

**VILLAGE OF ALGONQUIN  
VILLAGE BOARD MEETING  
February 4, 2020  
7:30 p.m.  
2200 Harnish Drive**

**-AGENDA-**

- 1. CALL TO ORDER**
- 2. ROLL CALL – ESTABLISH QUORUM**
- 3. PLEDGE TO FLAG**
- 4. ADOPT AGENDA**
- 5. ADMINISTER OATH OF OFFICE TO SERGEANT JASON BURZYNSKI**
- 6. AUDIENCE PARTICIPATION**  
(Persons wishing to address the Board must register with the Village Clerk prior to call to order.)
- 7. PRESENTATION: 2020 ANNUAL BUSINESS AWARDS**
- 8. CONSENT AGENDA/APPROVAL:**  
All items listed under Consent Agenda are considered to be routine by the Village Board and may be approved/accepted by one motion with a voice vote.
  - A. APPROVE MEETING MINUTES:**
    - (1) Liquor Commission Hearing Held January 21, 2020
    - (2) Liquor Commission Special Meeting Held January 21, 2020
    - (3) Village Board Meeting Held January 21, 2020
    - (4) Committee of the Whole Meeting Held January 21, 2020
- 9. OMNIBUS AGENDA/APPROVAL:**  
The following Ordinances, Resolutions, or Agreements are considered to be routine in nature and may be approved by one motion with a roll call vote.  
(Following approval, the Village Clerk will number all Ordinances and Resolutions in order.)
  - A. PASS ORDINANCES:**
    - (1) Pass an Ordinance Issuing a Special Use Permit for Lifeline Christian Church at 2160 Lake Cook Road
  - B. ADOPT RESOLUTIONS:**
    - (1) Pass a Resolution Waiving the Bidding Process, Accepting and Approving an Agreement with Christopher Burke Engineering for the At-Risk Management Contractor for Designer-Led Design-Build Project for MCCD Prairie Path Improvements – Stage 4A in the Amount of \$2,210,510.00
    - (2) Pass a Resolution Accepting and Approving an Agreement with Trine Construction for the Stage 3 Wet Utility Project in the Amount of \$ 6,767,780.90
- 10. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA**
- 11. APPROVAL OF BILLS FOR PAYMENT AND PAYROLL EXPENSES AS RECOMMENDED BY THE VILLAGE MANAGER**
  - A.** List of Bills Dated February 4, 2020 totaling \$2,186,202.10
- 12. COMMITTEE OF THE WHOLE:**
  - A. COMMUNITY DEVELOPMENT**
  - B. GENERAL ADMINISTRATION**
  - C. PUBLIC WORKS & SAFETY**
- 13. VILLAGE CLERK'S REPORT**
- 14. STAFF COMMUNICATIONS/REPORTS, AS REQUIRED**
- 15. CORRESPONDENCE**
- 16. OLD BUSINESS**
  - A.** Pass Resolution Accepting and Approving an Extension to the Tolling Agreement with Illinois Metropolitan Investment Fund, Extending the Agreement Through January 31, 2021
- 17. EXECUTIVE SESSION: Personnel**
- 18. NEW BUSINESS**
- 19. ADJOURNMENT**



**VILLAGE OF ALGONQUIN**  
**COMMUNITY DEVELOPMENT DEPARTMENT**

**– M E M O R A N D U M –**

DATE: February 4, 2020

TO: President Schmitt and Village Trustees

FROM: Ben Mason, AICP, Senior Planner

SUBJECT: *Business Awards Program*

---

The Business Awards Program was established to serve as an incentive and to recognize new and existing businesses. The awards are part of the Business Retention Program and aim to highlight the accomplishments businesses and commercial property owners have made to improve the quality of life in the Village of Algonquin through physical improvements to their property or contributions to the community.

Staff has recognized several businesses as having made significant improvements to their establishments. However, some establishments have gone out of their way to make their business provide the key elements that make the Village of Algonquin what it is today.

The Economic Development Commission met on January 9<sup>th</sup> and recommended the following businesses be presented with the 20<sup>th</sup> Annual Algonquin Business Awards:

**Rehabilitation Award**

This award will be presented for improvements made to an existing structure or site that meets the following criteria:

- Rehabilitation of an existing building - Improvements which enhance the exterior of the building consistent with the zoning district in which it is located (i.e. Old Town District, Algonquin Road Corridor, Randall Road Corridor)
- Utilizing a vacant structure
- Landscaping enhancements to the site

***Algonquin Town Center, 1400 East Algonquin Road:*** This shopping center underwent a complete façade refresh, as well as new parking lot and landscape enhancements. The owner RMS Properties invested several million dollars into rehabilitating one of the oldest commercial center's in the community, which was completed last fall and is in the process of recruiting new tenants.



***McDonald's, 125 South Randall Road:***

This franchisee, the Singleton family, undertook an interior and exterior remodeling of the restaurant building that was built approximately 20 years ago. New woodgrain paneling, storefront windows and removal of the old mansard roof have all contributed to a more modern and clean-lined look.



***214 S. Main Street:*** The property owner Darren and Michelle Kopetsky received approval from the Algonquin Historic Commission last year to perform a variety of improvements to this commercial building on Main Street's front façade. Notably, the windows were replaced, new aluminum soffit and wood fascia was added, and all new HardiePlank siding installed. Additionally, the owner added a frieze board back to the top of the facade, as well as decorative corbel brackets to return this building to more of its original historic design.



### ***Business Improvement Award***

This award will be presented to an existing business for improvements that meet the following criteria:

- Improved the business by offering more services or meeting customer demand
- Following current trends in technology, workforce, pricing
- Striving to make the business unique and stand above the competition

***Animal Care Clinic of Fox Valley, 230 Stonegate***

Road: Dr. Dan Markwalder has been a long-time Algonquin business in the community, and last year continued to expand his facility to accommodate increasing growth. Specifically, the business added an overnight kennel service and constructed a 1,000-square foot addition to the building including a new front entrance. The interior was also renovated to add office space and better layout its exam room areas.



### ***Community Service Award***

This award will be presented to a business that makes significant contributions to the community in terms of volunteer services or monetary contributions.

***Primrose School of Algonquin***, 2300 County Line Road: Last year this business went above and beyond, and was a Recreation Platinum Sponsor that supported numerous community events, including: Flashlight Egg Hunt (April), Community Wide Morning Egg Hunt (April), Touch a Truck Event (May), 3 Movies in the Park (June/July/August), 2 Kid's Concerts (June/August), Concert Stage Sponsor (July/August), Kite Festival (September), and Holiday Rock on the Fox (December).



### **Community Economic Impact Award**

This award will be presented to a business or businesses that positively impacts the community with jobs or other economic stimuli.

***Old Town South Main Street Corridor:*** The Community Economic Impact award this year will be presented to a group of businesses located within a particular corridor, who as a collective have positively contributed to the economic vitality of the community.

Specifically, all businesses located on Main Street – from Algonquin Road south to Railroad Street – are being recognized for their perseverance and endurance during the initial Phase 1 portion of the downtown construction and streetscape program the past two years (see attached list).



The businesses on South Main Street who were located in the heart of the initial downtown construction work not only survived during the construction, but numerous new businesses opened during this period, a fact that speaks volumes about the commitment the business owners – and their customers – have made since 2018 to reclaim Main Street as the heart of the community.

### **Recommendation**

Staff will give a PowerPoint presentation at the February 4<sup>th</sup> Village Board meeting. After the presentation, President John Schmitt will be asked to honor each business by giving them a plaque.

Please do not hesitate to contact me if you have any questions or comments.

## **2020 Community Economic Impact Award recipients**

### *South Main Street businesses*

#### *from Algonquin Road south to Railroad Street*

Algonquin State Bank	221 S. Main Street
Anthony's Barber Shop	150 S. Main Street
Bella Vita Salon & Day Spa	321 S. Main Street
Bella's Short Stacks	208 S. Main Street
Bold American Fare	8 S. Main Street
Bullseye Pub and Eatery	119 S. Main Street
Cassandra Strings	215 S. Main Street
Catara Medical Spa	308 S. Main Street
Cattleman's Burger & Brew	205 S. Main Street
Creekside Tap	7 S. Main Street
Cucina Bella	220 S. Main Street
Doerner Jewelers	115 S. Main Street
Farmers Insurance	128 S. Main Street
Gold and Jewelry Direct	130 S. Main Street
Handmade on Main	320 S. Main Street
Healthy by Choice	102 S. Main Street
Heavenly Attic Resale	307 S. Main Street
Looks by EMA	212 S. Main Street
Mark Pacana, DDS	315 S. Main Street
Melt Pilates & Hot Yoga	123 S. Main Street
Peace Offerings	214 S. Main Street
Precision Eye Care	204 S. Main Street
Riverbottom Coffee & Ice Cream Co.	301 S. Main Street
Seek and Find Flowers and Gifts	328 S. Main Street
Speckled Sunshine	124 S. Main Street
The Black Bear Bistro	107 S. Main Street
Verne's Taxidermy	408 S. Main Street
Wait Ross Allanson Funeral Home	201 S. Main Street



Minutes of the Algonquin Village  
Special Liquor Commission Hearing  
Held in Village Board Room on January 21, 2020

---

**CALL TO ORDER:** Liquor Commissioner John Schmitt opened the meeting at 7:15 PM. A roll call by Deputy Village Clerk Michelle Weber showed the following commissioners were present: Debby Sosine, John Spella, Janis Jasper, Jerrold Glogowski, Laura Brehmer, and Jim Steigert

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

Liquor Commission Schmitt began the meeting by asking if, going forward, would the Commission feel comfortable with him negotiating a plea with first time offenders, offering them the standard \$1,000 penalty and BASSET training. If the plea is agreed to, then he would come back with the summary of the plea.

Ms. Sosine asked; how would the businesses explain how they were going to prevent selling to minors moving forward? Commissioner Schmitt indicated they would also need to include a letter, with the acceptance of their plea, indicating their policy change and/or enforcement.

President Schmitt took a straw poll asking; For first time offenders, the plea of a standard fine will be \$1,000.00, BASSET Training, and a letter including their policy change. Upon agreement of the plea, the Commissioner would waive the hearing appearance for the business, and in turn bring the plea summary and letter to the Commission for review.

Voting aye: Spella, Brehmer, Glogowski, Jasper, Steigert

Voting nay: Sosine

For Alleged Violations of Chapter 33, Liquor Control and Liquor Licensing, of the  
Algonquin Municipal Code and applicable sections of the Illinois Compiled Statutes  
Selling/Serving Alcohol to Minors

**(Please Note: A Court Reporter was present to take verbatim minutes)**

**ALDI Inc., d/b/a ALDI – 425 S Randall Rd, Algonquin**

Attorney Cahill read their rights.

Sold alcohol to one person under the age of 21 on December 18, 2019.

Negotiated plea of guilty.

Penalty: \$1000 fine plus costs, BASSET training for employees on February 4, 2020.

Ms. Sosine warned the owner of the severity of selling minors and suggests they consider a policy that vertical ID's are not accepted to purchase alcohol and/or all birthdates entered into their register prior to any alcohol sales.



Commissioners consented to the penalty.

**Bouna Companies, LLC d/b/a Buona Beef – 501 S Randall Road, Algonquin**

Attorney Cahill read their rights.

Sold alcohol to persons under the age of 21 on December 18, 2019

Negotiated plea of guilty.

Penalty: \$1000 fine plus costs, BASSET training for employees on February 4, 2020.

Ms. Sosine warned the owner of the severity of selling minors and suggests they consider a policy that vertical ID's are not accepted to purchase alcohol and/or all birthdates entered into their register prior to any alcohol sales.

Commissioners consented to the penalty.

**Mack Oil Corporation, 2390 East Algonquin Road, Algonquin**

Attorney Cahill read their rights.

Sold alcohol to persons under the age of 21 on December 18, 2019.

This is the business's second offense in five years. The Commission was very much concerned with this violation.

Negotiated plea of guilty.

Penalty: \$2,000.00 fine plus costs, suspended license four consecutive days (January 30 through February 2, 2020), and BASSET training for all employees.

Ms. Sosine warned the owner of the severity of selling minors and suggests they consider a policy that vertical ID's are not accepted to purchase alcohol and/or all birthdates entered into their register prior to any alcohol sales.

**ADJOURNMENT:** Being no further business, Commissioner Schmitt adjourned the hearing at 7:34 p.m.

Submitted: \_\_\_\_\_  
Michelle Weber, Deputy Village Clerk



Minutes of the Village of Algonquin  
Special Liquor Commission Meeting  
Held in Village Board Room on January 21, 2020

---

**CALL TO ORDER:** Liquor Commissioner John Schmitt called the meeting to order at 7:34 pm and requested Deputy Village Clerk, Michelle Weber to call the roll.

Commission Members Present: Janis Jasper, Jim Steigert, Jerrold Glogowski, Laura Brehmer, John Spella, Debby Sosine. (Quorum established)

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

**Approve the Following Liquor Licenses:**

**A. Consider an Event Liquor Permit for the Algonquin Public Library's Murder at the 2600 Club Event to be held February 22, 2020**

The Algonquin Public Library will be holding an event which alcohol will be served; Murder at the 2600 Club: A 21+ Prohibition Murder Mystery Event, on Saturday, February 22, 2020. This event is a 21 and older event, all patrons and volunteers will be over 21 years of age. The library will limit each participant to 2 alcoholic drinks, which is included with their ticket purchase.

The Library has submitted the required application, BASSET certificate, insurance, and all fees have been paid.

Following some discussion on how the checking of ID's would be conducted, it was the consensus of Commission to issue the license.

**B. Class B-2 Liquor License for the Period Ending April 30, 2020, for Lucky Gasoline, Inc., 1469 S. Randall Road, Algonquin**

Lucky Gasoline, Inc., 1469 S. Randall Road, Algonquin currently holds a Class E liquor license (sell beer and wine) and would like to change their license to be able to sell all alcohol (B-2) for consumption off premises. Upon approval of the B-2 Liquor License their Class E liquor license will be relinquished.

They have complied with the Village's requirements by completing the submittal of all documents and fees as required by the Village of Algonquin for obtaining the license pertinent to their establishment. Lucky Gasoline, Inc., has complied with the Village's requirements by completing the submittal of all documents and fees as required by the Village of Algonquin for obtaining the license pertinent to their establishment.

The Municipal Code for the Village of Algonquin allows for 8 Class B-2 Liquor Licenses, with 8 currently issued. Upon the approval and issuance of the B-2 Liquor License for Lucky Gasoline, Inc., and the termination of the Class E Liquor License for Lucky Gasoline, Inc., there will be no liquor licenses available.

The consensus of Commission to issue the license.

**ADJOURNMENT:** There being no further business, Commissioner Schmitt adjourned the meeting at 7:40 p.m.

Submitted: \_\_\_\_\_  
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 JANUARY 21, 2020**

---

**CALL TO ORDER:** Village President John Schmitt, called the meeting to order at 7:40 P.M. Deputy Clerk Weber called the roll.

Trustees Present: Debby Sosine, John Spella, Janice Jasper, Jim Steigert, Laura Brehmer, Jerrold Glogowski. (Quorum was established)

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

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

**ADOPT AGENDA:** Moved by Sosine, seconded by Steigert, to adopt tonight's agenda moving 7.B (1), Pass a Resolution Accepting and Approving an Intergovernmental Agreement with the Illinois Department of Natural Resources for the Scorched Earth (Maker's Park) Bike Path Grant, from the Omnibus Agenda to Discussion and deleting item 15, Executive Session.

Voice vote carried.

**AUDIENCE PARTICIPATION:**

Mr. David Aschenbrenner- 330 Fairway View Drive; He explained he was at a recent meeting and was upset that he had to wait over 2 hours to get to speak. There were over 70 people there for the 2<sup>nd</sup> item on the agenda and only one for the first item. He felt the meeting should have been rearranged to accommodate the larger group so everyone would have their chance to be heard. He said some could not stay for the entire meeting and left before they had their chance to speak and he felt they were being stifled by having to wait.

President Schmitt indicated that there was no intent for anyone to be stifled and the reason they have many meetings for the various projects is to get public input. Public input and expression is a very important part of the process.

**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 Held January 7, 2020
- (2) Committee of the Whole Meeting Held January 14, 2020

Moved by Spella, seconded by Glogowski, to approve the Consent Agenda of January 21, 2020.

