139139140	50200011
9/11/19-10/10/19 N RIVER ROAD LS	166.08	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3153024057	70200028
9/11/19-10/10/19 BRITTANY HILL LS	38.90	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	4483077090	70200029
9/11/19-10/10/19 COPPER OAKS TOWER	60.43	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	4777074007	70200024
9/6/19-10/4/19 WELL #13	227.36	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	5151039132	70200026
9/11/19-10/10/19 N HARRISON LS	211.14	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	5239103091	70200030
9/11/19/10/10/19 RIVERFRONT LS	196.34	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	5743051108	70200031
9/11/19-10/10/19 HILLSIDE BOOSTER	60.39	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	5743093053	70200025
Vendor Total: \$2,166.87					
COMPLETE CLEANING CO INC					
CLEANING SERVICES - GMC	2,247.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C11848	28200022
Vendor Total: \$2,247.00					
CONSTELLATION NEWENERGY INC					
9/16/19-10/15/19 ROUTES 31 & 62	139.60	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	3886048007	50200013
9/10/19-10/9/19 WOODS CREEK LS	532.13	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0107108145	70200038
Vendor Total: \$671.73					
COPENHAVER CONSTRUCTION INC					
SLEEPY HOLLOW ROAD CONSTRUCTION	597,737.36	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-S1984	INVOICE 5	40200171
Vendor Total: \$597,737.36					
CORE & MAIN LP					
MAC WRAP	1,256.07	GENERAL SERVICES PW - EXPENSE MAINT - STORM SEWER	01500300-44431-	L231264	50200060
B-BOX PARTS	4,642.62	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	L105929	70200209

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
WATER METERS	21,696.00	W & S IMPR. - EXPENSE W&S BUSI METERS & METER SUPPLIES	12900400-43348-	L310535	40200011
WATER METERS	68,025.00	W & S IMPR. - EXPENSE W&S BUSI METERS & METER SUPPLIES	12900400-43348-	L310473	40200011
Vendor Total: \$95,619.69					
CORRECTIVE ASPHALT MATERIALS LLC					
RECLAIMITE	39,625.32	STREET IMPROV- EXPENSE PUBWRKS INFRASTRUCTURE MAINT IMPROV	04900300-43370-	19104N	40200199
Vendor Total: \$39,625.32					
DIRECT ENERGY MARKETING INC					
9/12/19-10/11/19 ALGONQUIN SHORES LS	571.32	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	192880039969765	70200040
9/11/19-10/10/19 BRAEWOOD LS	1,471.42	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	192880039969766	70200042
9/11/19-10/10/19 CARY BOOSTER	456.83	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	192880039969767	70200185
9/11/19-10/10/19 COUNTRYSIDE BOOSTER	105.15	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	192880039969770	70200045
9/10/19-10/9/19 GRAND RESERVE LS	505.89	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	192870039960119	70200043
9/12/19-10/11/19 POOL	190.50	SWIMMING POOL -EXPENSE GEN GOV ELECTRIC	05900100-42212-	192880039969771	10200021
9/11/19-10/9/19 WWTP	18,333.92	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	192880039969762	70200041
9/11/19-10/9/19 WTP #1	3,534.11	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	192890039984411	70200046
9/11/19-10/9/19 WTP #2	4,103.28	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	192880039969764	70200044
9/5/19-10/3/19 WTP #3	3,432.30	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	192810039893780	70200052
9/11/19-10/9/19 WELL 7 & 11	2,512.80	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	192880039969763	70200049
9/11/19-10/10/19 WELL #9	1,282.89	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	192880039969768	70200051
9/5/19-10/4/19 WELL #15	1,151.01	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	192810039893781	70200050
9/11/19-10/10/19 ZANGE BOOSTER	471.57	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	192880039969769	70200048
Vendor Total: \$38,122.99					
DLS INTERNET SERVICES					
A T & T BROADBAND 11/25/19-12/25/19	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1570292	10200300
		SEWER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
A T & T BROADBAND 11/25/19-12/25/19	1.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	1570292	10200300
		WATER OPER - EXPENSE W&S BUSI			
A T & T BROADBAND 11/25/19-12/25/19	1.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	1570292	10200300
		GEN NONDEPT - EXPENSE GEN GOV			
A T & T BROADBAND 11/25/19-12/25/19	119.19	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1570324	10200300
		SEWER OPER - EXPENSE W&S BUSI			
A T & T BROADBAND 11/25/19-12/25/19	14.90	IT EQUIPMENT & SUPPLIES	07800400-43333-	1570324	10200300
		WATER OPER - EXPENSE W&S BUSI			
A T & T BROADBAND 11/25/19-12/25/19	14.90	IT EQUIPMENT & SUPPLIES	07700400-43333-	1570324	10200300
		GEN NONDEPT - EXPENSE GEN GOV			
A T & T BROADBAND 11/25/19-12/25/19	8.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1570325	10200300
		SEWER OPER - EXPENSE W&S BUSI			
A T & T BROADBAND 11/25/19-12/25/19	1.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	1570325	10200300
		WATER OPER - EXPENSE W&S BUSI			
A T & T BROADBAND 11/25/19-12/25/19	1.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	1570325	10200300
		GEN NONDEPT - EXPENSE GEN GOV			
A T & T BROADBAND 11/25/19-12/25/19	40.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1570326	10200300
		SEWER OPER - EXPENSE W&S BUSI			
A T & T BROADBAND 11/25/19-12/25/19	5.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	1570326	10200300
		WATER OPER - EXPENSE W&S BUSI			
A T & T BROADBAND 11/25/19-12/25/19	5.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	1570326	10200300
		GEN NONDEPT - EXPENSE GEN GOV			
A T & T BROADBAND 11/25/19-12/25/19	119.19	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1570327	10200300
		SEWER OPER - EXPENSE W&S BUSI			
A T & T BROADBAND 11/25/19-12/25/19	14.90	IT EQUIPMENT & SUPPLIES	07800400-43333-	1570327	10200300
		WATER OPER - EXPENSE W&S BUSI			
A T & T BROADBAND 11/25/19-12/25/19	14.90	IT EQUIPMENT & SUPPLIES	07700400-43333-	1570327	10200300
		GEN NONDEPT - EXPENSE GEN GOV			
A T & T BROADBAND 11/25/19-12/25/19	8.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1570328	10200300
		SEWER OPER - EXPENSE W&S BUSI			
A T & T BROADBAND 11/25/19-12/25/19	1.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	1570328	10200300
		WATER OPER - EXPENSE W&S BUSI			
A T & T BROADBAND 11/25/19-12/25/19	1.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	1570328	10200300
Vendor Total: \$377.98					
DREISILKER ELECTRIC MOTORS INC					
		BUILDING MAINT. BALANCE SHEET			
FAN MOTOR	1,007.00	INVENTORY	28-14220-	1134420	28200062
Vendor Total: \$1,007.00					
EAST JORDAN IRON WORKS INC					
		GENERAL SERVICES PW - EXPENSE			
STORM LIDS	590.00	MAINT - STORM SEWER	01500300-44431-	110190083064	50200101
Vendor Total: \$590.00					
ELOQUENT MEDIA COMMUNICATIONS					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
EMERGENCY WATER SHUT OFF NOTICES	132.50	SEWER OPER - EXPENSE W&S BUSI PRINTING & ADVERTISING	07800400-42243-	2925	70200197
EMERGENCY WATER SHUT OFF NOTICES	132.50	WATER OPER - EXPENSE W&S BUSI PRINTING & ADVERTISING	07700400-42243-	2925	70200197
Vendor Total: \$265.00					
EMERGENCY SERVICE MARKETING CORP INC					
ON CALL SOFTWARE	270.00	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	2019 RENEWAL	50200098
ON CALL SOFTWARE	270.00	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	2019 RENEWAL	50200098
ON CALL SOFTWARE	270.00	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	2019 RENEWAL	50200098
Vendor Total: \$810.00					
ENCAP INC					
CREEKS CROSSING PARK IMPROVEMENTS	1,080.00	PARK IMPR - EXPENSE PUB WORKS CAPITAL IMPROVEMENTS	06900300-45593-P1714	5765	40200194
WOODS CREEK STREAMBANK	1,700.00	STREET IMPROV- EXPENSE PUBWRKS INFRASTRUCTURE MAINT IMPROV	04900300-43370-	5751	40200184
SURREY LANE DRAINAGE	3,333.00	STREET IMPROV- EXPENSE PUBWRKS INFRASTRUCTURE MAINT IMPROV	04900300-43370-	5752	40200184
CREEKS CROSSING PARK IMPROVEMENTS	5,295.15	PARK IMPR - EXPENSE PUB WORKS INFRASTRUCTURE MAINT IMPROV	06900300-43370-	5749	40200190
Vendor Total: \$11,408.15					
ENGINEERING ENTERPRISES, INC					
WTP 2&3 HSP MOTOR REPLACEMENT	9,069.75	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	12900400-42232-W1722	67631	40200209
Vendor Total: \$9,069.75					
FEDEX					
CONSTRUCTION PROJECT SHIPPING	41.32	PWA - EXPENSE PUB WORKS POSTAGE	01400300-43317-	6-762-48238	10200003
Vendor Total: \$41.32					
FISHER AUTO PARTS INC					
AIR FILTER	8.28	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-504638	29200024
OIL FILTERS/WIPER BLADES	54.58	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-505128	29200024
WINTER WIPER BLADES	69.90	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-504841	29200024
AIR FILTER/OIL FILTERS	39.86	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-504209	29200024
AIR FILTER/FUEL FILTER	57.69	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-502844	29200024