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)

**PASS ORDINANCES:**

- (1) **2020-O-01**; Pass an Ordinance Approving Special Service Area 3 for Spectrum Senior Housing Development
- (2) **2020-O-02**; Pass an Ordinance Amending Chapter 33, Liquor Control and Liquor Licensing
- (3) **2020-O-03**; Pass an Ordinance Declaring Certain Items as Surplus
- (4) **2020-O-04**; Pass an Ordinance Amending Chapter 41, Traffic; by Adding Restrictions on Parking in Electric Vehicle Charging Stations

**ADOPT RESOLUTIONS:**

- (1) Removed from Omnibus Agenda
- (2) **2020-R-02**; Pass a Resolution Authorizing the Designation of Depositories for Funds and Other Public Monies in the Custody of the Village of Algonquin
- (3) **2020-R-03**; Pass a Resolution Accepting and Approving an Agreement with Water Well Solutions for Well No. 8, Preventative Maintenance and Reinstallation of the Pumping Equipment in the Amount of \$74,813.45

Moved by Steigert, seconded by Sosine, to approve the Omnibus Agenda of January 21, 2020.

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

Motion carried; 6-ayes, 0-nays.

**ITEMS REMOVED FROM THE CONSENT AGENDA**

- (1) Moved by Sosine, seconded by Glogowski to Pass a Resolution (**2020-R-01**) Accepting and Approving an Intergovernmental Agreement with the Illinois Department of Natural Resources for the Scorched Earth (Maker's Park) Bike Path Grant

Ms. Brehmer voiced concerns about naming the path after a business. Mr. Mitchard explained the path will be called Maker's Park Bike Path. All signage will indicate such.

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

APPROVAL OF BILLS: Moved by Glogowski, seconded by Brehmer, to approve the List of Bills for payment for January 21, 2020 in the amount of \$1,197,820.25 including payroll expenses as recommended for approval.

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

PAYMENT OF BILLS:

General	\$ 101,413.87
Cemetery	2,443.00
MFT	19,246.40
Street Improvement	471,192.70
Swimming Pool	219.12
Park Improvement	5,000.00
Water & Sewer	31,613.59
Development Fund	9,554.81
Building Maintenance Services	10,146.39
Vehicle Maintenance Services	<u>25,526.68</u>
Total	\$676,356.56

COMMITTEE & CLERK'S REPORTS:

UNDER COMMITTEE OF THE WHOLE

VILLAGE CLERK’S REPORT

Deputy Clerk Weber reported the future Village meeting schedule.

STAFF REPORTS:

ADMINISTRATION: Tim Schloneger

1. The Village has taken ownership of the abandoned house, 1110 Prairie Drive, this is the house is riddled with mold and other major problems. We have had some interest by investors to purchase the home. Does the Board feel comfortable with him working with a local realtor and putting the house on the market? The sale would have a contingency that would include, the house would have to be rehabbed within a certain time frame. Prior to any offers being accepted he would bring the matter back to the Board for their approval. He would like the Boards OK prior to moving forward with a realtor. President Schmitt asked if it was the consensus of the Board to have Tim work with a local realtor to sell the home on Prairie Drive. Voice vote; ayes carried
2. The Village was awarded the OSLAD Grant for Stoney Brook Park Improvements.
3. He has been reviewing the current 457 Plan and fees and feels by working with a consortium he can save employees money by reducing their fees and give them better options for investments.

COMMUNITY DEVELOPMENT: Ben Mason

1. January 27th there will be a meeting at 6:30pm in the Village Hall Board Room of the Steering Committee for the CMAP N. Rt. 31 subarea plan that is being developed jointly by Algonquin and Cary.
2. The annual EDC business awards will be presented to this year’s winners at the February 4th Village Board meeting at 7:30pm.
3. There are two items tentatively being scheduled for the February 10th Planning and Zoning Commission meeting and staff will forward to the Board copies of the legal notices once confirmed.

POLICE DEPARTMENT: Chief John Bucci

1. Sergeant Walker graduated from Northwestern School of Police Staff and Command on 1/17. Sergeant Walker has been accepted to attend the FBI National Academy, the NA will begin March 30th, 2020 – these are two excellent supervisor trainings and we congratulate and wish him the best of luck.
2. Officer Fernando Ortiz reported to the Police Training Institute in Champaign Illinois for his basic recruit training. The graduation date is scheduled for April 23rd, 2020.
3. Officer Jason Burzynski will take the oath of office for the rank of Sergeant at the February 4th board meeting.

PUBLIC WORKS: Robert Mitchard

1. Stage 3 Wet Utilities preconstruction meeting has been scheduled
2. Stage 2 Wet Utilities on North Harrison is making progress and is scheduled for a Mid-February completion.
3. The Storm Sewer Grade adjustments on Main Street, that Mr. Glogowski mentioned in an earlier meeting, is being looked and repaired as weather allows.
4. Staff has been working with McHenry County Conservation District on finalizing the bike path agreement.

5. Plote Construction has been authorized to load trucks at the Square Barn Rd pit during the overnight hours of Monday, January 27, 2020 into the continuing morning of Tuesday, January 28, 2020. The hauling is for only the one night and the noise should be limited. There is a large berm between the closest residents and the pit, which will absorb most of the noise. Plote Construction will also disconnect the backup alarms from the equipment and trucks to keep the noise to a minimum. A letter notifying residents in the Coves Subdivision will be delivered.

VILLAGE ATTORNEY: Kelly Cahill

1. Staff has been working on Community Development, property, and liquor matters.

CORRESPONDENCE & MISCELLANEOUS: None

OLD BUSINESS: None

EXECUTIVE SESSION: None

NEW BUSINESS: None

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

The meeting was adjourned at 8:03 pm.

Submitted:

Approved this 4<sup>th</sup> day of February, 2020

\_\_\_\_\_  
Deputy Village Clerk, Michelle Weber

\_\_\_\_\_  
Village President, John C. Schmitt



**Village of Algonquin**  
**Minutes of the Committee of the Whole Meeting**  
**Held in Village Board Room**  
**January 21, 2020**

**AGENDA ITEM 1:** Roll Call to Establish a Quorum

Trustee Laura Brehmer, Chairperson, called the Committee of the Whole meeting to order at 8:03 p.m.

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

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

**AGENDA ITEM 2:** Public Comment

None

**AGENDA ITEM 3:** Community Development

**A. Consider a Special Use Permit for Life Line Christian Church**

Mr. Mason Presented:

The petitioner, Dave Rudin pastor of Lifeline Christian Church, has submitted a request for Special Use Permit to utilize the vacant former Mandile's restaurant building at 2160 Lake Cook Road for church services and functions. Enclosed is a description of Mr. Rudin's organization, which began meeting in the Village in 2010 at the Bowlero entertainment business on Randall Road. The congregation has approximately 100 worshippers who are looking for a larger space they can move into without requiring significant interior buildout work.

The former Mandile's restaurant location is proposed by Mr. Rudin, due to its large open spaces and fact it still retains the tables and chairs from its use as a restaurant. Primary use of the building would occur on Sundays, for a weekly church service from 10:00-11:00am. There would also be associated church functions and activities during the week, such as group bible study, youth and family activities, and possible other broader community-based offerings including business seminars and leadership training. Staff had initial concerns about the high quality restaurant facility at a prime commercial intersection being converted to a non-business use. The property owner Mr. Mandile has reached out to staff to confirm they would still like to see the building be a restaurant again in the future, and will continue marketing the property as such. One key condition therefore would be a limit on the church group's use of the space, by including a sunset clause into a potential Special Use Permit approval.

Staff does not believe the proposed church use would have a negative impact on the surrounding properties and business tenants – there is shared and adequate parking as part of the adjacent Glacier Plaza development – and the petitioner is not proposing any interior remodeling or changes to the layout of the space that would hinder its ability to serve as a restaurant again. The petitioner shall contact the McHenry County Health Department to discuss permit requirements for any possible use of the building's commercial kitchen, though Mr. Rudin has stated he foresees little interest in extensive use of the kitchen and related equipment by the church.

Staff recommends a limited Special Use Permit approval for the church to operate out of the building for an initial period of 2 years, with the ability for the approval to auto-renew for an additional 2 years if there are no issues from the community or landlord (traffic, noise, etc). After that point, Staff recommends the church be required to come back before the Village Board to request any further extensions.

On January 13, 2020 the Planning and Zoning Commission considered the petition and unanimously recommended approval (6-0) of the request for a Special Use Permit for the Lifeline Christian Church, subject to the findings of fact and conditions listed by staff.

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

- The Special Use Permit for a church use shall be valid for a period of two (2) years from the date of Village Board approval. The Special Use Permit shall auto-renew for an additional two (2) years should there be no issues or concerns from the Village, landlord, or adjacent property owners.
- Should the petitioner desire to request an extension of the Special Use Permit for church use beyond January 1, 2024 the church shall be required to petition the Village Board, who in its sole discretion, and without the matter being referred back to the Planning and Zoning Commission, shall determine whether the special use should expire or be extended to continue to allow the church use of the building. Otherwise, the building shall be required to be tenanted by commercial uses, consistent with the parcel's B-2 zoning designation, after January 1, 2024.
- When the church use is discontinued for greater than six (6) consecutive months, the special use permit shall expire and the building shall be required to comply with the underlying zoning regulations of the commercial B-2 district and all building code requirements for a commercial use.
- The petitioner shall be required to obtain all necessary building permits and receive a certificate of occupancy from the Community Development Department prior to any church activities being conducted on the premises.
- The petitioner shall contact the McHenry County Health Department to discuss permit requirements for any possible use of the building's commercial kitchen.
- The property shall be maintained according to the village's property maintenance standards. In the event the property is routinely in violation of the village's property maintenance code, the village shall have the authority to terminate the special use permit for church use on the property.

The Committee was concerned that the auto renew/re-up of the Special Use Permit would hamper the owners from leasing to a restaurant or retail in the future.

Mr. Mason explained, there is a possibility that it could cause a future problem and suggested to either remove the auto renew/re-up from the SUP or have it a 3 or 4-year Special Use Permit.

Following discussion, it was the consensus of the Committee to issue a Special Use Permit for 2 years, at which time Lifeline will be required to petition the Village Board for consideration of any extensions.

**AGENDA ITEM 4:** General Administration  
None

**AGENDA ITEM 5:** Public Works & Safety  
Mr. Mitchard Presented:

**A. Consider an Agreement with At-Risk Management Contractor for Designer-Led Design-Build Project for MCCD Prairie Path Improvements – Stage 4A**

At-Risk Management Contractor for Designer-Led Design-Build Project for MCCD Prairie Path Improvements – Stage 4A. The contract covers work that is very similar to the prior streetscape work in Downtown Streetscape Phase 1A and 1B, including all the same features and quality construction work that our residents and businesses have enjoyed, but adds trailhead upgrades and a new pedestrian/bike bridge over La Fox River Drive.

The design-build concept is a recommendation that I am making in order to bring this project in on time, within budget (as stated), and within the high expectation of the Board of Trustees, stakeholders, and our residents and businesses. Burke, LLC will be handling all design, bidding, contractor selection (with our approval), project construction management, and PR communications and marketing (through a third party vendor) under the Guaranteed Maximum Price of \$2,210,510.00. An owner's allowance of \$50,000.00 is also included but will only be expended should there be significant changes in the project scope that would add work task(s) to the job.

The most attractive part of this delivery method is the fact that the Village of Algonquin, as owner will be teaming with Burke, LLC and the contractors to deliver a quality project. In traditional design-bid-build delivery, the Village would be attempting to manage, at least, five separate contracts, five different contractors, and their sub-contractors in this very tight and restrictive construction site. The design-build option allows us to funnel all construction contracts and related activities through Burke, LLC, making to overall management of the contract much more streamlined, comprehensive and coordinated. Any construction savings realized through the design-build team effort will be shared equally between Burke, LLC and the Village of Algonquin, as owner.

Currently, in the Capital Improvement Budgets, we have \$550,000.00 budgeted in the Street Improvement Fund for the construction of the MCCD Trail Improvements. We plan to include the remainder of the project cost in the upcoming fy2020/2021 budget.

We recommend that the Committee of the Whole take the necessary action on the contract with Burke, LLC in the amount of \$2,210,510.00 and move that motion on to the Village Board of Trustees for approval. Work will begin as soon as the contract is approved and bids for services can be collected and considered by Burke, LLC. The work is anticipated to be completed by the fall of 2020, if not sooner.

Ms. Brehmer asked if they had checked to see if anyone or group, i.e. the rail museum, would be interested in the old railroad bridge.

Mr. Mitchard explained it is a very heavy and large piece of metal and was not aware of anyone that would be interested, but he would ask around.

The Committee of the Whole consensus was to move this item forward for approval.

#### **B. Consider an Agreement with Trine Construction for the Stage 3 Wet Utility Project**

Scott Trotter, from Trotter Associates Inc. (TAI) recommending the award of contract to Trine Construction for the Stage 3 Wet Utility Project. As you may recall this is another phase of the overall underground infrastructure improvements being completed in and adjacent to the downtown area. The work includes these major items:

- Installation of a Sanitary Sewer Lift/Pump Station in Zimmerman Park (La Fox River Drive and Center St.).
- Extension of a large diameter Interceptor Sanitary Sewer from the Lift Station north along La Fox River Dr. to Washington St. west on Washington St to Harrison St. then north on Harrison St. to connect with the Stage 2 project at Front St.
- New sanitary sewer services for all businesses and residences along the project.
- Removal and replacement of lead water services along the project route.
- Installing new water main at Main St. and Rt. 62 (crossing), Harrison St. at Rt. 62 (crossing), along La Fox River Dr. from Center to Washington, and on Washington from Main St. to Harrison.

This project will significantly improve the function of the sanitary sewers and provide relief from back-ups that have occurred in the past. It will also reduce infiltration and inflow into the sanitary sewer system and the WWTP.

As stated in TAI's letter, staff met with Trine Construction, the low bidder on the project and are comfortable with their staffing and approach to the project.

Therefore, staff recommends the Village Board Award the contract for the Downtown Streetscape Stage 3 Wet Utilities Project to Trine Construction in the amount of \$6,767,780.90. Partial funding has been budgeted in the FY 2019-20 budget, with the remainder in the FY 2020-21 budget. The funding for the sewer portion of this project is being provided by an IEPA loan, which will reimburse costs once they are expended. This will then be paid back through debt service payments.

Mr. Glogowski indicated he did some research on the contractor and had nothing but positive reviews.



The Committee of the Whole consensus was to move this item forward for approval.

**AGENDA ITEM 6:** Executive Session  
None

**AGENDA ITEM 7:** Other Business  
None

**AGENDA ITEM 8:** Adjournment

There being no further business, Chairperson Brehmer adjourned the meeting at 8:17 p.m.

Submitted: Michelle Weber, Deputy Village Clerk

## ORDINANCE NO. 2020 - O -

### **An Ordinance Issuing a Special Use Permit for Lifeline Christian Church at 2160 Lake Cook Road**

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

WHEREAS, the Village of Algonquin has been requested by a petition signed by Dave Rudin, petitioner, and Al Lieberman, as receiver on behalf of the property owner, to issue a special use permit for Lifeline Christian Church on certain territory legally described as follows:

Lot 2 in County Line Square Subdivision, being a Subdivision of Part of the Southeast Quarter of Section 35, Township 43 North, Range 8 East of the Third Principal Meridian, in the Village of Algonquin, according to the Plat Thereof Recorded as Document 95R046523, in McHenry County, Illinois.

and commonly known as 2160 Lake Cook Road, Algonquin, IL 60102 ("Subject Property"); and

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

WHEREAS, the Algonquin Planning and Zoning Commission, after deliberation, has made a report and recommended the issuance of said special use permit for the Subject Property; and

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

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

SECTION 1: The special use permit for Lifeline Christian Church, which consists of the following conditions, is hereby issued:

- A. The Special Use Permit shall be valid for an initial period of two (2) years from the date of this ordinance, and terminate automatically on February 1, 2022. Should the property owner desire to request an extension of the Special Use Permit beyond February 1, 2022 the owner shall be required to petition the Village Board, who in its sole discretion, and without the matter being referred back to the Planning and Zoning Commission, shall determine whether the special use should expire or be extended to continue to allow the church use of the building. Otherwise, the building shall be required to be tenanted by commercial uses, consistent with the parcel's B-2 zoning designation, after February 1, 2022;
- B. When the church use is discontinued for greater than six (6) consecutive months, the special use permit shall expire and the building shall be required to comply with the underlying zoning regulations of the commercial B-2 district and all building code requirements for a commercial use;

- C. The petitioner shall be required to obtain all necessary building permits and receive a certificate of occupancy from the Community Development Department prior to any church activities being conducted on the premises;
- D. The petitioner shall contact the McHenry County Health Department to discuss permit requirements for any possible use of the building's commercial kitchen;
- E. The property shall be maintained according to the Village's property maintenance standards. In the event the property is routinely in violation of the Village's property maintenance code, the Village shall have the authority to terminate the special use permit for church use on the property.

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

SECTION 3: The findings of fact on the petition to issue the special use permit for the Subject Property are hereby accepted.

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

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

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

Aye:  
Nay:  
Absent:  
Abstain:

APPROVED:

\_\_\_\_\_  
Village President John C. Schmitt

(SEAL)  
ATTEST: \_\_\_\_\_  
Village Clerk Gerald S. Kautz

Passed: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Published: \_\_\_\_\_

Prepared by: Village Staff

Reviewed by: Kelly Cahill, Village Attorney, Zukowski, Rogers, Flood & McArdle



2020 - 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 Board has Elected to Waive the Bidding Process and that the Village President is authorized to execute an Agreement between the Village of Algonquin and Christopher Burke Engineering for the At-Risk Management Contractor for Designer-Led Design-Build Project for MCCD Prairie Path Improvements – Stage 4A in the Amount of \$2,210,510.00, attached hereto and hereby made part hereof.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020

APPROVED:

(seal)

\_\_\_\_\_  
John C. Schmitt, Village President

ATTEST:

\_\_\_\_\_  
Gerald S. Kautz, Village Clerk

by: \_\_\_\_\_  
Michelle Weber, Deputy Village Clerk



**STANDARD FORM OF AT-RISK CONSTRUCTION MANAGEMENT  
CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT**

OWNER:	Village of Algonquin, Illinois 2200 Harnish Dr Algonquin, IL 60102
CONSTRUCTION MANAGER:	Burke, LLC 9575 West Higgins Road Suite 600 Rosemont, IL 60018-4920
PROJECT:	MCCD Prairie Path Improvements
CONTRACT DATE:	January 21, 2020
GUARANTEED MAXIMUM PRICE:	\$2,210,510
SUBSTANTIAL COMPLETION DATE:	July 3, 2020

## ARTICLE 1 - RELATIONSHIP OF THE PARTIES

1.1 Relationship. The Relationship between the Owner and the Construction Manager with regard to the Project shall be one of good faith and fair dealing. The Construction Manager agrees to provide the design, construction, management and administration services as set forth in greater detail below.

1.2 Engineer. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager. The Owner, Engineer and Construction Manager had previously jointly entered into a Price and Schedule Guarantee for the Project. When fully executed, this Contract shall supersede the Owner's and Construction Manager's obligations in the Price and Schedule Guarantee, which merges into this Contract and is no longer separately enforceable.

## ARTICLE 2 - DEFINITIONS

2.1 Contract Documents. The Contract Documents consist of:

.1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;

.2 This Contract;

.3 Surveys, geo-technical information and other information provided by the Owner pursuant to this Contract;

.4 The Plans prepared by Christopher B Burke Engineering, Ltd dated December 19, 2019.

.5 Village of Algonquin Standard Certifications  
a. Business Organization  
b. Certification of Eligibility  
c. Equal Employment Opportunity  
d. Illinois Prevailing Wage Act  
e. Contractor's Certification  
f. Apprenticeship and Training Program Certification

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.

2.2 Day. A "Day" shall mean one calendar day.

2.3 Hazardous Material. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or cleanup.

2.4 Owner. The Owner for the purposes of this Contract is the Village of Algonquin, Illinois, an Illinois municipal corporation.



2.5 Not Used.

2.6 Subcontractor. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work, and includes vendors or material suppliers but does not include the Engineer, any separate contractor employed by the Owner or any separate contractor's subcontractor.

2.7 Substantial Completion. The Owner shall determine substantial completion of the Work, or of a designated portion of the Work, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can begin to occupy or utilize the Project, or the designated portion, for the use for which it is intended.

2.8 Subsubcontractor. A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.

2.9 The Work. The Work consists of all the construction, procurement and administration services to be performed by the Construction Manager and the Subcontractors under this Contract, as well as any other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

### **ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES**

3.1 Commencement. The Construction Manager may commence the Work upon execution of this Contract. The parties contemplate that by mutual agreement, the Construction Manager may commence certain portions of the Work, such as procurement of long lead-time items, design and site preparation, prior to execution of this Contract in reliance on the Price/Schedule Guarantee.

3.2 General Requirements. The Construction Manager shall perform those portions of the Work that the Construction Manager customarily performs with its own personnel. All other portions of the Work shall be performed by Subcontractors or under other appropriate agreements with the Construction Manager. The Subcontractor selection process shall be as set forth in Article 4. The Construction Manager shall exercise reasonable skill and judgment in the performance of the Work. The Construction Manager shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Contract which govern performance of the Work. Construction Manager is responsible for the performance of all design, design management, construction and construction management services, and providing all facilities, supplies, material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the plans and specifications.

3.3 Schedule. The Construction Manager shall maintain in written form a schedule of the Work. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the Owner; and both the Owner and the Construction Manager agree to use their best efforts to comply with the time requirements of the schedule.

3.4 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.

3.5 Cost Control. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities and progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner in the monthly written reports.

3.6 Permits. The Construction Manager shall assist the Owner in securing the permits necessary for construction of the Project.

3.7 Safety. The Construction Manager shall take necessary precautions for the safety of its employees on the Project and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project site. The Construction Manager, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. However, the Construction Manager shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project site being performed by someone other than the Construction Manager, a Subcontractor or Subsubcontractor. The Engineer shall have no responsibility for safety programs or precautions in connection with the Work and shall not be in charge of or have any control over any construction means, methods, techniques, sequences or procedures.

Construction Manager shall take reasonable precautions for safety and shall provide reasonable protection to prevent damage, injury or loss to other property at the site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, foundations and foundation tiebacks and utilities not designated for removal, relocation or replacement in the course of construction, as well as the Work and materials and equipment on site to be incorporated into the Work.

Construction Manager assumes direct liability for all damages to private property arising from the execution of the Work by the Construction Manager or any of its Subcontractors, and agrees to promptly resolve all claims directly with the property owners.

Construction Manager agrees that Owner has the right at any time or times to withhold from any payment that may be or become due Construction Manager such amount as may reasonably appear necessary to compensate the Owner for any claims by adjacent land owner for property damage arising from the execution of the Work, and to defend and hold Owner harmless from such claims.

Construction Manager shall not be liable for existing infrastructure deficiencies on private property. It is understood by the Owner that unforeseen upgrades to existing infrastructure will be required to construct the improvements and that the Construction Manager will be paid for these upgrades either at the unit prices in the contract or on a time and materials basis. The Owner and Construction Manager will work jointly to identify, coordinate and obtain permission for all work on private property. The Owner, with input from the construction Manager, will have the final say on what is an existing condition and what occurs as a result of the Construction Manager's actions.

3.8 Cleanup. The Construction Manager shall keep the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Construction Manager or its Subcontractors shall remove from the site of the Work all construction equipment, tools, surplus materials, waste materials and debris.

3.9 Hazardous Materials. If the Construction Manager encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site of the Work by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. Upon receipt of the Construction Manager's written notice, the Owner shall investigate and proceed pursuant to the law and applicable regulations. Upon providing a copy of the Construction Manager's written notice, the Construction Manager will be permitted to continue to suspend performance of the Construction Manager's services in the affected area provided, however, that Construction Manager shall return to work at Owner's discretion and declaration either that the material encountered does not require remediation or that it has been addressed in accordance with the law. If the Construction Manager suspends services to longer than 21 days, the Owner may terminate this Agreement, and the Construction Manager shall be compensated for services performed prior to the suspension of Construction Manager's services. Under no circumstances, unless required by law, shall the Construction Manager report the existence of any hazardous materials or substances to any other governmental entity or agency without the Owner's prior written consent. Unless otherwise provided in the Contract Documents to be part of the Work, Construction Manager is not responsible for any unforeseen hazardous materials or substances encountered at the site, provided, however, Owner is not responsible for any hazardous material or substance releases or spills introduced to the site by Construction Manager, subcontractor or anyone for whose acts they may be liable.

3.10 Intellectual Property. The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights arising out of any patented materials, methods or systems required or specified by the Owner.

3.11 Completion. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them

to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.

3.12 Indemnification. To the fullest extent permitted by law, the Construction Manager shall defend, indemnify and hold the Owner from all claims for bodily injury and property damage (other than to the Work itself and other property insured under the Owner's builder's risk or other property insurance) and all other claims, damages, losses, costs and expenses, whether direct, indirect or consequential, including but not limited to the negligent or willful acts or omissions by the Construction Manager, Subcontractors, Subsubcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Owner, their officials, agents and employees for their own negligent acts or omissions. The terms of this indemnification shall survive completion or termination of this Contract. Construction Manager shall indemnify and save Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract.

3.13 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Construction Manager will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Owner's written consent given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) A.M. and five o'clock (5:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M.

3.14 Selection of Labor. The Construction Manager shall comply with all Illinois statutes pertaining to the selection of labor.

3.15 Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Construction Manager shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Construction Manager and approved by the Owner. The Construction Manager may place no more than three of his regularly employed non-resident executive and technical experts, who do not

qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

3.16 Equal Employment Opportunity. During the performance of this Contract, the Construction Manager agrees as follows:

- .1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- .2 That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- .3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- .4 That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Owner's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- .5 That it will submit reports as required by the Owner of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Owner or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Owner's Rules and Regulations.
- .6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

- .7 That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.

3.17 Sexual Harassment Policy. The Construction Manager shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

3.18 Veterans Preference Act. The Construction Manager shall comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).

3.19 Wages of Employees on Public Works. This Contract is subject to "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.

Not less than the prevailing rate of wages as found by the Owner or the Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this Contract.

The Construction Manager and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons.

If requested, the Construction Manager and each subcontractor shall provide to the Owner, the certified payroll as required by the Prevailing Wage Act. The Construction Manager and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract.

3.20 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Construction Manager from the Owner in connection with the performance of services, unless in the public domain, shall be kept confidential by the Construction Manager and shall not be made available to third parties without written consent of the Owner, unless so required by court order.

3.21 Steel Procurement. The steel products, as defined in Section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United



States unless the Construction Manager certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Owner's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Owner's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

- 3.22 Certifications. The Construction Manager shall provide Owner with a signed Contractor's Certification, dated evenly herewith, certifying that the Construction Manager is complying with and shall comply with the specific statutes and laws required in connection with a public works contract entered into by an Illinois unit of local government.

#### **ARTICLE 4 - SUBCONTRACTS**

- 4.1 General. Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.

- 4.2 Selection. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work and, shall manage the delivery of the work to the Owner. The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.

.1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the Contract Time and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.

.2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection.

- 4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.

- 4.4.1 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable

requirements or objections as to form and content. Construction Manager shall bind every subcontractor to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's portions of the Work.

- 4.5 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

## **ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES**

- 5.1 One-Year Warranty. The Construction Manager warrants that all work performed hereunder shall be of good workmanship and the materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials; and the Construction Manager agrees to correct all construction performed under this Contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial Completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.
- 5.2 Materials Specified By Owner. The products, equipment, systems or materials incorporated in the Work at the direction or upon the specific request of the Owner shall be covered exclusively by the warranty of the manufacturer and are not otherwise warranted under this Contract.
- 5.3 Other Warranties. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

## **ARTICLE 6 - OWNER'S RESPONSIBILITIES**

- 6.1 Information and Services. The Owner shall provide:
- .1 All necessary information describing the physical characteristics of the site, including survey, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
  - .2 Inspection and testing services during construction as required by the law or as mutually agreed;
  - .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
  - .4 any other information or services stated in the Contract Documents as being provided by the Owner.

- 6.2 Reliance. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.
- 6.3 Notice of Defect. If the Owner becomes aware of any error, omission or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or defect in the Work, the Owner shall give prompt written notice to the Construction Manager; however, the Owner's failure to provide notice shall not relieve the Construction Manager of its obligations under this Contract.
- 6.4 Communications. The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.
- 6.5 Owner's Representative. The Owner's Representative for this Project is Owner's Public Works Director who shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice; provided, however, the Public Works Director shall not have authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time. Authority to increase the Contract Price by \$10,000.00 or more or to extend the Contract Time may only be exercised by written Change Order signed by the Public Works Director and authorized by a due and proper vote of the Village Council. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing. Change orders must be approved in accordance with Section 33E-9 of the Illinois Criminal Code

## **ARTICLE 7 - CONTRACT TIME**

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before the January 24, 2020. A delay in the Owner's execution of this Contract which postpones the commencement of the Work may require a Change Order equitably adjusting the date of Substantial Completion.
- 7.2 Substantial Completion. The date of Substantial Completion of the Work shall be the completion date identified on the first page of this Contract, as adjusted in accordance with the provisions of this Contract. Timing shall be further driven by the Stage 3 Wet Utilities work (by others) cooperation between contractors will be necessary to complete both items in conjunction with one another.
- 7.3 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, a delay in the Stage 3 Wet Utility work, acts or omissions of the Owner or separate contractors employed by the Owner, the

Owner's preventing the Construction Manager from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.

**7.4** Inclement Weather. The Contract Time shall not be extended due to normal inclement weather. Unless the Construction Manager can substantiate to the satisfaction of the Owner that there was greater than normal inclement weather considering the full term of the Contract Time and using the most recent ten-year average of accumulated record mean values from climatological data compiled by the United States Department of Commerce National Oceanic and Atmospheric Administration for the locale of the project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an adverse material effect on the Contract Time, the Construction Manager shall not be entitled to an extension of the Contract Time. If the total accumulated number of calendar days lost due to inclement weather from the start of work until substantial completion exceeds the total accumulated number to be expected for the same time period from the aforesaid data and the Owner grants the Construction Manager an extension of time, the Contract Time shall be extended by the appropriate number of calendar days.

**7.5** Responsibility for Completion. The Construction Manager, through its Subcontracts shall furnish such employees, materials and equipment as may be necessary to ensure the prosecution and completion of the Work in accordance with the construction schedule. If the Work is not being performed in accordance with the construction schedule and it becomes apparent from the schedule that the Work will not be completed with the Contract Time, the Construction Manager shall, as necessary to improve the progress of the Work, take some or all of the following actions, at no additional cost to the Owner:

- .1 Increase the number of workers in such crafts as necessary to regain the lost progress;
- .2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing to regain the lost progress.

In addition, the Owner may require the Construction Manager to prepare and submit a recovery schedule demonstrating the Construction Manager's plan to regain the lost progress and to ensure completion within the Contract Time. If the Owner finds the proposed recovery plan is not satisfactory, the Owner may require the Construction Manager to undertake any of the actions set forth in this paragraph 7.5, without additional cost to the Owner.

**7.6** Failure to Prosecute the Work. The failure of the Construction Manager to substantially comply with the requirements of paragraph 7.5 may be considered grounds for a determination by the Owner, that the Construction Manager has failed to prosecute the Work with such diligence to ensure completion of the Work within the

Contract Time and that pursuant to paragraph 11.2 that the Construction Manager has materially breached this Contract.

## ARTICLE 8 - PAYMENT

8.1 Guaranteed Maximum Price. The sum of the Cost of Work and the Construction Manager's Fee including professional services is guaranteed by the Construction Manager not to exceed the price listed on page 1, subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. The Construction Manager's Fee including professional fees, general conditions, insurance, overhead and profit is identified on **Exhibit A - Summary Schedule of Values**. The Construction Manager's Fee shall be increased proportionally with the Cost of Work for any Change Orders in accordance with this Contract. The Contractor's Fee will not be reduced as the result of a Change Order. In the event the Cost of Work plus the Construction Manager's Fee including professional services shall total less than the Guaranteed Maximum Price as adjusted by Change Orders, the resulting savings shall be shared equally between the Owner and the Construction Manager, and the Owner shall make payment of the Construction Manager's portion upon Final Completion of the Work. In the event that the Cost of Work plus the Construction Manager's Fee including professional services exceeds the Guaranteed Maximum Price as adjusted by Change Orders, then the Owner shall pay no more than the Guaranteed Maximum Price as adjusted by Change Orders. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

1. The Guaranteed Maximum Price is based on the following scope of work as depicted in the Plans prepared by Christopher B. Burke Engineering, Ltd. and Engineering Enterprise, Inc., including any Addenda thereto.
2. Unit prices used for the actual work will be determined by the bidding process identified in Article 4 of this Agreement.
3. Assumptions on which the Guaranteed Maximum Price are based, are as follows:
  - .1 The site will drain entirely by gravity. No provisions for lift stations are included.
  - .2 Hazardous materials are not present at the site.
  - .3 Reasonable time has been allotted for acquiring permits from involved agencies. Durations to acquire permits are beyond the Contractor's control.
  - .4 To the extent that the Drawings and Specifications are anticipated to require further development by the Engineer, the Construction Manager has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. However, such further development does not include such things as changes in scope,

systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

8.2 Compensation. The Guaranteed Maximum Price is the sum of the Cost of the Work plus the Construction Manager's Fee as identified in this Contract, subject to adjustment in accordance with the provisions of this Contract.