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
REFRIGERANT	149.95	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-502435	29200024
DRIVE BELT PULLEY/BELT ASSEMBLY	172.89	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-504608	29200024
Vendor Total: \$553.15					
FOCUS MARTIAL ARTS INC					
FALL SESSION 1	318.75	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	52612	10200146
Vendor Total: \$318.75					
FOSTER COACH SALES INC					
SOLENOID	100.12	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	18334	29200034
Vendor Total: \$100.12					
GARY KANTOR					
FALL SESSION - OCTOBER	45.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	FALL 2019 SESSION	10200180
Vendor Total: \$45.00					
GOVTEMPSUSA LLC					
10/7/19-10/20/19 BLANCHARD	3,511.90	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	2895170	30200044
9/23/19-10/6/19 BLANCHARD	4,100.60	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	2885417	30200044
Vendor Total: \$7,612.50					
GRAINGER					
TREATMENT FACILITY PLUMBING MAINTENAN	42.81	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	9321709603	70200212
EXTERIOR THROTTLE CABLES	50.98	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9312713499	29200085
LAMP RECYCLING KIT	82.88	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9333086537	28200021
ADAPTER/COUPLING	97.30	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	9323620352	70200213
SUCTION HOSE/WATER HOSE/ADAPTERS	1,016.42	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	9311951496	70200205
PLEATED AIR FILTER	27.90	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9334488419	28200021
PLEATED AIR FILTERS	89.76	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9334257962	28200021
STEEL LAWN RAKES	14.08	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9326981314	28200021
TRIGGER SPRAY BOTTLES	37.08	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9326981322	28200021