8.3 Progress Payments. Prior to submitting the first Application for Payment, the Construction Manager shall provide a Schedule of Values reasonably satisfactory to the Owner consisting of a breakdown of the Contract Price by trade or appropriate category. On or before the fifteenth day of each month after the Work has been commenced, the Construction Manager shall submit to the Owner an Application for Payment in accordance with the Schedule of Values based upon the Work completed and materials stored on the site or at other locations approved by the Owner. Within thirty (30) days after receipt of each monthly Application for Payment, the Owner shall approve or disapprove the Application for Payment. When safety or quality assurance testing is necessary before consideration of the Application for Payment, and such testing cannot be completed within thirty (30) days after receipt of the Application for Payment, approval or disapproval of the Application for Payment shall be made upon completion of the testing or within sixty (60) days after receipt of the Application for Payment, whichever occurs first. If an Application for Payment is disapproved, the Owner shall notify the Construction Manager in writing. If an Application for Payment is approved, the Owner shall pay directly to the Construction Manager the appropriate amount for which Application for Payment was made, less amounts previously paid by the Owner within thirty (30) days after approval. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of the Contract Documents.

.1 With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1) progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.

.2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.



- .3 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- .4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
- .3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in paragraph 8.2 or, if the Construction Manager's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- .4 Subtract the aggregate of previous payments made by the Owner.
- .5 Except with the Owner's prior approval, payments to the Construction Manager and Subcontractors shall be subject to retention of not less than ten percent (10%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.
- .6 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

8.4 Progress Payment Documentation and Withholding of Payments due to Subcontractor Notice Received. The Construction Manager shall supply and each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

- (A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Construction Manager has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Construction Manager from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;
- (B) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Application for Payment from each and every Subcontractor and suppliers of material or labor to release the Owner of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Owner without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Owner of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Construction Manager shall indemnify and save the Owner harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;
- (C) sworn statements or lien waivers supporting the Application for Payment submitted late by the Construction Manager to the Owner will result in the Application for Payment not being processed until the following month.
- (D) Owner may, after having served written notice to the Construction Manager either pay unpaid bills, of which Owner has written notice, direct, or withhold from Construction Manager's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Construction Manager shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon Owner to the Construction Manager. In paying any unpaid bills of Construction Manager, Owner shall be deemed the agent of Construction Manager and any payment so made by Owner, shall be considered as payment made under the Contract by OWNER to Construction Manager and OWNER shall not be liable to Construction Manager for any such payment made in good faith.

Construction Manager agrees that all payments made by the OWNER shall be applied to the payment or reimbursement of the costs with respect to which they were paid, and not to any pre-existing or unrelated debt between

Construction Manager and OWNER or between the Construction Manager and any subcontractors or suppliers.

8.5 Late Payments. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*)

8.6 Title. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.

8.7 Final Payment. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied. In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.

.1 The amount of the final payment shall be calculated as follows:

.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.

.2 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

.2 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, the Owner will, within seven (7) days after receipt of the written report of the Owner's accountants, either make final payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.

.3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not

in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

8.8 Cost of the Work. The term “Cost of the Work” shall mean all costs incurred by the Construction Manager and the cost of professional services in the proper performance of the Work. The Cost of the Work shall include the items set forth below.

.1 Labor costs.

- .1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s agreement, at off-site locations.
- .2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when engaged in performance of the Work.
- .3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.
- .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work.

.2 Subcontract costs. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

.3 Costs of materials and equipment incorporated in the completed construction.

- .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- .2 Costs of materials described above in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner’s option, shall be sold by the Construction Manager, with the amounts realized, if any, from such sales credited to the Owner as a deduction from the Cost of the Work.

.4 Costs of other materials and equipment, temporary facilities and related items.

- .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work, and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.
  - .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
  - .3 Costs of removal of debris from the site.
  - .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
  - .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.
- .5 Miscellaneous costs.
- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
  - .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
  - .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager has paid or is required by the Contract Documents to pay.
  - .4 Fees of testing laboratories for tests required by the Contract Documents or advisable in the Construction Manager's discretion.
  - .5 Expenses and time incurred investigating potential changes in the Work.
  - .6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual

property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.

- .7 Data processing costs related to the Work.
- .8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .9 Legal, and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work.
- .10 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.
- .6 Other costs. Other costs incurred in the performance of the Work.
- .7 Emergencies and repairs to damaged or nonconforming work.
  - .1 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
  - .2 Costs incurred in repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers.
- 8.9 Non-Reimbursable Costs. The Cost of the Work shall not include any of the following.
  - .1 The Cost of the Work shall not include professional services or the following:
    - .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in paragraph 8.7.1, unless such personnel are directly engaged in the performance of the Work.
    - .2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 8.7.
    - .3 Overhead and general expenses, except as may be expressly included in Paragraph 8.7.

- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
  - .5 The Construction Manager's Fee.
  - .6 The payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois from which the Owner as a unit of local government is exempt.
  - .7 Costs which would cause the Guaranteed Maximum Price to be exceeded.
- .2 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. Amounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.
- 8.10 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.
- 8.11 Payment Approval. The Owner may disapprove a payment, in whole or in part, or because of subsequent observations, nullify any progress payment previously made, to such extent as may be necessary, in its opinion, to protect its interests due to:
- .1 Defective work not remedied;
  - .2 Third party claims or reasonable evidence indicating the probable filing of such claims;
  - .3 Failure to make payments to subcontractors for labor, materials or equipment;
  - .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;

- .5 Failure to prosecute the Work with sufficient workers, materials, and/or equipment;
- .6 Failure to perform the Work in accordance with the Contract Documents.

## ARTICLE 9 - CHANGES

9.1 Change Orders. Changes in the Work which are within the general scope of this Contract may be accomplished by Change Order without invalidating this Contract. A Change Order is a written instrument, issued after execution of this Contract signed by the Owner and Construction Manager stating their agreement upon a change and any adjustment in the Guaranteed Maximum Price and/or the date of Substantial Completion. The Construction Manager shall not be obligated to perform changed Work until the Change Order has been executed by the Owner and Construction Manager.

9.2 Costs. An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Work shall be determined by one or more of the following methods:

- .1 Unit prices as set forth in this Contract or as subsequently agreed (but if the original quantities are altered to a degree that application of previously agreed unit prices would be inequitable to either the Owner or the Construction Manager, the Unit Prices shall be equitably adjusted);
- .2 A mutually accepted, itemized lump sum;
- .3 Time and materials.

Construction Manager's fee shall be proportionately increased in all Change Orders that increase the Guaranteed Maximum Price, but shall not be proportionately decreased by a Change Order that decreases the Guaranteed Maximum Price. If the parties cannot agree on the price term of a Change Order, then the Change Order will be calculated on the basis of actual time and materials costs incurred. If at the Owner's request the Construction Manager incurs substantial costs or time investigating a proposed change which is never ultimately made, the Guaranteed Maximum Cost and Contract Time shall be equitably adjusted.

9.3 Unknown Conditions. If in the performance of the Work, the Construction Manager finds latent, concealed or subsurface physical conditions which differ from the conditions the Construction Manager reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Guaranteed Maximum Price and/or the Date of Substantial Completion shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed.

9.4 Claims. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the Construction Manager first recognizes the condition giving rise to the claim. Except in



an emergency, notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order.

## **ARTICLE 10 - INSURANCE AND BONDING**

10.1 The Contractor's Insurance. The Construction Manager and each of its Subcontractors shall provide insurance as outlined in the attached "Insurance Requirements" document provided by the Village of Algonquin. The Construction Manager shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Contract, whether resulting from the Construction Manager's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:

- .1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
- .2 under applicable employer's liability law, bodily injury, occupational sickness, disease or death claims of the Construction Manager's employees;
- .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Construction Manager;
- .4 usual personal injury liability claims for damages directly or indirectly related to the person's employment by the Construction Manager or for damages to any other person;
- .5 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured by the Owner;
- .6 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle;
- .7 contractual liability claims involving the Construction Manager's indemnity obligations; and
- .8 loss due to errors or omission with respect to provision of professional services under this Agreement, including engineering services.

10.2 The Construction Manager's Commercial General and Automobile Liability Insurance shall be written for not less than the following limits of liability:

### **Commercial General Liability Insurance**

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Agg.	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000

Fire Damage (any one fire)	\$ 100,000
Medical Expenses, each person	\$ 10,000

**Comprehensive Automobile Liability Insurance**

Combined Single Limit, each accident	\$1,000,000
or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage (per accident)	\$1,000,000

**Worker's Compensation & Employer's Liability**

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$ 500,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 500,000 each employee

**Commercial Umbrella/Excess Liability**

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

**Professional Liability**

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

- 10.3 Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy. The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be provided to the Owner prior to commencement of the Work.

Products and Completed Operations insurance shall be maintained for a minimum period of at least one year after the date of Substantial Completion or final payment, whichever is earlier.

- 10.4 Primary Insurance. The Commercial General Liability and Automobile Liability Insurance policies required under this contract shall be endorsed to include, as additional insured, the OWNER, its elected and appointed officials, officers and employees, and owners of property where the Work is to be completed. Prior to the commencement of any Work, the Construction Manager shall provide the Owner with Certificates of Insurance for all insurance required pursuant to this Article. Any insurance or self-insurance maintained by the Owner and Engineer shall be excess of

Construction Manager's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer. Construction Manager shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force insurance coverages equal to those required of Construction Manager by this Article, including, but not limited to, naming the OWNER as an additional insured for liability arising out of the subcontractor's work.

- 10.5 Acceptability of Insurers. The insurance carrier used by the Construction Manger shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and shall meet the minimum requirements of the State of Illinois.
- 10.6 Reserved.
- 10.7 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.
- 10.8 Waiver of Subrogation. The Owner and Construction Manager waive all rights against each other, the Engineer, and any of their respective employees, agents, consultants, Subcontractors and Subsubcontractors, for damages caused by risks covered by insurance provided in Paragraph 10.2 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors, and shall require each of them to include similar waivers in their subsubcontracts and consulting agreements. The Owner waives subrogation against the Construction Manager, Engineer, Subcontractors and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.
- 10.9 Bonds. The Construction Manager shall furnish bonds covering faithful performance of the Contract, exclusive of the Construction Manager's Fee and all other professional services, and payment of the obligations arising thereunder. Bonds may be obtained through the subcontractor's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100% of the Guaranteed Maximum Price, less the Construction Manager's Fee and all other professional services. The Construction Manager shall deliver the required bonds to the Owner at least three days before commencement of any Work at the Project site.

- 10.10 Performance and Payment Guarantee. In lieu of the Village not requiring payment and performance bonds by the Construction Manager pursuant to 30 ILCS 550/1, et. seq, the undersigned members of Burke, LLC, individually guarantee that 1) all the undertakings, covenants, terms, conditions, and promises made herein by Burke, LLC will be performed and fulfilled and 2) Burke, LLC shall pay all persons, firms and corporations having contracts with Burke, LLC, or with subcontractors and all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the Work on the Project, when such claims are not satisfied out of the Cost of Work, after final settlement between the Village and Burke, LLC has been made.

## **ARTICLE 11 - TERMINATION**

- 11.1 By the Construction Manager. Upon seven (7) days written notice to the Owner, the Construction Manager may terminate this Contract for any of the following reasons:

- .1 If the Work has been stopped for a thirty (30) day period;
  - a. under court order or order of other governmental authorities having jurisdiction;
  - b. as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or
  - c. because of the Owner's failure to pay the Construction Manager in accordance with this Contract;
- .2 if the Work is suspended by the Owner for thirty (30) days;
- .3 if the Owner materially delays the Construction Manager in the performance of the Work without agreeing to an appropriate Change Order; or
- .4 if the Owner otherwise materially breaches this Contract.

Upon termination by the Construction Manager in accordance with this paragraph, the Construction Manager shall be entitled to recover from the Owner all damages allowed under Illinois law. In addition, the Construction Manager shall be paid an amount calculated as set forth in paragraph 11.3.

- 11.2 By the Owner for Cause. If the Construction Manager fails to perform any of its obligations under this Contract, the Owner may, after seven (7) days written notice, during which period the Construction Manager fails to perform or to begin to perform such obligation, undertake to perform such obligations itself. The Contract Price shall be reduced by the cost to the Owner of performing such obligations. Additionally, upon seven (7) days written notice to the Construction Manager and the Construction Manager's surety, if any, the Owner may terminate this Contract for any of the following reasons:

- .1 if the Construction Manager utilizes improper materials and/or inadequately skilled workers;
- .2 if the Construction Manager does not make proper payment to laborers, material suppliers or subcontractors and refuses or fails to rectify same;
- .3 if the Construction Manager fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
- .4 if the Construction Manager otherwise materially breaches this Contract.

If the Construction Manager fails to cure within the seven (7) days, the Owner, without prejudice to any other right or remedy, may take possession of the site and complete the Work utilizing any reasonable means. In this event, the Construction Manager shall not have a right to further payment until the Work is completed. If the Construction Manager files a petition under the Bankruptcy Code, this Contract shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement or, if there has been a default, the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Contract or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code. In the event the Owner exercises its rights under this paragraph, upon the request of the Construction Manager, the Owner shall provide a detailed accounting of the costs incurred by the Owner.

- 11.3 Termination by the Owner Without Cause. If the Owner terminates this Contract other than as set forth in Paragraph 11.2, the Owner shall pay the Construction Manager for the Cost of all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Construction Manager has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Contract. As a condition of receiving the payments provided under this Article 11, the Construction Manager shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Construction Manager's rights and benefits to the Owner, including the execution and delivery of required papers.
- 11.4 Suspension By The Owner For Convenience. The Owner for its convenience may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate. Adjustments shall be made for increases in the Guaranteed Maximum Price and/or the date of Substantial Completion caused by suspension, delay or interruption. No adjustment shall be made if the Construction Manager is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equipment adjustment.

## ARTICLE 12 - DISPUTE RESOLUTION

12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Management representatives of both parties one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such management representatives, or if no meeting has taken place within fifteen (15) days after such referral, the dispute shall be referred to senior managers under the aforesaid procedure. If the matter has not been resolved by such senior managers, both parties must agree to initiate binding arbitration as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state Rules of Evidence.

12.2 Arbitration. Except as provided in this paragraph, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration, one arbitrator, administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, at the Village Hall 2200 Harnish Dr. Algonquin, Illinois, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Owner may elect, at its exclusive option, to file a lawsuit by rather than arbitration with regard to amounts due Owner of \$10,000 or less and \$200,000 or more and to enforce equitable remedies such as injunctive relief and mechanic lien rights. In the event of such election, each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of under or in connection with this Contract.

In the event of arbitration or litigation of this Contract between Owner and Construction Manager, the non-prevailing party shall pay all attorneys' fees and expenses incurred by prevailing party, as determined by the Arbiter or judge in connection with the respective arbitration or litigation.

Until final resolution of any dispute hereunder, Construction Manager shall diligently proceed with the performance of this Contract as directed by Owner.

12.3 Continued Performance of the Work. In the event of any dispute, the Construction Manager shall continue to perform the Work and maintain its progress pending final determination of the dispute, provided the Owner places a sum equal to 150% of the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the

parties in accordance with any agreement or court judgment entered resolving the dispute.

- 12.4 Required in Subcontracts. The Construction Manager shall include the provisions of this Article 12 in all Subcontracts into which it enters.

## **ARTICLE 13 – LIQUIDATED DAMAGES**

- 13.1 Late Completion. In the event that the Work is not Substantially Complete by the date set forth in this Contract, then promptly after receiving Final Payment, the Construction Manager shall pay to the Owner as liquidated damages a sum equal Two Hundred Dollars (\$200) for each day that the Work is late in reaching Substantial Completion.

## **ARTICLE 14 - MISCELLANEOUS**

- 14.1 Project Sign. The Owner agrees that the Construction Manager and Engineer will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit the Construction Manager and Engineer to photograph and make other reasonable use of the Project for promotional purposes.
- 14.2 Notices. Notices to the parties shall be given at the addresses shown on the cover page of this Contract by mail, fax or any other reasonable means.
- 14.3 Integration. This Contract is solely for the benefit of the parties, and no one is intended to be a third party beneficiary hereto. This Contract represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.
- 14.4 Governing Law. This Contract shall be governed by the laws of the State of Illinois.
- 14.5 Severability. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.
- 14.6 Assignment. Neither party to this Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may collaterally assign this Contract to a lender if required to secure financing for this Project.
- 14.7 Existing Contract Documents. A list of the Plans, Specifications and Addenda in existence at the time of execution of this Contract is attached as an exhibit to this Contract.
- 14.8 Illinois Freedom of Information Act. The Construction Manager acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to Work performed under this Agreement are considered a public record of the Owner; and therefore, the Construction Manager shall review its records and promptly produce to the Owner

any records in the Construction Manager's possession which the Owner requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Construction Manger shall produce to the Owner such records within three (3) business days of a request for such records from the owner at no additional cost to the Owner.