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BUILDING MAINT. BALANCE SHEET					
METAL LAMPS	253.92	INVENTORY	28-14220-	9325080886	28200021
Vendor Total: \$1,713.13					
H & H ELECTRIC CO					
MFT - EXPENSE PUBLIC WORKS					
19-00000-00-GM STREET LIGHT MFT	232.42	MAINT - STREET LIGHTS	03900300-44429-	33699	40200044
MFT - EXPENSE PUBLIC WORKS					
19-00000-00-GM STREET LIGHT MFT	4,077.40	MAINT - STREET LIGHTS	03900300-44429-	33689	40200044
Vendor Total: \$4,309.82					
H R GREEN INC					
STREET IMPROV- EXPENSE PUBWRKS					
SCOTT, SCHUETT & SOUWANAS STREETS	3,911.76	ENGINEERING/DESIGN SERVICES	04900300-42232-S1852	130172	40200203
STREET IMPROV- EXPENSE PUBWRKS					
LAKE DRIVE SOUTH STREET IMPROVEMENTS	4,320.79	ENGINEERING/DESIGN SERVICES	04900300-42232-S1812	130170	40200202
STREET IMPROV- EXPENSE PUBWRKS					
ALGONQUIN LAKES STREET IMPROVEMENTS	8,226.85	ENGINEERING/DESIGN SERVICES	04900300-42232-S1822	130169	40200202
PARK IMPR - EXPENSE PUB WORKS					
KELLIHER PARK PARKING LOT	13,949.59	ENGINEERING/DESIGN SERVICES	06900300-42232-	2-130327	40200207
Vendor Total: \$30,408.99					
HANDMADE ON MAIN					
RECREATION - EXPENSE GEN GOV					
SUMMER SESSION 1	31.50	RECREATION PROGRAMS	01101100-47701-	345398	10200099
RECREATION - EXPENSE GEN GOV					
FALL SESSION 2	42.00	RECREATION PROGRAMS	01101100-47701-	684296	10200099
Vendor Total: \$73.50					
HARRISON & ASSOCIATES INC					
STREET IMPROV- EXPENSE PUBWRKS					
SOUWANAS CREEK PERMANENT EASEMENT	500.00	LEGAL SERVICES	04900300-42230-	11293	40200193
Vendor Total: \$500.00					
HAYES INDUSTRIES					
W & S IMPR. - EXPENSE W&S BUSI					
DOWNTOWN STREETSCAPE STAGE 1B	196,927.42	WATER MAIN	12900400-45565-W1933	49177	40200201
Vendor Total: \$196,927.42					
HD SUPPLY FACILITIES MAINTENANCE LTD					
WATER OPER - EXPENSE W&S BUSI					
WTP #2 - UNION PVC END	31.94	MAINT - TREATMENT FACILITY	07700400-44412-	032108	70200215
SEWER OPER - EXPENSE W&S BUSI					
TRACING DYE	106.25	SMALL TOOLS & SUPPLIES	07800400-43320-	018688	70200211
WATER OPER - EXPENSE W&S BUSI					
P.H. PROBE	169.43	LAB SUPPLIES	07700400-43345-	038993	70200219
SEWER OPER - EXPENSE W&S BUSI					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UNION BALL VALVE/PVC BUSHING	181.27	MAINT - TREATMENT FACILITY	07800400-44412-	023082	70200210
PUMP	857.45	WATER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07700400-43320-	011957	70200199
Vendor Total: \$1,346.34					
HOLCIM (US) INC					
SAND & STONE	1,139.51	WATER OPER - EXPENSE W&S BUSI MATERIALS	07700400-43309-	711612202	70200202
SAND & STONE	2,117.54	WATER OPER - EXPENSE W&S BUSI MATERIALS	07700400-43309-	711612203	70200203
Vendor Total: \$3,257.05					
INDEPENDENT MECHANICAL INDUSTRIES INC					
WTP 2&3 HSP MOTOR REPLACEMENT	914.16	W & S IMPR. - EXPENSE W&S BUSI WATER TREATMENT PLANT	12900400-45520-W1723	56746	40200204
WTP 2&3 HSP MOTOR REPLACEMENT	1,000.00	W & S IMPR. - EXPENSE W&S BUSI WATER TREATMENT PLANT	12900400-45520-W1723	56717	40200204
Vendor Total: \$1,914.16					
IT SUPPLIES INC					
SIGN MATERIAL	155.00	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	ITS000000454316	50200103
Vendor Total: \$155.00					
JOHN A RABER & ASSOCIATES INC					
CIP FUNDING ASSISTANCE - OCTOBER	3,000.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	1201669	10200235
Vendor Total: \$3,000.00					
JOSEPH D FOREMAN & CO					
B-BOX PARTS	114.00	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	325893	70200198
Vendor Total: \$114.00					
JUSTIN RYTER					
WEFTEC SEMINAR EXPENSES - TRAIN	35.13	SEWER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07800400-47740-	WEFTEC SEMINAR	10200295
Vendor Total: \$35.13					
JWC ENVIRONMENTAL INC					
COMMUNUTOR REPLACEMENT	16,384.08	SEWER OPER - EXPENSE W&S BUSI MAINT - LIFT STATION	07800400-44414-	99283	70200206
Vendor Total: \$16,384.08					
KANE COUNTY DIVISION OF TRANSPORTATION					
TRAFFIC SIGNAL MAINT - JUNE - AUG 2019	1,276.77	GENERAL SERVICES PW - EXPENSE MAINT - TRAFFIC SIGNALS	01500300-44430-	2019-00000027	50200100
Vendor Total: \$1,276.77					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
KONEMATIC INC					
GARAGE DOORS - PUBLIC WORKS	759.83	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	875047	28200006
GARAGE DOORS - WWTP	1,399.50	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	874948	28200006
Vendor Total: \$2,159.33					
KWIK KOPY PRINTING					
CDD FIELD CORRECTION NOTICES	269.50	CDD - EXPENSE GEN GOV PRINTING & ADVERTISING	01300100-42243-	132637	30200052
Vendor Total: \$269.50					
KWK STUDY CORP					
FALL SESSION 1	52.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	450252	10200191
Vendor Total: \$52.00					
LAI LTD					
WTP #2 FILTER #4	1,995.95	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	19-16797	70200204
Vendor Total: \$1,995.95					
LAUTERBACH & AMEN LLP					
ACCOUNTING ASSISTANCE - SEPTEMBER	360.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	40531	10200010
ACCOUNTING ASSISTANCE - SEPTEMBER	360.00	PROFESSIONAL SERVICES	01100100-42234-	40531	10200010
ACCOUNTING ASSISTANCE - AUGUST	900.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	40530	10200224
PAYROLL PROCESSING SERVICES - SEPTEMBER	4,795.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	40532	10200212
Vendor Total: \$6,415.00					
LEACH ENTERPRISES INC					
OIL CAP	30.20	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	950508	29200011
HOSES	46.92	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	951062	29200011
SPRING BRAKE VALVE	52.30	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	950509	29200011
Vendor Total: \$129.42					
LOQUERCIO AUTOMOTIVE GROUP LLC					
GASKET	23.88	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	4011641	29200076
SPARK PLUG	77.10	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	4011637	29200076
Vendor Total: \$100.98					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
LRS HOLDINGS LLC					
19-00000-00-GM STREET SWEEPING	12,206.40	MFT - EXPENSE PUBLIC WORKS MAINT - STREETS	03900300-44428-	PS293526	40200187
	Vendor Total: \$12,206.40				
LUCKY GASOLINE INC					
CAR WASHES - 8/6/19-10/10/19	48.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	8/6/19-10/10/19	29200005
	Vendor Total: \$48.00				
M & A PRECISION AUTO INC					
SAFETY LANE #529	30.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	12750	29200020
SAFETY LANE #821	30.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	10285	29200020
SAFETY LANE #830	45.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	10285	29200020
SAFETY LANE #518	29.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	10285	29200020
SAFETY LANE #566	29.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	10285	29200020
SAFETY LANE #569	29.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	10285	29200020
SAFETY LANE #568	31.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	10285	29200020
	Vendor Total: \$223.00				
MANSFIELD OIL COMPANY					
FUEL	2,646.60	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	21499642	29200015
FUEL	3,476.55	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	21499641	29200015
	Vendor Total: \$6,123.15				
MARK ZAHARA					
DENVER TRAINING EXPENSES	165.14	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	DENVER TRAINING	20200094
	Vendor Total: \$165.14				
MARTELLE WATER TREATMENT					
SODIUM HYPOCHLORITE	4,140.00	WATER OPER - EXPENSE W&S BUSI CHEMICALS	07700400-43342-	19022	70200017
	Vendor Total: \$4,140.00				
MARTIN IMPLEMENT SALES INC					
SPRING KIT	128.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	A72420	29200032

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$128.00					
MC HENRY COUNTY CLERK					
WEBER NOTARY REGISTRATION	10.00	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	WEBER NOTARY	10200285
Vendor Total: \$10.00					
MENARDS CARPENTERSVILLE					
VENT LID	10.99	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	47097	28200016
Vendor Total: \$10.99					
METRO STRATEGIES INC					
PR FIRM - SEPTEMBER 2019	1,500.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-	ALPW-03	40200138
PR FIRM - SEPTEMBER 2019	1,500.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	12900400-42232-	ALPW-03	40200138
Vendor Total: \$3,000.00					
MIDLAND STANDARD ENGINEERING & TESTING INC					
DOWNTOWN STREETScape STAGE 3 W	21,836.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	12900400-42232-W1941	139822	40200196
DOWNTOWN STREETScape STAGE 3 W	21,836.00	ENGINEERING/DESIGN SERVICES	12900400-42232-W1951	139822	40200196
Vendor Total: \$43,672.00					
MOTOROLA SOLUTIONS INC					
STARCOM OCT 2019 USAGE	1,772.00	POLICE - EXPENSE PUB SAFETY EQUIPMENT RENTAL	01200200-42270-	455019262019	20200097
MOBILE RADIOS FOR TWO PD VEHICLES	10,706.24	POLICE - EXPENSE PUB SAFETY CAPITAL PURCHASE	01200200-45590-	41275952	20200083
Vendor Total: \$12,478.24					
NAPA AUTO SUPPLY ALGONQUIN					
CONNECTOR	12.45	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	052649	29200016
OZIUM GEL	14.46	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	054139	29200016
V-BELT	31.82	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	053423	29200016
OIL DRY	59.94	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	052749	29200016
BRAKE CLEANER/BLASTER/BRAKE KITS	115.26	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	054418	29200016
DEX	124.80	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	054149	29200016
Vendor Total: \$358.73					
NATIONAL SEED COMPANY					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
GENERAL SERVICES PW - EXPENSE					
P&F WEED CONTROL CHEMICALS	318.00	MATERIALS	01500300-43309-	590883SI	50200096
Vendor Total: \$318.00					
NICHOLAS MATHEY LLC PIPEVIEW					
SEWER OPER - EXPENSE W&S BUSI					
COLLECTION SYSTEM MAINTENANCE	1,422.50	MAINT - COLLECTION SYSTEM	07800400-44416-	4630	70200214
Vendor Total: \$1,422.50					
NICOR GAS					
WATER OPER - EXPENSE W&S BUSI					
9/9/19-10/8/19 WTP #3	469.52	NATURAL GAS	07700400-42211-	04-29-91-4436 2	70200034
Vendor Total: \$469.52					
NORTHWEST TRUCKS INC					
VEHICLE MAINT. BALANCE SHEET					
TEMPERATURE SENSOR	129.63	INVENTORY	29-14220-	01P566045	29200036
Vendor Total: \$129.63					
NORTILLO CONSULTING GROUP INC					
CDD - EXPENSE GEN GOV					
CONSULTING 10/8/19-10/25/19	2,860.00	PROFESSIONAL SERVICES	01300100-42234-	10242019 ALGONQUIN	30200013
CDD - EXPENSE GEN GOV					
IEDC MARKETING CONFERENCE EXPENSES	951.41	PROFESSIONAL SERVICES	01300100-42234-	2019 IEDC CONFERENCE	30200013
Vendor Total: \$3,811.41					
NWBOCA CHAPTER 35					
CDD - EXPENSE GEN GOV					
HARKIN/MARTIN FALL REGISTRATION	400.00	TRAVEL/TRAINING/DUES	01300100-47740-	2019 FALL REGISTRATI	30200050
Vendor Total: \$400.00					
OFFICE DEPOT					
POLICE - EXPENSE PUB SAFETY					
ALEVE/CANDY	89.69	OFFICE SUPPLIES	01200200-43308-	391180313001	20200007
POLICE - EXPENSE PUB SAFETY					
BAND AIDES	19.09	OFFICE SUPPLIES	01200200-43308-	391180314001	20200007
POLICE - EXPENSE PUB SAFETY					
CANDY/IBUPROFEN/CLEANING PADS	87.48	OFFICE SUPPLIES	01200200-43308-	391169745001	20200007
PWA - EXPENSE PUB WORKS					
COLORED FOLDERS	12.11	OFFICE SUPPLIES	01400300-43308-	385438600001	40200001
PWA - EXPENSE PUB WORKS					
PAPER/TAPE/RULER/CORRECTION TAPES	105.07	OFFICE SUPPLIES	01400300-43308-	385436724001	40200001
CDD - EXPENSE GEN GOV					
VOICE MAIL LOG	21.98	OFFICE SUPPLIES	01300100-43308-	384854543001	30200010
CDD - EXPENSE GEN GOV					
REVISED STAMP	24.58	OFFICE SUPPLIES	01300100-43308-	386723657001	30200010
CDD - EXPENSE GEN GOV					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
DRY ERASE BOARD	33.59	OFFICE SUPPLIES	01300100-43308-	384847655001	30200010
		CDD - EXPENSE GEN GOV			
PAPER	34.99	OFFICE SUPPLIES	01300100-43308-	386723466001	30200010
Vendor Total: \$428.58					
ONE TIME PAY					
A JUNGE/CANCELLED CLASS	49.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	3405-3 BASKETBALL	
C WODZIAK/CANCELLED CLASS	40.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	3512 CREATIVE MOVE	
HYD METER REFUND/VARIOUS SITES	1,079.14	WATER & SEWER BALANCE SHEET DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND	
HDY METER REFUND - GLENLOCH	1,237.21	WATER & SEWER BALANCE SHEET DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND	
Vendor Total: \$2,405.35					
OZINGA READY MIX CONCRETE INC					
BLOCKS TO EXTEND WET SPOILS BIN	1,650.00	WATER OPER - EXPENSE W&S BUSI MATERIALS	07700400-43309-	97972	70200207
Vendor Total: \$1,650.00					
PAHCS II					
FLU SHOT - GSA	35.00	GEN NONDEPT - EXPENSE GEN GOV PROFESSIONAL SERVICES	01900100-42234-	401073	10200287
Vendor Total: \$35.00					
PERSPECTIVES LTD					
EMPLOYEE ASSISTANCE ANNUAL FEE	2,886.00	GEN NONDEPT - EXPENSE GEN GOV PROFESSIONAL SERVICES	01900100-42234-	93280	10200291
Vendor Total: \$2,886.00					
POLICE LAW INSTITUTE INC					
LEGAL UPDATE & REVIEW-3 YEAR RENEWAL	4,370.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	14031	20200096
Vendor Total: \$4,370.00					
POMPS TIRE SERVICE INC					
TIRES	3,049.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	640075885	29200029
Vendor Total: \$3,049.00					
R A ADAMS ENTERPRISES					
JACK HAMMER	135.40	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	S016710	29200017
Vendor Total: \$135.40					
RALPH HELM INC					
TUBE	21.44	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	108563	29200012