Owner:

Village of Algonquin  
2200 Harnish Dr  
Algonquin, IL 60102


Contractor:

Burke, LLC  
9575 W. Higgins Road, Suite 600  
Rosemont, IL 60018

By: \_\_\_\_\_ Date: \_\_\_\_\_

By:  Date: 1/13/2020  
Principal

Attest: \_\_\_\_\_ Date: \_\_\_\_\_

By:  Date: 1/13/2020  
Principal



### Guarantee

Pursuant to paragraph 10.10 of this Agreement, the undersigned members of Burke, LLC, individually guarantee that 1) all the undertakings, covenants, terms, conditions, and promises made herein by Burke, LLC will be performed and fulfilled and 2) Burke, LLC shall pay all persons, firms and corporations having contracts with Burke, LLC, or with subcontractors and all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the Work on the Project, when such claims are not satisfied out of the Cost of Work, after final settlement between the Village and Burke, LLC has been made.

By:  Date: 12/6/17 By:  Date: 12/6/17  
Principal Principal

By:  Date: 12/6/2017 By:  Date: 12/06/2017  
Principal Principal

By:  Date: 12/6/17 By:  Date: 12/06/17  
Principal Principal

By:  Date: 12-10/17 By:  Date: 12/6/2017  
Principal Principal



**MCCD Prairie Path  
Improvements  
Algonquin, Illinois**  
Exhibit A - Summary Schedule of Values



Item	Contract Value	
<b>MCCD Trail Improvements</b>	<b>\$</b>	<b>2,074,413</b>
Construction	\$	1,757,977
Design Services	\$	17,580
Construction Management	\$	123,058
General Conditions (Insurance OH and Profit)	\$	175,798
<b>Electrical / Lighting Improvements</b>	<b>\$</b>	<b>66,097</b>
Electrical Construction	\$	52,879
Design Services	\$	3,700
Construction Management	\$	4,230
General Conditions (Insurance OH and Profit)	\$	5,288
<b>Project Coordination and Communication Plan</b>	<b>\$</b>	<b>20,000</b>
Metrostrategies	\$	20,000
<b>Alternate 1 - Removal of Existing Structure</b>	<b>\$</b>	<b>42,000</b>
<b>Owner's Allowance</b>	<b>\$</b>	<b>50,000</b>
<b>Contract Price \$</b>		<b>2,210,510</b>



2020 - 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 Trine Construction for the Stage 3 Wet Utility Project in the Amount of \$ 6,767,780.90, attached hereto and hereby made part hereof.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020

APPROVED:

(seal)

\_\_\_\_\_  
John C. Schmitt, Village President

ATTEST:

\_\_\_\_\_  
Gerald S. Kautz, Village Clerk

by: \_\_\_\_\_  
Michelle Weber, Deputy Village Clerk

# VILLAGE OF ALGONQUIN

## Notice of Intent to Award

Date: January 15, 2020

To: Trine Construction Corp.  
27W364 North Avenue  
West Chicago, IL 60185  
(630) 668-4626

Project: Village of Algonquin Downtown Streetscape Stage 3 Wet Utilities

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of **Six Million Seven Hundred Sixty-Seven Thousand Seven Hundred Eighty Dollars and Ninety Cents (\$6,767,780.90).**

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days of the final Notice of Award to be sent upon IEPA approval, to you.

Dated this 21<sup>st</sup> day of January, 2020

---

John Schmitt, Village President



January 15, 2020

President and Board of Trustees  
Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102

**Subject: Village of Algonquin Downtown Streetscape Stage 3 Wet Utilities  
Recommendation to Award**

Dear President and Trustees,

The Village of Algonquin advertised the above referenced project in accordance with local, state, and federal guidelines on November 12, 2019. The Village received bids until 10:00 a.m. on Wednesday, December 18, 2019. Seven bids were received for the project and these bids were opened and read aloud at William J. Ganek Municipal Center. The following is a tabulation of the bids received:

<u>Company</u>	<u>Base Bid Amount</u>
<b>Trine Construction, Corp.</b>	<b>\$6,767,780.90</b>
Martam Construction, Inc.	\$7,236,986.47
Copenhaver Construction, Inc.	\$8,194,437.70
Joel Kennedy	\$8,389,109.94
DiMeo Brothers, Inc.	\$8,739,503.90
Benchmark Construction Co., Inc.	\$8,948,190.79
Bolder Contractors, Inc.	\$9,860,004.74

Trine Construction, Corp. of West Chicago, Illinois was the apparent low bidder with a bid amount of \$6,767,780.90 (Part A: Sanitary Sewer Improvements = \$6,011,382.10 & Part B: Water Main Improvement = \$756,398.80). We have reviewed the bidding documents, required certifications and disadvantaged business enterprise (DBE) requirements of the Illinois EPA Loan Program and confirmed that Trine Construction, Corp. has provided a complete bid package and has met all bidding requirements.

As a review of Trine Construction, Corp, we reached out to several of their references from previously completed projects. Responses were received from the following: Reggie Miller (H.W. Lochner & Associates); Bill McKenna (Village of Oak Park); Steve Crede (Burns & McDonnell Engineering); and Sarang Lagvankar (Wheaton Engineering). In general, the reviews were good relative to Trine's workmanship, management, and overall capability to complete our type project. TAI and the Village's Works Department also held a meeting with Trine Construction Corp. on various intricate parts of the Downtown Streetscape Stage 3 Wet Utilities project. Based on the conversation held during this meeting, it is our option that Trine Construction, Corp. fully understands the scope of the project and developed a practical approach and schedule to complete the proposed improvements.

The Village has authorized borrowing funds from the Illinois EPA Loan Program for the sanitary sewer improvements component under Ordinance No. 2018-O-24. The Illinois EPA will limit the amount financed, based on the original cost estimate, to \$5,164,060.00. The balance of the sanitary sewer improvements component will be paid with local funds, as will the water main improvements.

Village of Algonquin  
Downtown Streetscape Stage 3 Wet Utilities  
Recommendation to Award  
January 15, 2020

It is therefore our recommendation that the Village of Algonquin award the Downtown Streetscape Stage 3 Wet Utilities construction contract to Trine Construction, Corp. for the bid amount of \$6,767,780.90. The Notice of Intent to Award form is enclosed to notify the Contractor that the bid is accepted and contingent upon approval of the Illinois EPA and execution of the loan agreement for the project. A final Notice of Award will be issued upon IEPA approval and the Contractor will execute the Agreement and required to furnish a performance bond, payment bond, and certificates of insurance at that time. If you should have any questions or wish to discuss this further, please contact me at your earliest convenience.

Sincerely,

A handwritten signature in dark ink, appearing to read 'S. Trotter', with a long horizontal flourish extending to the right.

Scott Trotter, P.E., BCEE  
President



DOWNTOWN STREETScape STAGE 3 WET UTILITIES  
Bid Opening: December 18, 2019  
William J. Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois 60102



				Engineer's Estimate		Trine Construction		Martam Construction		Copenhaver Construction		Joel Kennedy		Dimeo Brothers		Benchmark Construction		Bolder Contractors	
Item No.	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
PART A - SANITARY SEWER IMPROVEMENTS																			
1	AGGREGATE BASE REPAIR	100	CY	\$ 70.00	\$ 7,000.00	\$ 20.00	\$ 2,000.00	\$ 86.62	\$ 8,662.00	\$ 50.00	\$ 5,000.00	\$ 160.00	\$ 16,000.00	\$ 60.00	\$ 6,000.00	\$ 200.00	\$ 20,000.00	\$ 90.00	\$ 9,000.00
2	BITUMINOUS MATERIALS (PRIME COAT)	20,745	LB	\$ 2.00	\$ 41,490.00	\$ 0.05	\$ 1,037.25	\$ 0.01	\$ 207.45	\$ 0.10	\$ 2,074.50	\$ 0.01	\$ 207.45	\$ 0.05	\$ 1,037.25	\$ 0.01	\$ 207.45	\$ 0.01	\$ 207.45
3	BITUMINOUS MATERIALS (TACK COAT)	4,149	LB	\$ 2.00	\$ 8,298.00	\$ 0.05	\$ 207.45	\$ 0.01	\$ 41.49	\$ 0.10	\$ 414.90	\$ 0.01	\$ 41.49	\$ 0.05	\$ 207.45	\$ 0.01	\$ 41.49	\$ 0.01	\$ 41.49
4	BRICK PAVEMENT REMOVAL, SPECIAL	448	SY	\$ 20.00	\$ 8,960.00	\$ 12.50	\$ 5,600.00	\$ 41.72	\$ 18,690.56	\$ 45.00	\$ 20,160.00	\$ 12.00	\$ 5,376.00	\$ 15.00	\$ 6,720.00	\$ 10.00	\$ 4,480.00	\$ 15.00	\$ 6,720.00
5	BRICK SIDEWALK REMOVAL, SPECIAL	111	SF	\$ 10.00	\$ 1,110.00	\$ 10.50	\$ 1,165.50	\$ 13.34	\$ 1,480.74	\$ 6.00	\$ 666.00	\$ 9.00	\$ 999.00	\$ 7.00	\$ 777.00	\$ 5.40	\$ 599.40	\$ 4.00	\$ 444.00
6	BRICK SIDEWALK RE-INSTALL, SPECIAL	85	SF	\$ 20.00	\$ 1,700.00	\$ 17.05	\$ 1,449.25	\$ 14.75	\$ 1,253.75	\$ 20.00	\$ 1,700.00	\$ 40.00	\$ 3,400.00	\$ 30.00	\$ 2,550.00	\$ 18.00	\$ 1,530.00	\$ 32.00	\$ 2,720.00
7	BYPASS PUMPING	1	L SUM	\$ 125,000.00	\$ 125,000.00	\$ 25,250.00	\$ 25,250.00	\$ 42,000.00	\$ 42,000.00	\$ 275,000.00	\$ 275,000.00	\$ 20,000.00	\$ 20,000.00	\$ 100,000.00	\$ 100,000.00	\$ 70,000.00	\$ 70,000.00	\$ 50,000.00	\$ 50,000.00
8	CASING PIPE, 48"	75	LF	\$ 1,200.00	\$ 90,000.00	\$ 373.30	\$ 27,997.50	\$ 1,250.00	\$ 93,750.00	\$ 450.00	\$ 33,750.00	\$ 460.00	\$ 34,500.00	\$ 4,500.00	\$ 337,500.00	\$ 468.00	\$ 35,100.00	\$ 900.00	\$ 67,500.00
9	CONNECTION TO EXITING WATER MAIN	15	EA	\$ 2,500.00	\$ 37,500.00	\$ 4,457.65	\$ 66,864.75	\$ 2,800.00	\$ 42,000.00	\$ 3,500.00	\$ 52,500.00	\$ 7,000.00	\$ 105,000.00	\$ 5,000.00	\$ 75,000.00	\$ 10,000.00	\$ 150,000.00	\$ 5,000.00	\$ 75,000.00
10	CONSTRUCTION FENCING	2,500	LF	\$ 5.00	\$ 12,500.00	\$ 3.05	\$ 7,625.00	\$ 3.00	\$ 7,500.00	\$ 4.00	\$ 10,000.00	\$ 1.00	\$ 2,500.00	\$ 5.00	\$ 12,500.00	\$ 2.69	\$ 6,725.00	\$ 3.00	\$ 7,500.00
11	CURB AND GUTTER REMOVAL AND REPLACEMENT, SPECIAL	2,146	LF	\$ 35.00	\$ 75,110.00	\$ 32.55	\$ 69,852.30	\$ 32.00	\$ 68,672.00	\$ 30.00	\$ 64,380.00	\$ 46.00	\$ 98,716.00	\$ 34.00	\$ 72,964.00	\$ 34.00	\$ 72,964.00	\$ 40.00	\$ 85,840.00
12	CURB AND GUTTER REMOVAL, SPECIAL	413	LF	\$ 10.00	\$ 4,130.00	\$ 7.10	\$ 2,932.30	\$ 8.41	\$ 3,473.33	\$ 6.00	\$ 2,478.00	\$ 6.00	\$ 2,478.00	\$ 6.00	\$ 2,478.00	\$ 13.00	\$ 5,369.00	\$ 5.00	\$ 2,065.00
13	DECOMMISSION AND ABANDON EXISTING LIFT STATION	1	L SUM	\$ 30,000.00	\$ 30,000.00	\$ 27,185.00	\$ 27,185.00	\$ 29,031.17	\$ 29,031.17	\$ 40,000.00	\$ 40,000.00	\$ 38,000.00	\$ 38,000.00	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00
14	DETECTABLE WARNINGS	72	SF	\$ 40.00	\$ 2,880.00	\$ 32.00	\$ 2,304.00	\$ 44.30	\$ 3,189.60	\$ 34.00	\$ 2,448.00	\$ 50.00	\$ 3,600.00	\$ 34.00	\$ 2,448.00	\$ 20.00	\$ 1,440.00	\$ 40.00	\$ 2,880.00
15	DETECTOR LOOPS	200	FT	\$ 30.00	\$ 6,000.00	\$ 21.00	\$ 4,200.00	\$ 18.50	\$ 3,700.00	\$ 21.00	\$ 4,200.00	\$ 25.00	\$ 5,000.00	\$ 25.00	\$ 5,000.00	\$ 20.00	\$ 4,000.00	\$ 19.00	\$ 3,800.00
16	DEWATERING	1	L SUM	\$ 250,000.00	\$ 250,000.00	\$ 417,245.00	\$ 417,245.00	\$ 420,228.69	\$ 420,228.69	\$ 55,000.00	\$ 55,000.00	\$ 300,000.00	\$ 300,000.00	\$ 600,000.00	\$ 600,000.00	\$ 100,000.00	\$ 100,000.00	\$ 400,000.00	\$ 400,000.00
17	DRIVEWAY PAVEMENT REMOVAL	413	SY	\$ 10.00	\$ 4,130.00	\$ 7.35	\$ 3,035.55	\$ 12.00	\$ 4,956.00	\$ 15.00	\$ 6,195.00	\$ 15.00	\$ 6,195.00	\$ 7.00	\$ 2,891.00	\$ 14.50	\$ 5,985.50	\$ 20.00	\$ 8,260.00
18	DUST CONTROL WATERING	100	DAY	\$ 75.00	\$ 7,500.00	\$ 128.50	\$ 12,850.00	\$ 124.04	\$ 12,404.00	\$ 200.00	\$ 20,000.00	\$ 250.00	\$ 25,000.00	\$ 50.00	\$ 5,000.00	\$ 400.00	\$ 40,000.00	\$ 100.00	\$ 10,000.00
19	EXPLORATORY TRENCH, SPECIAL	200	LF	\$ 75.00	\$ 15,000.00	\$ 28.00	\$ 5,600.00	\$ 40.00	\$ 8,000.00	\$ 10.00	\$ 2,000.00	\$ 50.00	\$ 10,000.00	\$ 20.00	\$ 4,000.00	\$ 221.00	\$ 44,200.00	\$ 150.00	\$ 30,000.00
20	FERTILIZER	135	LB	\$ 10.00	\$ 1,350.00	\$ 5.25	\$ 708.75	\$ 4.00	\$ 540.00	\$ 1.00	\$ 135.00	\$ 5.00	\$ 675.00	\$ 2.50	\$ 337.50	\$ 2.32	\$ 313.20	\$ 3.00	\$ 405.00
21	FILL AND ABANDON SANITARY MANHOLE	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 3,020.00	\$ 3,020.00	\$ 1,150.13	\$ 1,150.13	\$ 600.00	\$ 600.00	\$ 400.00	\$ 400.00	\$ 750.00	\$ 750.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00
22	HOT-MIX ASPHALT BIKE PATH, 2"	252	SY	\$ 75.00	\$ 18,900.00	\$ 34.50	\$ 8,694.00	\$ 31.49	\$ 7,935.48	\$ 36.00	\$ 9,072.00	\$ 65.00	\$ 16,380.00	\$ 55.00	\$ 13,860.00	\$ 60.00	\$ 15,120.00	\$ 40.00	\$ 10,080.00
23	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, NS0	1,076	TON	\$ 110.00	\$ 118,360.00	\$ 111.30	\$ 119,758.80	\$ 110.41	\$ 118,801.16	\$ 86.00	\$ 92,536.00	\$ 110.00	\$ 118,360.00	\$ 102.00	\$ 109,752.00	\$ 97.50	\$ 104,910.00	\$ 95.00	\$ 102,220.00
24	HOT-MIX ASPHALT DRIVEWAY, SPECIAL	9	SY	\$ 60.00	\$ 540.00	\$ 218.15	\$ 1,963.35	\$ 216.68	\$ 1,950.12	\$ 100.00	\$ 900.00	\$ 240.00	\$ 2,160.00	\$ 200.00	\$ 1,800.00	\$ 165.00	\$ 1,485.00	\$ 350.00	\$ 3,150.00
25	HOT-MIX ASPHALT PATCHING, 2 INCH, SPECIAL	3,000	SY	\$ 75.00	\$ 225,000.00	\$ 33.50	\$ 100,500.00	\$ 32.00	\$ 96,000.00	\$ 20.00	\$ 60,000.00	\$ 10.00	\$ 30,000.00	\$ 18.00	\$ 54,000.00	\$ 40.00	\$ 120,000.00	\$ 11.00	\$ 33,000.00
26	HOT-MIX ASPHALT PATCHING, 12 INCH, SPECIAL	586	SY	\$ 100.00	\$ 58,600.00	\$ 160.65	\$ 94,140.90	\$ 155.05	\$ 90,859.30	\$ 127.00	\$ 74,422.00	\$ 150.00	\$ 87,900.00	\$ 185.00	\$ 108,410.00	\$ 180.00	\$ 105,480.00	\$ 120.00	\$ 70,320.00
27	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", NS0	752	TON	\$ 150.00	\$ 112,800.00	\$ 116.55	\$ 87,645.60	\$ 115.59	\$ 86,923.68	\$ 97.00	\$ 72,944.00	\$ 115.00	\$ 86,480.00	\$ 120.00	\$ 90,240.00	\$ 110.00	\$ 82,720.00	\$ 114.00	\$ 85,728.00
28	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	134	SY	\$ 20.00	\$ 2,680.00	\$ 37.80	\$ 5,065.20	\$ 36.04	\$ 4,829.36	\$ 23.00	\$ 3,082.00	\$ 35.00	\$ 4,690.00	\$ 15.00	\$ 2,010.00	\$ 11.00	\$ 1,474.00	\$ 16.00	\$ 2,144.00
29	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	1,135	SY	\$ 15.00	\$ 17,025.00	\$ 13.20	\$ 14,982.00	\$ 13.67	\$ 15,515.45	\$ 10.00	\$ 11,350.00	\$ 14.00	\$ 15,890.00	\$ 11.00	\$ 12,485.00	\$ 9.50	\$ 10,782.50	\$ 7.00	\$ 7,945.00
30	INLET FILTER BASKETS	37	EA	\$ 150.00	\$ 5,550.00	\$ 131.20	\$ 4,854.40	\$ 155.00	\$ 5,735.00	\$ 35.00	\$ 1,295.00	\$ 225.00	\$ 8,325.00	\$ 125.00	\$ 4,625.00	\$ 200.00	\$ 7,400.00	\$ 50.00	\$ 1,850.00
31	INSTRUMENTATION AND CONTROLS	1	L SUM	\$ 150,000.00	\$ 150,000.00	\$ 99													



# VILLAGE OF ALGONQUIN

## BID PROPOSAL (LINE ITEM)

FOR

### DOWNTOWN STREETScape STAGE 3 WET UTILITIES

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	UNIT TOTAL
<b>PART A - SANITARY SEWER IMPROVEMENTS</b>					
1	AGGREGATE BASE REPAIR	CY	100	20.00	2,000.00
2	BITUMINOUS MATERIALS (PRIME COAT)	LB	20,745	.05	1,037.25
3	BITUMINOUS MATERIALS (TACK COAT)	LB	4,149	.05	207.45
4	BRICK PAVEMENT REMOVAL, SPECIAL	SY	448	12.50	5,600.00
5	BRICK SIDEWALK REMOVAL, SPECIAL	SF	111	10.50	1,165.50
6	BRICK SIDEWALK RE-INSTALL, SPECIAL	SF	85	17.05	1,449.25
7	BYPASS PUMPING	L SUM	1	25,250.0	25,250.00
8	CASING PIPE, 48"	LF	75	373.30	27,997.50
9	CONNECTION TO EXISTING WATER MAIN	EA	15	4,457.65	66,864.75
10	CONSTRUCTION FENCING	LF	2,500	3.05	7,625.00
11	CURB AND GUTTER REMOVAL AND REPLACEMENT , SPECIAL	LF	2,146	32.55	69,852.30
12	CURB AND GUTTER REMOVAL, SPECIAL	LF	413	7.10	2,932.30
13	DECOMMISSION AND ABANDON EXISTING LIFT STATION	L SUM	1	27,185.0	27,185.0
14	DETECTABLE WARNINGS	SF	72	32.00	2,304.00
15	DETECTOR LOOPS	FT	200	21.00	4,200.0
16	DEWATERING	L SUM	1	417,245.0	417,245.0
17	DRIVEWAY PAVEMENT REMOVAL	SY	413	7.35	3,035.55
18	DUST CONTROL WATERING	DAY	100	128.50	12,850.00
19	EXPLORATORY TRENCH, SPECIAL	LF	200	28.00	5,600.00
20	FERTILIZER	LB	135	5.25	708.75



## VILLAGE OF ALGONQUIN

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	UNIT TOTAL
21	FILL AND ABANDON SANITARY MANHOLE	EA	1	3,020.00	3,020.00
22	HOT-MIX ASPHALT BIKE PATH, 2"	SY	252	34.50	8,694.00
23	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1,076	111.30	119,758.80
24	HOT-MIX ASPHALT DRIVEWAY, SPECIAL	SY	9	218.15	1,963.35
25	HOT-MIX ASPHALT PATCHING, 2 INCH, SPECIAL	SY	3000	33.50	100,500.00
26	HOT-MIX ASPHALT PATCHING, 12 INCH, SPECIAL	SY	586	160.65	94,140.90
27	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N30	TON	752	116.55	87,645.60
28	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	134	37.80	5,065.20
29	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SY	1,135	13.20	14,982.00
30	INLET FILTER BASKETS	EA	37	131.20	4,854.40
31	INSTRUMENTATION AND CONTROLS	L SUM	1	99,495.00	99,495.00
32	LIFT SANITARY GENERATOR AND CONTROL BUILDING	L SUM	1	292,330.00	292,330.00
33	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EA	1	7,120.00	7,120.00
34	MESSAGE BOARD	EA	4	2,100.00	2,100.00
35	MOBILIZATION	L SUM	1	405,775.00	405,775.00
36	MODIFY EXISTING CONTROLLER CABINET	EA	1	4,200.00	4,200.00
37	MODULAR BLOCK RETAINING WALL	SF	206	132.85	27,367.10
38	ODOR CONTROL SYSTEM	L SUM	1	31,975.00	31,975.00
39	PAVEMENT REMOVAL, SPECIAL	SY	11,628	10.58	122,694.00
40	PCC DRIVEWAY, SPECIAL, 6"	SY	404	65.10	26,300.00
41	PCC PATCHING, 6 INCH, SPECIAL	SY	3,425	47.10	162,687.50
42	PCC PATCHING, 10 INCH, SPECIAL	SY	318	95.55	30,384.90
43	PCC SIDEWALK REMOVAL	SF	1,125	2.10	2,362.50
44	PCC SIDEWALK REMOVAL AND REPLACEMENT	SF	5,285	9.60	50,736.00
45	PCC SIDEWALK REMOVAL WITH TEMPORARY PCC REPLACEMENT	SF	1253	5.60	7,016.80



## VILLAGE OF ALGONQUIN

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	UNIT TOTAL
46	PERMEABLE PAVERS	SY	62	121.35	7,523.70
47	POLYUREA PAVEMENT MARKING - LETTERS AND SYMBOLS	SF	118.3	8.40	993.72
48	POLYUREA PAVEMENT MARKING - LINE 4"	LF	592	1.65	976.80
49	POLYUREA PAVEMENT MARKING - LINE 6"	LF	1,384	2.15	2,975.60
50	POLYUREA PAVEMENT MARKING - LINE 24"	LF	106	8.50	901.00
51	RADAR VEHICLE DETECTION SYSTEM, SINGLE APPROACH, STOP BAR	EA	2	23,100.00	46,200.00
52	REMOVAL OF EXISTING STRUCTURE	L SUM	1	17,634.53	17,634.53
53	REMOVE AND DISPOSE OF NON-HAZARDOUS SPECIAL WASTE OR CERTIFIED NON-SPECIAL WASTE	CY	500	48.00	24,000.00
54	REMOVE ELECTRIC CABLE FROM CONDUIT	FT	601	1.60	961.60
55	REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT	EA	1	157.50	157.50
56	REMOVE METER VAULT	EA	1	1,504.00	1,504.00
57	REMOVE SANITARY MANHOLE	EA	14	778.00	10,892.00
58	ROCK EXCAVATION, SPECIAL	CY	50	275.00	13,750.00
59	SANITARY DROP MANHOLE, 5' DIAMETER	EA	3	17,585.00	52,755.00
60	SANITARY DROP MANHOLE, 7' DIAMETER	EA	1	23,255.00	23,255.00
61	SANITARY FORCE MAIN ABANDONMENT, 6"	LF	78	388.40	30,295.20
62	SANITARY FORCE MAIN REMOVAL, 6"	LF	50	21.55	1,077.50
63	SANITARY LIFT STATION WET WELL	L SUM	1	544,105.00	544,105.00
64	SANITARY MANHOLE, 4' DIAMETER	EA	5	5,455.00	27,275.00
65	SANITARY MANHOLE, 5' DIAMETER	EA	16	10,201.00	163,216.00
66	SANITARY SERVICE, SPECIAL, 6"	LF	1,257	199.45	250,708.65
67	SANITARY SERVICE TEE-WYE, 8" x 6"	EA	9	156.80	1,411.20
68	SANITARY SERVICE TEE-WYE, 10" x 6"	EA	3	250.60	751.80
69	SANITARY SERVICE TEE-WYE, 30" x 6"	EA	33	2,215.00	73,095.00



## VILLAGE OF ALGONQUIN

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	UNIT TOTAL
70	SANITARY SEWER ABANDONMENT, 8"	LF	311	32.50	10,107.50
71	SANITARY SEWER ABANDONMENT, 10"	LF	257	32.50	8,352.50
72	SANITARY SEWER ABANDONMENT, 12"	LF	14	32.50	455.00
73	SANITARY SEWER ABANDONMENT, 15"	LF	2959	16.40	48,527.60
74	SANITARY SEWER CLEANOUT	EA	45	584.75	26,313.75
75	SANITARY SEWER REMOVAL, 8"	LF	100	48.50	4,850.00
76	SANITARY SEWER REMOVAL, 10"	LF	100	49.75	4,975.00
77	SANITARY SEWER REMOVAL, 12"	LF	50	51.05	2,552.50
78	SANITARY SEWER REMOVAL, 15"	LF	1,000	65.20	65,200.00
79	SANITARY SEWER, SPECIAL, 8" PVC SDR-26	LF	364	161.10	58,640.40
80	SANITARY SEWER, SPECIAL, 10" PVC SDR-26	LF	287	166.70	47,699.40
81	SANITARY SEWER, SPECIAL, 12" PVC SDR-26	LF	54	241.35	13,032.90
82	SANITARY SEWER, SPECIAL, 24" DIP CL 350	LF	137	591.65	81,056.05
83	SANITARY SEWER, SPECIAL, 30" PVC DR-25	LF	3,175	401.85	1,275,873.75
84	SANITARY SEWER JACK AND BORE WITH CASING PIPE 48"	LF	100	2,602.85	260,285.00
85	SAW AND SEAL	EA	50	32.15	1,607.50
86	SEED	AC	0.75	7,710.00	5,782.50
87	SHRUB, ARROWWOOD VIBURNUM, 4'	EA	7	78.65	550.55
88	SHRUB, ARTIC SUN DOGWOOD, 3'	EA	6	97.95	587.70
89	STORM CATCH BASIN, TYPE A, 4' DIA., TYPE 11 FRAME & GRATE	EA	2	3,810.40	7,620.80
90	STORM CATCH BASIN, TYPE C, 2' DIA., TYPE 11 FRAME & GRATE	EA	3	3,033.50	9,100.50
91	STORM INLET, TYPE A, 2' DIA., TYPE 11 FRAME & GRATE	EA	3	2,283.00	6,849.00
92	STORM MANHOLE, TYPE A, 4' DIA., TYPE 1 FRAME, CLOSED LID	EA	1	3,733.50	3,733.50
93	STORM MANHOLE, TYPE A, 5' DIA., TYPE 1 FRAME, CLOSED LID	EA	2	4,426.50	8,853.00

## VILLAGE OF ALGONQUIN

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	UNIT TOTAL
94	STORM SEWER, CLASS A, TYPE 2, 12" RCP	LF	218	127.95	27893.10
95	STORM SEWER, CLASS A, TYPE 2, 15" RCP	LF	67	131.85	8833.95
96	STORM SEWER, CLASS A, TYPE 2, 18" RCP	LF	160	138.95	22232.00
97	STORM SEWER, 6" PVC C-900	LF	25	94.40	2360.00
98	STRUCTURES TO BE ADJUSTED	EA	13	790.40	10275.20
99	TOPSOIL FURNISH AND PLACE, 6"	SY	3,627	10.85	39352.95
100	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L SUM	1	181,350.85	181,350.85
101	TREE PROTECTION	EA	20	242.65	4853.00
102	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	403	25.70	10357.10
103	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	153	36.00	5508.00
104	TREES, ALLEGHENY SERVICEBERRY, 2"	EA	5	882.65	4413.25
105	TREES, EASTERN REDBUD, 2"	EA	4	786.25	3145.00
106	TREES, REDMOND LINDEN, 3"	EA	3	980.00	2940.00
107	TREES, SERBIAN SPRUCE, 6'	EA	6	924.00	5544.00
108	TREES, STATE STREET MIYABE MAPLE, 3"	EA	2	965.00	1930.00
109	TRENCH BACKFILL, SPECIAL	CY	11,015	.01	135.70
110	TURF EROSION CONTROL BLANKET	SY	3,627	7.90	28653.30
TOTAL PART A				6,006.477.65	



## VILLAGE OF ALGONQUIN

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	UNIT TOTAL
<b>PART B - WATER MAIN IMPROVEMENTS</b>					
111	CASING PIPE, 16"	LF	168	140.65	23,629.20
112	CASING PIPE, 24"	LF	211	159.25	33,601.75
113	CASING PIPE, 30"	LF	60	239.00	14,340.00
114	FIRE HYDRANT TO BE REMOVED	EA	8	678.90	5,431.20
115	FIRE HYDRANT, SPECIAL (COMPLETE TO MAIN)	EA	8	7,530.00	60,400.00
116	REMOVE VALVE VAULT	EA	16	815.00	13,040.00
117	VALVE VAULT, TYPE A, 5' DIA., EAST JORDAN 1050Z1 FRAME, EAST JORDAN 1020 LID	EA	16	3416.75	54,668.00
118	WATER MAIN ABANDONMENT, 6"	LF	36	69.50	2,502.00
119	WATER MAIN ABANDONMENT, 8"	LF	1,633	12.70	20,739.10
120	WATER MAIN ABANDONMENT, 10"	LF	1542	12.70	19,583.40
121	WATER MAIN ABANDONMENT, 12"	LF	92	32.50	2,990.00
122	WATER MAIN REMOVAL, 6"	LF	65	24.05	1,563.25
123	WATER MAIN, SPECIAL, 8", DUCTILE IRON	LF	1,879	117.05	219,936.25
124	WATER MAIN, SPECIAL, 10", DUCTILE IRON	LF	18	133.10	2,395.80
125	WATER MAIN, SPECIAL, 12", DUCTILE IRON	LF	471	163.30	76,914.30
126	WATER MAIN, SPECIAL, 16", DUCTILE IRON	LF	443	196.35	86,983.05
127	WATER SERVICE CONNECTION	EA	21	2,573.05	54,034.05
128	WATER SERVICE LINE 1 1/2"	LF	639	9.00	5,751.00
129	WATER SERVICE LINE 2"	LF	45	16.70	751.50
130	WATER VALVES, 8"	EA	9	2,371.00	21,339.00
131	WATER VALVES, 12"	EA	3	3,656.75	10,970.25
132	WATER VALVES, 16"	EA	4	5,465.00	21,860.00
133	YARD HYDRANT	EA	1	2,975.00	2,975.00
TOTAL PART B				756,398.80	
GRAND TOTAL (Total Part A + Total Part B)				6,762,876.45	

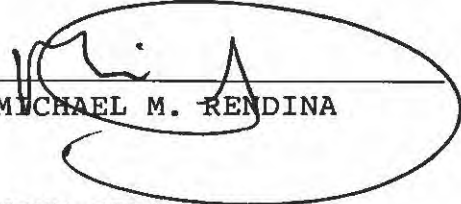
## VILLAGE OF ALGONQUIN

Written Out Grand Total:

*Six million Seven hundred Sixty two thousand Six hundred  
Seventy SIX Dollars and forty five cents*

Contractor: TRINE CONSTRUCTION CORP.