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$21.44					
RAY O'HERRON CO INC					
UNIFORM PURCHASE - STACHURA	311.97	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	1957661-IN	20200002
Vendor Total: \$311.97					
RED WING SHOE STORE					
BOOTS - BANIA	24.99	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	955-1-31500	40200205
BOOTS - BANIA	169.99	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	955-1-31499	40200205
BOOTS - HENRICHS	186.99	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	955-1-31686	40200205
BOOTS - FEY KEANE	186.99	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	955-1-31214	40200178
BOOTS - HARTMANN	194.98	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	955-1-31213	40200178
BOOTS - LEBRON	194.98	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	955-1-31403	40200178
Vendor Total: \$958.92					
ROSEN HYUNDAI ENTERPRISES LLC					
2Q 2019 SALES TAX REBATE	59,175.33	GS ADMIN - EXPENSE GEN GOV SALES TAX REBATE EXPENSE	01100100-47765-	2ND QTR 2019	10200289
Vendor Total: \$59,175.33					
RUSS FARNUM					
FARNUM ICSC DEALMAKING CONFERENCE	32.75	CDD - EXPENSE GEN GOV ECONOMIC DEVELOPMENT	01300100-47710-	ICSC DEALMAKING	30200051
Vendor Total: \$32.75					
SCHELLERER CORP INC					
PICTURE UPGRADE	2,374.94	POLICE - EXPENSE PUB SAFETY PROFESSIONAL SERVICES	01200200-42234-	145520	20200091
Vendor Total: \$2,374.94					
SCHROEDER & SCHROEDER INC					
19-00000-00-GM CONCRETE R&R	27,417.30	MFT - EXPENSE PUBLIC WORKS MAINT - CURB & SIDEWALK	03900300-44427-	6318	40200188
Vendor Total: \$27,417.30					
SEBERT LANDSCAPING CO					
1192 HOLLY LANE	110.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	S493732	30200046
16 SPRINGBROOK ROAD	120.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	S511251	30200046
		CDD - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
2211 CRAB TREE LANE	248.00	PROFESSIONAL SERVICES	01300100-42234-	S511235	30200046
		CDD - EXPENSE GEN GOV			
19-31-379-003/19-31-380-002/19-31-381-002	248.00	PROFESSIONAL SERVICES	01300100-42234-	S510028	30200046
Vendor Total: \$726.00					
SEMPER FI YARD SERVICES INC					
		STREET IMPROV- EXPENSE PUBWRKS			
CRYSTAL CREEK RESTORATION	11,183.35	CAPITAL IMPROVEMENTS	04900300-45593-S1802	2019-1969	40200174
Vendor Total: \$11,183.35					
SHAW SUBURBAN MEDIA GROUP					
		PARK IMPR - EXPENSE PUB WORKS			
BID ADS	926.70	ENGINEERING/DESIGN SERVICES	06900300-42232-	091910287	40200180
		W & S IMPR. - EXPENSE W&S BUSI			
BID ADS	331.74	ENGINEERING/DESIGN SERVICES	12900400-42232-W1841	091910287	40200180
Vendor Total: \$1,258.44					
SHERWIN WILLIAMS					
		GENERAL SERVICES PW - EXPENSE			
PAINT	186.90	MATERIALS	01500300-43309-	5479-1	50200099
Vendor Total: \$186.90					
SIRCHIE ACQUISITION CO LLC					
		POLICE - EXPENSE PUB SAFETY			
EVIDENCE SUPPLIES	94.31	MATERIALS	01200200-43309-	0416370-IN	20200093
Vendor Total: \$94.31					
SIUE					
		GS ADMIN - EXPENSE GEN GOV			
BAJOR NICOR 50% SCHOLARSHIP	250.00	TRAVEL/TRAINING/DUES	01100100-47740-	OCT 2019 CONFERENCE	10200284
Vendor Total: \$250.00					
STANS OFFICE TECHNOLOGIES					
		CDD - EXPENSE GEN GOV			
CDD COPIER SERVICE AGREEMENT	64.21	MAINT - OFFICE EQUIPMENT	01300100-44426-	348558	10200288
		SEWER OPER - EXPENSE W&S BUSI			
STANS MFP TONER USE PW	16.11	MAINT - OFFICE EQUIPMENT	07800400-44426-	348336	10200282
		GS ADMIN - EXPENSE GEN GOV			
STANS MFP TONER USE GSA	491.71	MAINT - OFFICE EQUIPMENT	01100100-44426-	348318	10200282
		CDD - EXPENSE GEN GOV			
STANS MFP TONER USE CDD	189.22	MAINT - OFFICE EQUIPMENT	01300100-44426-	348385	10200282
		BLDG MAINT- REVENUE & EXPENSES			
STANS MFP TONER USE PW	11.24	MAINT - OFFICE EQUIPMENT	28900000-44426-	348386	10200282
		GENERAL SERVICES PW - EXPENSE			
STANS MFP TONER USE PW	22.39	MAINT - OFFICE EQUIPMENT	01500300-44426-	348386	10200282
		PWA - EXPENSE PUB WORKS			
STANS MFP TONER USE PW	11.24	MAINT - OFFICE EQUIPMENT	01400300-44426-	348386	10200282