Signature:

  
MICHAEL M. RENDINA

Date: 12/18/19

Title: VICE PRESIDENT



# VILLAGE OF ALGONQUIN

## BID CERTIFICATION

FOR

### DOWNTOWN STREETScape STAGE 3 WET UTILITIES

The undersigned, being an authorized representative of the Bidder, hereby certifies in accordance with Illinois State Statutes 720 ILCS 5/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Illinois State Statutes 720 ILCS 5/33E – “Public Contracts” concerning bid rigging, bid rotating, kickbacks, bribery, and other interference with public contracts.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

Michael M. Rendina, being duly sworn, deposes and say that he/she is the Vice President of Trine Construction and that the statement above is true and correct. Corp.

Dated this 18th Day of December, 2019.

By:

(Signature)

Michael M. Rendina

Its: Vice President  
(Title)

Subscribed and sworn before me this

18th

day of

December 2019

Mary Ann Behrends  
Notary Public



**VILLAGE OF ALGONQUIN**

**BID PERFORMANCE REFERENCES**

FOR

**DOWNTOWN STREETScape STAGE 3 WET UTILITIES**

Company Name: **SEE ATTACHED**  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Contact Email: \_\_\_\_\_



**TRINE CONSTRUCTION CORP.  
DETAILS OF CURRENT PROJECTS  
DETAILS OF COMPLETED PROJECTS  
LIST OF REFERENCES**

**PENDING-CURRENT- RECENTLY COMPLETED PROJECTS**

- 2020 - VILLAGE OF OAK PARK  
LAKE STREET WATERMAIN & SEWER IMPROVEMENTS  
TRINE - GENERAL CONTRACTOR

VALUE: \$1,900,000.00

REFERENCE: MR. BILL MCKENNA, R.E. OAK PARK PUBLIC WORKS  
708-358-5700

STATUS: EARLY 2020 START

- 2019 - VILLAGE OF WHEELING  
WOLF RD. SANITARY SEWER IMPROVEMENTS  
TRINE: GENERAL CONTRACTOR

VALUE: \$400,000.00

DESCRIPTION: SANITARY SEWER INSTALLATION

REFERENCE: MS. LANA RUDNIK - VILLAGE OF WHEELING PUBLIC WORKS

OFFICE: 847-279-6900

STATUS: 90% COMPLETE

- 2019-VILLAGE OF WHEELING  
DUNDEE-NORTHGATE WATERMAIN IMPROVEMENTS  
TRINE: GENERAL CONTRACTOR

VALUE: \$212,000.00

DESCRIPTION: WATERMAIN INSTALLATION

REFERENCE: MS. LANA RUDNIK

STATUS: 90% COMPLETE

- 2019-VILLAGE OF WHEELING  
INDUSTRIAL LANE IMPROVEMENTS  
TRINE: GENERAL CONTRACTOR

VALUE: \$2,300,000.00

DESCRIPTION: WATERMAIN, SEWER

REFERENCE: MR. MICHAEL KOWALSKI, R.E.

CIORBA GROUP: 773-355-2954

STATUS: 100% COMPLETED

➤ 2019- VILLAGE OF HINSDALE  
2019 INFRASTRUCTURE IMPROVEMENTS

VALUE: \$2,268,000.00

DESCRIPTION: WATERMAIN, STORM SEWER INSTALLATION

TRINE SUBCONTRACTOR TO G&M CEMENT CONSTRUCTION

REFERENCE: MR. NICK VAVALLE – G&M CEMENT

630-628-6208.

STATUS: 100% COMPLETED

➤ CITY OF WHEATON  
2019 WATER MAIN IMPROVEMENTS  
TRINE: GENERAL CONTRACTOR

VALUE: \$1,200,000.00

DESCRIPTION: WATERMAIN INSTALLATION

REFERENCE: MR. SARANG LAGVANKAR – WHEATON ENGINEERING

630-260-2067

STATUS: 70% COMPLETED

➤ 2019 -IDOT CONTRACT 61E06  
55<sup>TH</sup> ST. – DUNHAM TO CLARENDON HILLS RD.  
TRINE SUBCONTRACTOR TO R.W. DUNTEMAN CO.

VALUE: 1,900,000.00

DESCRIPTION: WATERMAIN INSTALLATION, STORM SEWER

REFERENCE: MR. CHRIS CWIKLINSKI – R.W. DUNTEMAN CO. PROJECT MGR.

630-953-1500

STATUS: 70% COMPLETED

➤ 2019 - VILLAGE OF ELK GROVE VILLAGE  
TANGLEWOOD DRIVE WATERMAIN

VALUE: \$738,000.00

DESCRIPTION: WATER MAIN INSTALLATION

REFERENCE: MR. DAVE BUGAI – PUBLIC WORKS

847-784-8800

STATUS: COMPLETED

➤ 2019 – VILLAGE OF WHEELING  
2019 WATERMAIN & ROADWAY IMPROVEMENTS

VALUE: \$1,900,000.00

DESCRIPTION: WATERMAIN INSTALLATION – ROAD RECONSTRUCTION/PAVING

REFERENCE: MS. LANA RUDNIK – WHEELING PUBLIC WORKS DEPARTMENT

OFFICE: 847-279-6900

STATUS: COMPLETED

➤ 2018-2019 – VILLAGE OF PALATINE  
S. WARREN AVE. STORMWATER IMPROVEMENTS

VALUE: \$190,000.00

DESCRIPTION: STORM SEWER INSTALLATION

REFERENCE: MR. GEORGE RUPPERT – PALATINE ENGINEER

OFFICE: 847-705-5200

STATUS: COMPLETED

OTHER COMPLETED PROJECTS

➤ 2018 – CITY OF MARENGO  
WATERMAIN IMPROVEMENTS

VALUE: \$975,000.00

DESCRIPTION: WATERMAIN INSTALLATION ON ROUTE 20 & ROUTE 23 BY  
OPEN CUT & JACK AND BORE MEHODS.

REFERENCE: MR. ADAM BORHART – ENGINEER H.R. GREEN

CELL: 815-693-8890

OFFICE: 815-385-1778

➤ 2018 CLCJAWA NORTH GROUP WATER  
EXPANSIONPACKAGE #4

LAKE VILLA, ILLINOIS

VALUE \$5.75 MILLION

DESCRIPTION : APPROX. 17,000 FT. OF WATER MAIN INSTALLATION AND  
APPURTENANCES BY VARIOUS METHODS, OPEN CUT, DIRECTIONAL DRILL, BORE  
& JACK

REFERENCE: MR. BOB DOERINGSFELD-ATI ENGINEERING:

[rcdoeringsfeld@ati-ae.com](mailto:rcdoeringsfeld@ati-ae.com) 224-372-0753

➤ 2018 -DELTA BLVD. – MANNHEIM RD. PUMP STATION  
VILLAGE OF SCHILLER PARK

VALUE \$555,000

DESCRIPTION: EXCAVATION AND INSTALLATION OF LIFT STATION

REFERENCE: MR. MARIO JOS – PUBLIC WORKS SUPERINTENDENT 847-671-8553

➤ 2018 WATER & SEWER MAIN IMPROVEMENTS  
VILLAGE OF OAK PARK

VALUE \$2,300,000

DESCRIPTION: WATER MAIN INSTALLATION VIA OPEN CUT AND AUGER –  
VARIOUS VILLAGE STREETS. SANITARY SEWER INSTALLATION

REFERENCE: MR. BILL MCKENNA – ENGINEER – DEPT. OF PUBLIC WORKS  
708-358-5700

➤ 2018 HINSDALE SOUTH INFRASTRUCTURE IMPROVEMENTS  
SUBCONTRACTOR TO G.&M. CEMENT FOR THE VILLAGE OF HINSDALE

VALUE \$1,795,000

DESCRIPTION: WATER MAIN & STORM SEWER INSTALLATION, STRUCTURE  
ADJUSTMENTS

REFERENCE: MR. NICK VAVALLE – OWNER G.&M. CEMENT 630-628-6208

➤ 2017-2018 IDOT 60Y38  
I-90 CUMBERLAND TO HARLEM

VALUE \$1.3 MILLION

SUBCONTRACTOR TO LORIG CONSTRUCTION CO.

DESCRIPTION: WATERMAIN INSTALLATION UNDER AND ACROSS I-90 AND CTA  
RIGHT OF WAY, BY BORE AND JACK METHOD – 36" DIA AND 66" DIA APPROX 500'  
8" & 12" DIP OPEN CUT APPROX 750 FT

REFERENCES: MR. FRANK PALLADINO – LORIG CONSTRUCTION 847-298-0360

➤ 2017 VILLAGE OF ALSIP WATER MAIN IMPROVEMENTS

VALUE \$1,285,500

DESCRIPTION: WATER MAIN INSTALLATION & APPURTENANCES BY OPEN CUT &  
DIRECTIONAL DRILL ON MULTIPLE VILLAGE STREETS.

REFERENCE: MS. VERONICA HALL – ROBINSON ENGINEERING 224-908-3982

➤ 2016 – 2017 CDOT – E-6-149  
WESTERN AVE. VIADUCT OVER BELMONT AVE.

VALUE: \$2,375,000.00

SUBCONTRACTOR TO F.H. PASCHEN/S.N. NIELSEN

DESCRIPTION: STORM SEWER INSTALLATION, WATERMAIN RELOCATION ALONG  
WESTERN AVE. AND AT THE CHICAGO RIVER BRIDGE ABUTMENT

8", 10", 12", 15", 24" 30" VARIOUS RCP, DIP, VCP

REFERENCES: MR. JOHN MORLEY – F.H. PASCHEN 773-418-7217

MR. BRYAN YERGLER – F.H. PASCHEN 312-339-9221

➤ 2017 CITY OF ELGIN  
WEST PRESSURE ZONE CONNECTIVITY



**HIGHLAND WOODS TRANSMISSION MAIN**

**VALUE: \$1,765,000.00**

**5700 LF OF 24" DIP OPEN CUT**

**450 LF OF 42" CASING AUGERED UNDER ROUTE 20, WETLAND CROSSING & UNDER COOMBS ROAD.**

**REFERENCES: MR. STEVE CREDE, P.E.**

**BURNS & MCDONNELL ENGINEERING: 630-710-8667**

**MR. ERIC WEISS - CITY OF ELGIN ENGINEERING: weiss\_e@cityofelgin.org**

**➤ 2015-2016 IDOT 60L70**

**LAKE SHORE DRIVE & I-55 INTERCHANGE CHICAGO**

**SUBCONTRACTOR TO IHC CONSTRUCTION CO.**

**CURRENT VALUE: \$1.8 MILLION**

**8", 12", 24" & 36" DUCTILE IRON WATER MAIN INSTALLATION**

**15", 18", 24" & 48" STORM SEWER, DUCTILE IRON AND RCP INSTALLATION**

**DRAINAGE SCUPPER INSTALLATION**

**REFERENCES: BRIAN RAUSCH - PROJECT MANAGER 847-970-0009**

**ZACH HALL - PROJECT MANAGER 224-401-6626**

**➤ 2015-2016 IDOT 62A64**

**N.E. RIVER ROAD OVER I-90**

**VALUE: \$1,265,420.00**

**SUBCONTRACTOR TO F.H. PASCHEN**

**DESCRIPTION: WATER MAIN INSTALLATION. AUGER UNDER I-90, CTA LINE, 42" AND 30" APPROX 600 FT. - VARIOUS SEWER WORK**

**L.J. KEEFE - AUGERING CONTRACTOR**

**REFERENCES: MR. ADAM ROTH - F.H. PASCHEN**

**MR. PAUL MARZULLO - CITY OF CHICAGO DEPT. OF WATER MGT. 312-217-9511**

**MR. ANDY ANDERSON - CITY OF CHICAGO CENTRAL DIST. WATER OPERATOR  
773-615-6898**

**MR. JOHN BARBARO - CITY OF CHICAGO DEPT. OF WATER MGT.**

**➤ CITY OF ELGIN -**

**WEST PRESSURE ZONE CONNECTIVITY - BOWES RD.  
TRANSMISSION MAIN**

**JOB VALUE: \$1.6 MILLION**

**DESCRIPTION: WATER MAIN INSTALLATION. OPEN CUT & AUGER UNDER  
CANADIAN NATIONAL RAILROAD LINE, AUGER UNDER CREEK. APPROX 7,000 LF  
20" DIP AND**

**L.J. KEEFE AUGERING SUBCONTRACTOR**

**REFERENCES: MR. STEVE CREDE - BURNS & MCDONNELL - SEE # ABOVE**

**MR. ERIC WEISS - CITY OF ELGIN - ABOVE**

**➤ 2014-2016 IDOT 60G37-60P35**

➤ MANNHEIM ROAD NORTH & SOUTH CONTRACT

SUBCONTRACTOR TO LORIG CONSTRUCTION

TOTAL VALUE: \$5.8 MILLION

DESCRIPTION: MANNHEIM ROAD FROM RTE 72 TO IRVING PARK ROAD

APPROXIMATELY 40,000 LF OF VARIOUS STORM SEWER FROM 12" TO 72" ,

INSTALLATION OF A 54 FT DEEP TRIPLEX PUMP STATION

REFERENCES: MR. REGGIE MILLER - H.W.LOCHNER & ASSOCIATES

[rmiller@hwlochner.com](mailto:rmiller@hwlochner.com)

DARREN TONARELLI - LORIG CONSTRUCTION CO.

[Darren.tonnarelli@sbcglobal.net](mailto:Darren.tonnarelli@sbcglobal.net)

GORDON SNYDER - TY LIN - [Gordon.snyder@tylin.com](mailto:Gordon.snyder@tylin.com)

➤ CITY OF WHEATON

MULTIPLE WATER MAIN PROJECTS THROUGHOUT THE LAST 5 YEARS

APPROXIMATELY 20,000 LF OF VARIOUS SIZE DUCTILE IRON WATER MAIN OPEN CUT.

MR. MARK WEDOW - CITY OF WHEATON 630-260-2000

SARANG LAVANGKAR - CITY OF WHEATON 630-260-2000

➤ VILLAGE OF DOWNERS GROVE

MULTIPLE WATER MAIN PROJECTS OVER THE LAST 10 YEARS APPROXIMATELY 15,000 LF OF VARIOUS SIZE OPEN CUT DUCTILE IRON PIPE.

REFERENCE: MR. SCOTT VASKO - ENGINEER - DOWNERS GROVE PUBLIC WORKS 630-434-5460

➤ VILLAGE OF GLEN ELLYN

MULTIPLE WATER MAIN PROJECTS OVER THE LAST 10 YEARS APPROXIMATELY 15,000 LF OF VARIOUS SIZE DUCTILE IRON PIPE.

REFERENCE: MR. BOB MINIX - VILLAGE ENGINEER 630-469-5000

➤ VILLAGE OF CLARENDON HILLS

MULTIPLE WATER MAIN PROJECTS OVER THE LAST 10 YEARS APPROXIMATELY 20,000 LF OF VARIOUS SIZE DUCTILE IRON PIPE.

REFERENCE: MR. BRIAN WAGNER (CURRENTLY VILLAGE OF SCHAUMBURG ENGINEERING) 847-895-4500

➤ ARMY CORPS OF ENGINEERS

2013 LAGRANGE PARK SECTION 219 WATER MAIN PROJECT

VALUE: \$800,000.00

3500 LF OF 12" WATER MAIN AUGERED AND OPEN CUT

REFERENCE: PHIL STAVARIDIES: 847-688-4431

➤ VILLAGE OF COUNTRYSIDE

3500 LF OF 24" PVC WATER MAIN

REFERENCE: MR. LEE FELL -CBBEL 847-823-0500

➤ CITY OF BERWYN

ROOSEVELT ROAD - 7000 LF OF D.I.P INSTALLATION

VALUE: \$5 MILLION

REFERENCE: MR. JOHN FITZGERALD - NOVOTNY & ASSOCIATES 630-887-8640

➤ HILLSIDE BERKELEY WATER COMMISSION

20,000 LF OF VARIOUS SIZE DIP

AUGERING IN ALLEYS

OPEN CUT

CHRISTOPHER BURKE ENGINEERING - LEE FELL - ABOVE

# VILLAGE OF ALGONQUIN

## NON-COLLUSION CERTIFICATION

FOR

### DOWNTOWN STREETScape STAGE 3 WET UTILITIES

By Submission of this proposal, the Bidder Michael M. Rendina certifies,  
Name of Bidder

That (s)he is Vice-President of Trine Construction Corpand,  
Title Name of Firm

under penalty of perjury, affirms:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
4. The proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.
5. Each person signing the proposal certifies that:

(A) - (S)he is the person in the Contractor's organization responsible within that organization for the decision as to prices being offered in the proposal and that (s)he has not participated and will not participate in any action contrary to (1-4) above;

Or

(B) - (S)he is not the person in the Contractor's organization responsible within that organization for the decision as to prices being offered in the proposal but that (s)he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that (s)he has not participated, and will not participate in any action contrary to (1-4) above.