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
STANS MFP TONER USE PW	11.24	SEWER OPER - EXPENSE W&S BUSI MAINT - OFFICE EQUIPMENT	07800400-44426-	348386	10200282
STANS MFP TONER USE PW	11.24	VEHCL MAINT-REVENUE & EXPENSES MAINT - OFFICE EQUIPMENT	29900000-44426-	348386	10200282
STANS MFP TONER USE PW	11.24	WATER OPER - EXPENSE W&S BUSI MAINT - OFFICE EQUIPMENT	07700400-44426-	348386	10200282
Vendor Total: \$839.84					
STAPLES ADVANTAGE					
PENS/SHARPIE MARKERS	78.84	POLICE - EXPENSE PUB SAFETY OFFICE SUPPLIES	01200200-43308-	3424094792	20200005
LEATHER CHAIR	214.19	POLICE - EXPENSE PUB SAFETY OFFICE SUPPLIES	01200200-43308-	3424094791	20200005
GLOVES	88.09	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3427957757	28200011
TOILET BOWL CLEANER	151.07	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3427957755	28200011
PAPER/BLUE PAPER	65.97	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	3424094788	10200026
PENS/FOLDERS/POCKET FOLDERS	90.22	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	3424094789	10200026
TAPE/STAPLES/MOUSE PAD/FOLDERS	113.22	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	3424094787	10200026
PAPER/2020 PLANNERS/CALCULATOR	181.30	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	3424094790	10200026
Vendor Total: \$982.90					
SYMBOLARTS LLC					
UNIFORM - PUMP	60.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	0338730-IN	20200082
OFFICER BADGES	52.25	POLICE - EXPENSE PUB SAFETY POSTAGE	01200200-43317-	0337818-IN	20200087
OFFICER BADGES	825.00	UNIFORMS & SAFETY ITEMS	01200200-47760-	0337818-IN	20200087
Vendor Total: \$937.25					
SYNAGRO					
SLUDGE HAULING	2,584.80	SEWER OPER - EXPENSE W&S BUSI SLUDGE REMOVAL	07800400-42262-	9778	70200011
Vendor Total: \$2,584.80					
THOMPSON ELEVATOR INSP					
ELEVATOR INSPECTIONS	129.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	19-2566	30200008
Vendor Total: \$129.00					
TIM WEGRZYN					
WATER OPER - EXPENSE W&S BUSI					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
WEFTEC SEMINAR EXPENSES - TRAIN	20.00	TRAVEL/TRAINING/DUES	07700400-47740-	WEFTEC SEMINAR	10200294
Vendor Total: \$20.00					
TODAYS UNIFORMS					
UNIFORM PURCHASE - SLABINSKI	52.99	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	180132	20200004
OFFICER UNIFORM - WOGSLAND	20.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	179879	20200088
OFFICER UNIFORM - WOGSLAND	50.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	179864	20200088
OFFICER UNIFORM - STACHURA	64.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	179861	20200088
Vendor Total: \$186.99					
TONY JONAS					
WEFTEC SEMINAR EXPENSES-TRAIN	19.50	WATER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07700400-47740-	WEFTEC SEMINAR	10200298
Vendor Total: \$19.50					
TRAFFIC CONTROL & PROTECTION INC					
SIGN BANDING	172.70	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	102220	50200097
Vendor Total: \$172.70					
TREASURER, STATE OF ILLINOIS					
CRYSTAL CREEK BRIDGE REPLACEMENT	150,810.91	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-S1961	123099	40200179
Vendor Total: \$150,810.91					
TRICIA A WALLACE					
FALL SESSION 2	2,445.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	FALL 2	10200097
Vendor Total: \$2,445.00					
TROTTER & ASSOCIATES INC					
DOWNTOWN STREETSCAPE STAGE 3	1,915.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	12900400-42232-W1941	16209	40200176
DOWNTOWN STREETSCAPE STAGE 3	1,915.00	ENGINEERING/DESIGN SERVICES	12900400-42232-W1951	16209	40200176
DOWNTOWN STREETSCAPE STAGE 2	15,313.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	12900400-42232-W1753	16263	40200175
WWTP IMPROVEMENTS PHASE 6B	25,761.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	12900400-42232-W1841	16181	40200195
WWTP IMPROVEMENTS PHASE 6B	95,000.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	12900400-42232-W1841	16279	40200195
Vendor Total: \$139,904.00					
TYLER TECHNOLOGIES INC					
		GS ADMIN - EXPENSE GEN GOV			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
HR MUNIS SOFTWARE IMPLEMENTATION	4,961.58	PROFESSIONAL SERVICES	01100100-42234-	045-279795	10200293
Vendor Total: \$4,961.58					
UNITED METERS INC					
WATER METER INSTALLATIONS	14,730.00	W & S IMPR. - EXPENSE W&S BUSI METERS & METER SUPPLIES	12900400-43348-	3473	40200005
WATER METER INSTALLATIONS	15,064.00	W & S IMPR. - EXPENSE W&S BUSI METERS & METER SUPPLIES	12900400-43348-	3481	40200005
WATER METER INSTALLATIONS	16,683.00	W & S IMPR. - EXPENSE W&S BUSI METERS & METER SUPPLIES	12900400-43348-	3464	40200005
Vendor Total: \$46,477.00					
US BANK EQUIPMENT FINANCE					
RICOH COPIER 11/14/2019	156.00	POLICE - EXPENSE PUB SAFETY LEASES - NON CAPITAL	01200200-42272-	397805862	10200034
RICOH COPIER 11/17/2019	152.49	CDD - EXPENSE GEN GOV LEASES - NON CAPITAL	01300100-42272-	398210732	10200279
RICOH COPIER 11/17/2019	54.81	CDD - INTEREST EXPENSE INTEREST EXPENSE	01300600-47790-	398210732	10200279
RICOH COPIER 11/17/2019	54.81	PUBLIC WORKS ADMIN - INT EXP INTEREST EXPENSE	01400600-47790-	398210732	10200279
RICOH COPIER 11/17/2019	152.48	PWA - EXPENSE PUB WORKS LEASES - NON CAPITAL	01400300-42272-	398210732	10200279
Vendor Total: \$570.59					
US FIRE & SAFETY EQUIPMENT CO					
FIRE EXTINGUISHER INSPECTION	2,148.95	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	503390	28200061
Vendor Total: \$2,148.95					
V3 COMPANIES OF ILLINOIS LTD					
CREEKS CROSSING PARK IMPROVEMENT	3,195.00	PARK IMPR - EXPENSE PUB WORKS ENGINEERING/DESIGN SERVICES	06900300-42232-P1713	519339	40200185
CREEKS CROSSING PARK IMPROVEMENT	10,930.00	PARK IMPR - EXPENSE PUB WORKS ENGINEERING/DESIGN SERVICES	06900300-42232-P1713	619383	40200185
Vendor Total: \$14,125.00					
VERIZON WIRELESS SERVICES LLC					
9/14/19-10/13/19 STATEMENT	123.42	BLDG MAINT- REVENUE & EXPENSES TELEPHONE	28900000-42210-	9840099154	10200296
9/14/19-10/13/19 STATEMENT	375.48	CDD - EXPENSE GEN GOV TELEPHONE	01300100-42210-	9840099154	10200296
9/14/19-10/13/19 STATEMENT	6.80	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	9840099154	10200296
9/14/19-10/13/19 STATEMENT	735.05	GENERAL SERVICES PW - EXPENSE TELEPHONE	01500300-42210-	9840099154	10200296
		GS ADMIN - EXPENSE GEN GOV			

Vendor					
Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
9/14/19-10/13/19 STATEMENT	401.58	TELEPHONE	01100100-42210-	9840099154	10200296
		POLICE - EXPENSE PUB SAFETY			
9/14/19-10/13/19 STATEMENT	570.69	TELEPHONE	01200200-42210-	9840099154	10200296
9/14/19-10/13/19 STATEMENT	599.94	IT EQUIPMENT & SUPPLIES	01200200-43333-	9840099154	10200296
		PWA - EXPENSE PUB WORKS			
9/14/19-10/13/19 STATEMENT	195.83	TELEPHONE	01400300-42210-	9840099154	10200296
		RECREATION - EXPENSE GEN GOV			
9/14/19-10/13/19 STATEMENT	113.42	TELEPHONE	01101100-42210-	9840099154	10200296
		SEWER OPER - EXPENSE W&S BUSI			
9/14/19-10/13/19 STATEMENT	505.94	TELEPHONE	07800400-42210-	9840099154	10200296
		VEHCL MAINT-REVENUE & EXPENSES			
9/14/19-10/13/19 STATEMENT	113.42	TELEPHONE	29900000-42210-	9840099154	10200296
		WATER OPER - EXPENSE W&S BUSI			
9/14/19-10/13/19 STATEMENT	537.35	TELEPHONE	07700400-42210-	9840099154	10200296
Vendor Total: \$4,278.92					
VILLAGE OF ALGONQUIN					
		POLICE - EXPENSE PUB SAFETY			
PETTY CASH REIMBURSEMENT	75.00	TRAVEL/TRAINING/DUES	01200200-47740-	10/21/19 REQUEST	20200092
		POLICE - EXPENSE PUB SAFETY			
PETTY CASH REIMBURSEMENT	39.75	PROFESSIONAL SERVICES	01200200-42234-	10/21/19 REQUEST	20200090
PETTY CASH REIMBURSEMENT	8.00	MATERIALS	01200200-43309-	10/21/19 REQUEST	20200090
PETTY CASH REIMBURSEMENT	5.07	TRAVEL/TRAINING/DUES	01200200-47740-	10/21/19 REQUEST	20200090
		POLICE - EXPENSE PUB SAFETY			
PETTY CASH REIMBURSEMENT	90.00	TRAVEL/TRAINING/DUES	01200200-47740-	10/21/19 REQUEST	20200086
		GENERAL SERVICES PW - EXPENSE			
PETTY CASH REIMB	90.00	TRAVEL/TRAINING/DUES	01500300-47740-	10/28/19 REQUEST	40200208
		VEHCL MAINT-REVENUE & EXPENSES			
PETTY CASH REIMB	30.00	TRAVEL/TRAINING/DUES	29900000-47740-	10/28/19 REQUEST	40200208
		WATER OPER - EXPENSE W&S BUSI			
PETTY CASH REIMB	60.00	TRAVEL/TRAINING/DUES	07700400-47740-	10/28/19 REQUEST	40200208
Vendor Total: \$397.82					
WATER PRODUCTS CO AURORA					
		WATER OPER - EXPENSE W&S BUSI			
FLUSHING STATION	117.50	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0291945	70200216
		WATER OPER - EXPENSE W&S BUSI			
HYDRANT OIL	368.00	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0291036	70200200
		WATER OPER - EXPENSE W&S BUSI			
HYDRANT OIL	368.00	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0291662	70200201
		WATER OPER - EXPENSE W&S BUSI			
HYDRANT PARTS	620.00	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0291916	70200217
		WATER OPER - EXPENSE W&S BUSI			
FLUSHING STATION	1,085.19	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0292018	70200220
Vendor Total: \$2,558.69					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
ZIEGLERS ACE HARDWARE					
WASHERS	1.62	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	036024/L	50200102
Vendor Total: \$1.62					
ZUKOWSKI ROGERS FLOOD & MCARDLE					
TRAFFIC CASES,ORDINANCE VIOLATIONS	6,718.75	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	139712	
TRAFFIC CASES,ORD VIOL-COSTS ADVANCEI	27.60	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	139712	
PLANNING,ZONING,BLDG COMMISSIONER	131.25	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	139712	
LIQUOR COMMISSIONER	306.25	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	139712	
MISCELLANEOUS	2,012.50	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	139712	
MISCELLANEOUS - COSTS ADVANCED	67.00	STREET IMPROV- EXPENSE PUBWRKS LEGAL SERVICES	04900300-42230-	139712	
POLICE DEPARTMENT	131.25	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	139712	
MEETINGS	2,100.00	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	139712	
PUBLIC WORKS/STREETS	700.00	GENERAL SERVICES PW - EXPENSE LEGAL SERVICES	01500300-42230-	139712	
PUBLIC WORKS/STREETS	131.25	STREET IMPROV- EXPENSE PUBWRKS LEGAL SERVICES	04900300-42230-	139712	
PUBLIC WORKS/ADMINISTRATION	87.50	STREET IMPROV- EXPENSE PUBWRKS LEGAL SERVICES	04900300-42230-	139712	
TRAFFIC,ORD VIOLATIONS-MUN COURT	250.00	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	139712	
VILLAGE PROPERTY MATTERS-MISC	175.00	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	139712	
VILLAGE PROPERTY MATTERS-MISC	131.25	STREET IMPROV- EXPENSE PUBWRKS LEGAL SERVICES	04900300-42230-	139712	
DOWNTOWN PROPERTY ACQUISITIONS	350.00	STREET IMPROV- EXPENSE PUBWRKS LAND ACQUISITION	04900300-45595-	139712	
Vendor Total: \$13,319.60					
REPORT TOTAL: \$3,325,035.65					

Village of Algonquin

List of Bills 11/5/2019

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	144,588.61
03	MFT	44,423.12
04	STREET IMPROVEMENT	2,438,351.47
05	SWIMMING POOL	297.35
06	PARK IMPROVEMENT	40,301.44
07	WATER & SEWER	89,294.71
12	WATER & SEWER IMPROVEM	542,735.07
28	BUILDING MAINT. SERVICE	9,831.17
29	VEHICLE MAINT. SERVICE	15,212.71
		<hr/>
TOTAL ALL FUNDS		3,325,035.65 <hr/>

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

DATE: _____

APPROVED BY: _____



VILLAGE OF ALGONQUIN SCHEDULE OF MEETINGS

November 1, 2019

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

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

November 5, 2019	Tuesday	7:25 PM	Liquor Commission Special Meeting	GMC
November 5, 2019	Tuesday	7:30 PM	Village Board Meeting	GMC
November 11, 2019	Monday	7:30 PM	Planning and Zoning Commission Meeting	GMC
November 12, 2019	Tuesday	7:30 PM	Committee of the Whole Meeting	GMC
November 13, 2019	Wednesday	7:00 PM	Historic Commission Meeting	HVH
November 14, 2019	Thursday	2:30 PM	TIF Annual Joint Review Board Meeting	GMC
November 14, 2019	Thursday	7:00 PM	Economic Development Commission Meeting	GMC
November 19, 2019	Tuesday	7:30 PM	Village Board Meeting	GMC
November 19, 2019	Tuesday	7:45 PM	Committee of the Whole Meeting	GMC

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

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

LAW OFFICES
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MEMORANDUM

To: President and Board of Trustees

From: Kelly Cahill, Village Attorney

Date: October 31, 2019 

RE: Cannabis Ordinance

Purpose

To obtain feedback from the Village Board on a draft text amendment to the Municipal Code, which contains staff recommendations on regulatory policies for cannabis businesses.

Background

On June 25, 2019, Governor Pritzker signed into law House Bill 1438, which allows the consumption of cannabis for nonmedicinal purposes (Public Act 101-0027 – the Cannabis Regulation and Tax Act). Starting January 1, 2020, adults 21 and older will be able to legally purchase cannabis for recreational use from licensed dispensaries across the state.

At this point staff needs direction as to whether the Village Board wishes to permit cannabis businesses or prohibit them. Once we have that direction, we will be able to then proceed accordingly with the necessary hearings and ordinances.

Cannabis Business Establishments

The Cannabis Regulation and Tax Act provides for various types of Cannabis Business Establishments, which should be addressed one way or the other in our code. The types of establishments that are defined under the Act are as follows:

- Dispensing Organization: a facility to acquire cannabis from a cultivation center, craft grower, processing organization, or another dispensary for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia, or related supplies to purchasers.

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- Cultivation Center: an enclosed facility to cultivate, process, transport, and perform other necessary activities to provide cannabis products to cannabis business establishments.
- Craft Grower: an enclosed facility to cultivate, dry, cure, and package cannabis. A craft grower may contain up to 5,000 square feet of canopy space on its premises for plants in the flowering state. A craft grower may share premises with a processing organization or a dispensing organization, or both.
- Infuser Organization: a facility operated by an organization or business to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product.
- Processing Organization: a facility to either A) extract constituent chemicals or compounds to produce cannabis concentrate or B) incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product.
- Transporting Organization: an organization or business to transport cannabis on behalf of a cannabis business establishment. There is no storage of cannabis product at transporting organization sites – it is limited to fleet storage.

Draft Text Amendment

If the VB decides to permit the recreational sale, we have then the following recommended revisions to our municipal code. If directed to proceed, the text amendment will be scheduled for a public hearing with the Planning and Zoning Commission before it returns to the Village Board for approval. A summary of each policy issue addressed in the amendment is included below.

Zoning Districts

Staff recommends that dispensaries be allowed only as a special use and only in the B-2 zoning district. We further recommend that dispensaries not be allowed in the Old Town District even though there are some properties that are zoned B-2.

A Cultivation Center, Craft Grower, Infuser Organization, Processing Organization, or Transporting Organization shall only be allowed as a special use in the I-1, I-2 or B-P zoning districts.

Buffer Distance Limitations

The Village may dictate the location of retail cannabis establishments related to other sites deemed “sensitive”, such as pre-existing schools, daycare facilities, and churches. The State

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Act's only distance limitation on adult-use cannabis dispensaries requires them to be at least 1,500 feet from other existing dispensaries (medical or recreational). The State Act does not mandate any buffers from sensitive uses. Staff recommends the following buffers for dispensing organizations be adopted on top of State regulations:

- 1,500 feet from existing medical or adult-use cannabis dispensing organizations (to match the State);
- 1,000 feet from schools;
- 1,000 feet from licensed daycare facilities; and
- 1,000 feet from churches.

Business Registration

Similar to liquor licensing, the Village may enact a maximum number of registrations for cannabis business establishments. Staff proposes to initially limit the number of registrations to one. Future applications will require the Village Board to amend the Municipal Code and increase the number of registrations on a case-by-case basis.

On-Site Consumption

Staff recommends prohibiting on-site consumption at cannabis business establishments.

Hours of Operation

Staff recommends hours of operation of 9 a.m. – 9 p.m. No restriction on days out of the week are proposed.

Signage

Staff does not propose any additional requirements for signage, as the State addressed signage in the Act. Aside from State regulations, signage for cannabis business establishments would be treated like signage for any other business in the Village. To summarize the Act's signage rules for cannabis business establishments:

- No cannabis business establishment may engage in advertising that contains any statement or illustration that:
 - Is false or misleading;
 - Promotes overconsumption;
 - Depicts consumption of cannabis or cannabis products;
 - Depicts a person under 21 years consuming cannabis;
 - Makes any health, medicinal, or therapeutic claims;

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- Includes in image of a cannabis leaf or bud; or
 - Includes any images designed to appeal to minors, including cartoons, toys, animals, or children, or any likeness to images, characters, or phrases that tend to be appealing to persons under 21 years of age.
- No cannabis business establishment shall place advertisements in the following locations:
 - Within 1,000 feet of schools, playgrounds, recreation facilities, child care centers, parks, libraries, or game arcades that permit entry to persons under 21 years of age;
 - On a public transit vehicle or public transit shelter; or
 - On publicly owned or publicly operated property.

Staff also proposes Use Standards such as:

- All customer parking must be visible from a public road or private road accessible to the public. Parking areas shall be well lit and monitored by video surveillance equipment. Parking cannot be screened with vegetation, fencing, etc.
- No dispensary shall allow the public viewing of cannabis, cannabis products, or paraphernalia from any sidewalk, public or private right-of-way, or neighboring properties.
- Dispensaries shall not employ any person under 21 years of age. Access to the building shall be limited to customers at least 21 years of age, with the exception of patients under 21 years with a medical cannabis card.
- Dispensaries shall not have a drive-through.
- Dispensaries shall be an enclosed, locked facility, and shall maintain adequate security, including lighting, video surveillance, and alarms. Parking areas, client entrances, sales area, back rooms, storage areas, and the delivery bay and entrance shall be monitored by video surveillance equipment.
- Deliveries must occur during normal business hours within a secure enclosed delivery bay.
- All dispensary employees to attend the “Responsible Vendor Program Training”.



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: October 29, 2019

TO: President Schmitt and Board of Trustees

FROM: Russell Farnum, AICP, Community Development Director

SUBJECT: *2019 Seasonal Event – Lions Christmas Tree Sales Lot*

The Algonquin Lions Club has petitioned for their annual Seasonal Event Permit to hold Christmas Tree Sales at the Algonquin State Bank lot at the corner of Huntington and Randall Road.

The Lions Club is requesting that the fee be waived, as they are a not-for-profit organization. The fee is \$50 per day and, if charged, would be over \$1,500. The Village Board has traditionally granted their fee waiver request.

In addition, the past couple of years they have added fires in “burn barrels” for the warmth of their volunteers and the ambience of the holiday season. Staff has closely monitored this with the input from the Fire Department. Staff recommends approval of the fires subject to the following conditions:

1. Burn only natural dry seasoned wood, no tree scraps or greenery;
2. Keep fires and barrels at least six feet away from all combustibles;
3. At least one fire extinguisher must be present at all times;
4. All fires are subject to the approval of the Fire Chief and are allowed only in compliance with Chapter 43.08 of the Algonquin Municipal Code, except for Paragraph A2 (which restricts fires to residential districts);
5. The Village or the Fire Department may order the fires extinguished if the fires become unsafe or if there are complaints about smoke or odors.

It is recommended that the Village Board approve this request for 2019 with the considerations outlined above.

SEASONAL/SPECIAL EVENT PERMIT NUMBER: _____

APPLICATION: _____

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

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

Location of Event Algonquin State Bank - 2400 N. Huntington Drive

Date(s) and Time(s) of the Event Lions Club of Algonquin % Bob Cummins

Name of Applicant Bob Cummins Phone [REDACTED]

Applicant's Address [REDACTED], Algonquin, IL 60102

PROPERTY OWNER'S SIGNATURE OF PERMISSION: [Signature] SUP ALG. STATE BANK
(required)

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

Annual Algonquin Lions Club Christmas tree sales.
November 16, 2019 set-up with sales to begin November 29
through December 23 - with clean-up to follow after
Christmas

Tent Erector N/A Phone _____

Address _____

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

No error or omission in either plans or application, whether said plans or application has been approved by the Community Development or not, shall permit or relieve the applicant from conducting this event in any other manner that provided for in all the ordinances of the Village of Algonquin relating thereto. The applicant having prepared and read this application and fully understanding the intent thereof declares that the statements made are true to the best of his/her ability, knowledge and belief. No refund of permit fees shall be issued. Application shall be submitted no less than 21 days before the event's start date.

- All outdoor burning or open
fires per Village Code Chpt. 43.08 A2 [Signature], Algonquin Lions Club
Signature of Applicant

EVENT FEE _____

ADDITIONAL FEE(S) _____

TOTAL PERMIT FEE _____

DATE ISSUED _____

TEMPORARY PERMIT EXPIRES ON _____

Building Official