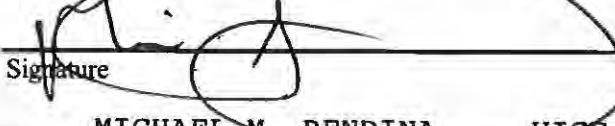
# VILLAGE OF ALGONQUIN

## U.S. Environmental Protection Agency

### Certification of Nonsegregated Facilities

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

 Signature	12/18/19 Date
<hr/>	
MICHAEL M. RENDINA      VICE PRESIDENT	
<hr/>	
Name and Title of Signer      (Please type)	
<hr/>	
TRINE CONSTRUCTION CORP.	
<hr/>	
Firm Name	

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

## VILLAGE OF ALGONQUIN

### Notice to Labor Unions or Other Organizations of Workers Nondiscrimination in Employment

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #150

To: LABORER'S UNION, PLUMBERS UNION

(Name of union or organization of workers)

The undersigned currently holds contract(s) with TRINE CONSTRUCTION CORP.

(Name of applicant)

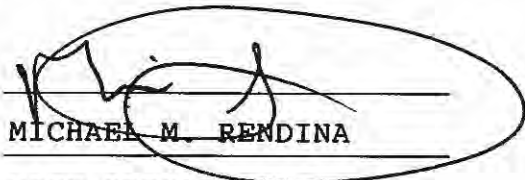
involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION,  
RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT,  
TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF  
COMPENSATION, SELECTION FOR TRAINING INCLUDING  
APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished to you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

  
MICHAEL M. RENDINA

VICE-PRESIDENT

TRINE CONSTRUCTION CORP.

(Contractor or Subcontractor)

12/18/19

(Date)

# VILLAGE OF ALGONQUIN

EPA Project Control #: VoA17-06-26A

United States Environmental Protection Agency  
Washington, DC 20460

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters

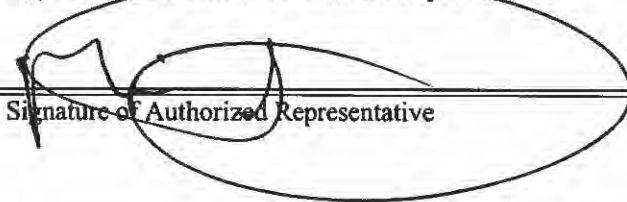
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

MICHAEL M. RENDINA, VICE PRESIDENT TRINE CONSTRUCTION CORP.

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

12/18/19

Date

☐ I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)

# VILLAGE OF ALGONQUIN

## Bidder Certification In Compliance with Article 33E-11 to the "Criminal Code of 2012"

I MICHAEL M. RENDINA, do hereby certify that:  
(Name)

1. I am VICE PRESIDENT of the TRINE CONSTRUCTION CORP.  
(Position) (Firm)

and have authority to execute this certification on behalf of the firm;

2. This firm is not barred from bidding on this contract due to Bid-rigging or Bid Rotating violation as set forth in Article 33E-11 to the "Illinois Criminal Code of 2012 [720 ILCS 5/33E-11]"

Name of Firm TRINE CONSTRUCTION CORP.

Signature

Title VICE PRESIDENT

Date 12/18/19

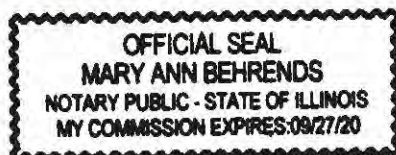
Corporate Seal (where appropriate)

On this 18th day of December 20 19, before me appeared (Name)

Michael M. Rendina to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Firm) Trine Construction Corp. to execute the affidavit and did so as his or her free act and deed.

Notary Public Mary Ann Behrends Commission Expires 9/27/20

Notary Seal





## VILLAGE OF ALGONQUIN

### Summary Report of Disadvantaged Business Enterprise Requirement for Contractors

- 1) Completed and signed certification from bidder(s) attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services in the performance of this contract (may use IEPA DBE Form #1).

OR

- 2) "Certificate of publication, or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from a daily, regional publication. For advertisements placed in a construction project clearinghouse such as [www.construction.com](http://www.construction.com), a screenshot of the advertisement, link to website, and receipt is required for proof of advertising.

Dates of bidder advertisement: 11/25/19

Date of bid opening: 12/18/19

- 3) List of all disadvantaged business enterprises (DBE) and non-DBE's that submitted proposals to the bidder. Specify as DBE, along with the type of DBE, or non-DBE with the following information (DBE Form #4 may be used for this purpose).

Name of Company NONE  
Name of Owners  
Address of Company  
E-mail Address of Company  
Telephone Number:  
Date of Proposal  
Type of DBE  
Description of work to be performed

- 4) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided (may use IEPA DBE Form #1).
- 5) Completed and signed copies of IEPA DBE Form #3 (Subcontractor Utilization Form). Only applies if using DBE subcontractors.
- 6) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized (IEPA DBE Form #1).
- 7) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no responses or proposals were received (IEPA DBE Form #1).
- 8) Note: DBE Form #2 is not included in this packet. It is for consultants/engineers to report DBE activity.

## VILLAGE OF ALGONQUIN



### Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

#### Disadvantaged Business Enterprise (DBE) Program DBE Form #1 - Contractor Certification

(To be completed by all Prime Contractors)

Please check the appropriate boxes that apply and complete the information on the bottom of the form.

- ☐ This firm will award no subcontracts (including in the procurement of equipment, supplies, or services), in the performance of this contract.
- ☒ This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.
- ☐ This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

Name of DBE	Address	Phone	Reason for Non-Utilization

- ☒ This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

Signature: [Signature] Name: Michael M. Rendina  
Date: 12-18-19 Title: Vice President  
Company: Time Construction Corp.

DBE-1 Rev 5/2017

Contractor Certification

## VILLAGE OF ALGONQUIN

### Bidder Certification Regarding the Use of American Iron and Steel Products

MICHAEL M. RENDINA, do hereby certify that:  
Name

1. I am VICE PRESIDENT (title) of the TRINE CONSTRUCTION CORP. (company), partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. This firm is aware that all iron and steel products used for this project must be produced in the United States per Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014.
3. This firm is aware that the use of American iron and steel products applies to all projects for the construction, alteration, maintenance, or repair of publicly owned treatment works (POTW) or public water systems.
4. This firm understands the term “iron and steel products” refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
5. I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Firm TRINE CONSTRUCTION CORP.

Signature

Title

VICE PRESIDENT

Date

12/18/19

Corporate Seal (where appropriate)

## VILLAGE OF ALGONQUIN



### Illinois Environmental Protection Agency

1021 North Grand Avenue East • P O Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

#### Disadvantaged Business Enterprise (DBE) Program DBE Form #3 - Subcontractor Utilization

(Only complete this form if DBE subcontractors or sub-consultants will be working on the project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name	Project Name
Contact Person's Name & Title	
Address	
Telephone	Email
DBE Certified By	Select One <input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> SBE <input type="radio"/> DBE
Prime Contractor Name	
Type of Work to be Performed	Cost Estimate of Work

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Prime Contractor Signature	Printed Name
Date	Title
Subcontractor Signature	Printed Name
Date	Title



The Herald-News

Description: DISADVANTAGED BUSINESSES  
1727193

TRINE CONSTRUCTION CORP  
27W364 NORTH AVE  
WEST CHICAGO IL 60185

Shaw Media certifies that it is the publisher of The Herald-News.  
The Herald-News is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Joliet, County of Will, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in The Herald-News, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 11/25/2019

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by J. Tom Shaw, its publisher, at Joliet, Illinois, on 25th day of November, A.D. 2019

Shaw Media By:



J. Tom Shaw, Publisher

Account Number 10194566

Amount \$67.70

**PUBLIC NOTICE**

Trine Construction Corp., 27W364 North Ave., West Chicago, IL 60185 (630-668-4626) is seeking disadvantaged businesses for the Village of Algonquin Downtown Streetscape Stage 3 Wet Utilities bid on 12/18/19. Subcontracting opportunities are in Trucking, Sewer & Water materials, asphalt & concrete, traffic control. All disadvantaged businesses should contact, in writing-certified letter return receipt, Jeff Truax to discuss the subcontracting opportunities. All negotiations must be completed prior to the bid opening date. Subcontracts will be awarded based on pricing, qualifications and availability.

(Published in the Northwest Herald November 25, 2019)1727193



**Village of Algonquin  
Downtown Streetscape Stage 3 Wet Utilities**

**Receipt of Addendum Acknowledgement  
Addendum No. 1**

Please check the appropriate box, enter the corresponding information required below, and return via fax to 630-587-0475 or email to [a.zahn@trotter-inc.com](mailto:a.zahn@trotter-inc.com). If you do not respond to this notice, repeat notices may follow. Failure to acknowledge receipt of addenda within the project Bid Documents may result in the Bid being declared Non-responsive.

Trine Construction Corp. (Name of Plan Holder)

☒ I have received the Addendum by email. I have confirmed that the Addendum is complete as indicated in the Addendum description.

☐ I have received the Addendum via fax. I have confirmed that the Addendum is complete as indicated in the Addendum description.

MaryAnn Behrends (Signature)

MARYANN BEHREND - Admin. Asst (Printed Name, Title)

☒ Please send future correspondence by email to the address below.

jeff.truax@trineconstruction.com (Email Address)  
maryann.behrends@trineconstruction.com

☐ Please send future correspondence by mail to the address below.

\_\_\_\_ (Recipient)

\_\_\_\_ (Company)

\_\_\_\_ (Street)

\_\_\_\_ (City, State, Zip)

☐ I will not be bidding this project and request no further correspondence.





**Village of Algonquin  
Downtown Streetscape Stage 3 Wet Utilities**

**Receipt of Addendum Acknowledgement  
Addendum No. 2**

Please check the appropriate box, enter the corresponding information required below, and return via fax to 630-587-0475 or email to [a.zahn@trotter-inc.com](mailto:a.zahn@trotter-inc.com). If you do not respond to this notice, repeat notices may follow. Failure to acknowledge receipt of addenda within the project Bid Documents may result in the Bid being declared Non-responsive.

Trine Construction Corp (Name of Plan Holder)

☒ I have received the Addendum by email. I have confirmed that the Addendum is complete as indicated in the Addendum description.

☐ I have received the Addendum via fax. I have confirmed that the Addendum is complete as indicated in the Addendum description.

Maryann Behrends (Signature)

MARY ANN BEHRENDOS - Admin (Printed Name, Title)

☒ Please send future correspondence by email to the address below.

jeff.truax@trineconstruction.com (Email Address)  
Maryann.Behrends@trineconstruction.com

☐ Please send future correspondence by mail to the address below.

\_\_\_\_ (Recipient)

\_\_\_\_ (Company)

\_\_\_\_ (Street)

\_\_\_\_ (City, State, Zip)

☐ I will not be bidding this project and request no further correspondence.

**VILLAGE OF ALGONQUIN**

**BID ADDENDA NOTICE**

FOR

**DOWNTOWN STREETSCAPE STAGE 3 WET UTILITIES**

**THIS PAGE LEFT BLANK INTENTIONALLY**

**INSERT ADDENDA IN THIS LOCATION IF RECEIVED PRIOR TO BID OPENING**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Trine Construction Corp.  
27W364 North Avenue  
West Chicago, IL 60185

### SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company  
100 William Street, 5th Floor  
New York, NY 10038  
Mailing Address for Notices  
1411 Opus Place, Ste. 450  
Downers Grove, IL 60515

### OWNER:

(Name, legal status and address)

Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

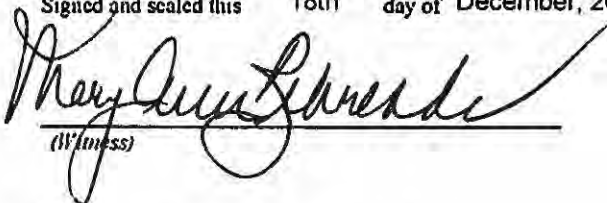
Downtown Streetscape Stage 3 Wet Utilities #NO. VoA17-06-26A

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of December, 2019

  
(Witness)

  
(Witness) Witness

Trine Construction Corp.

(Principal)

(Seal)

By: 

(Title)

Michael M. Rendina, VP

Hudson Insurance Company

(Surety)

(Seal)

By: 

(Title)

Elaine G. Marcus Attorney-in-Fact



State of IL

County of DuPage

**SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)**

I, Graciela Casaus Notary Public of DuPage County, in the State of IL,

do hereby certify that Elaine G. Marcus Attorney-in-Fact, of the Hudson Insurance

Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Hudson Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 18th day of December, 2019



A handwritten signature of Graciela Casaus in black ink, written over a horizontal line.

Notary Public

Graciela Casaus

My Commission expires: May 5, 2023



Bond No. Bid Bond



## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Elaine G. Marcus of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly attested on this 14th day of December, 20 17 at New York, New York.



Attest...  
Dina Daskalakis  
Corporate Secretary

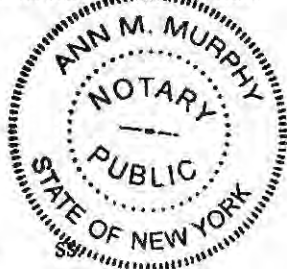
HUDSON INSURANCE COMPANY

By...  
Michael P. Cifone  
Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK SS.

On the 14th day of December, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2021

## CERTIFICATION

STATE OF NEW YORK  
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 18th day of December, 20 19.

(Corporate seal)



By...  
Dina Daskalakis, Secretary



## Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

### Disadvantaged Business Enterprise (DBE) Program DBE Form #4 - Bidders List

(Only complete this form if DBE subcontractors or sub-consultants will be working on the project)

Company Name & Contact Person	Address	Phone Number with area code	Email	Proposed Work (supplies, paint, etc)	DBE Status
					<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> SBE <input type="radio"/> DBE <input type="checkbox"/> Check if hired
					<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> SBE <input type="radio"/> DBE <input type="checkbox"/> Check if hired
					<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> SBE <input type="radio"/> DBE <input type="checkbox"/> Check if hired
					<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> SBE <input type="radio"/> DBE <input type="checkbox"/> Check if hired

VILLAGE OF ALGONQUIN





# Village of Algonquin

The Gem of the Fox River Valley

January 30, 2020

## Village President and Board of Trustees:

The List of Bills dated 2/4/20, payroll expenses, and insurance premiums totaling \$2,186,202.10 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.

Aries Industries	\$ 45,742.00	Pathfinder Camera with Tractor
Copenhaver Construction	168,885.46	Sleepy Hollow Road
Core & Main LP	43,462.00	Meter Program
Independent Mechanical	251,936.62	WTP 2 & 3 HSP Motor Replacement
Martam Construction	260,188.29	IEPA Downtown Streetscape – Stage 2
Rosen Hyundai	67,194.08	2019 Sales Tax Rebate – 3 <sup>rd</sup> Quarter
Trotter & Associates	14,508.69	WWTP Improvement – Phase 6B
Trotter & Associates	17,371.75	Downtown Streetscape – Stage 3
Trotter & Associates	26,255.00	Downtown Streetscape – Stage 2
Ultra Strobe Communications	14,673.74	Squad Equipment
United Meters	34,347.00	Meter Installations

Please note:

The 1/31/2020 payroll expenses totaled \$655,173.99.

February 2020 insurance premiums to IPBC totaled \$154,989.95.

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.

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

Tim Schloneger  
Village Manager

TS/mjn

# Village of Algonquin

## List of Bills 2/4/2020

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>10-41 INCORPORATED</b>					
CHAPLAIN SERVICES & TRAINING 2020	1,000.00	<b>POLICE - EXPENSE PUB SAFETY</b> PROFESSIONAL SERVICES	01200200-42234-	01.10.2020-01	20200138
<b>Vendor Total: \$1,000.00</b>					
<b>AEC FIRE-SAFETY &amp; SECURITY INC</b>					
FUEL TANK	97.85	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	247733	29200041
<b>Vendor Total: \$97.85</b>					
<b>ALFA LAVAL INC</b>					
BELT FILTER PRESS REPAIRS	586.56	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> MAINT - TREATMENT FACILITY	07800400-44412-	280001382	70200311
<b>Vendor Total: \$586.56</b>					
<b>APPLIED ECOLOGICAL SERVICES</b>					
NATURAL AREA MAINTENANCE	4,023.00	<b>PARK IMPR - EXPENSE PUB WORKS</b> INFRASTRUCTURE MAINT IMPROV	06900300-43370-	55162	40200309
<b>Vendor Total: \$4,023.00</b>					
<b>ARAMARK REFRESHMENT SERVICES</b>					
COFFEE SERVICE	364.93	<b>BUILDING MAINT. BALANCE SHEET</b> INVENTORY	28-14220-	642768	28200013
<b>Vendor Total: \$364.93</b>					
<b>ARAMARK UNIFORM SERVICES</b>					
MAT SERVICES - PD	25.00	<b>BUILDING MAINT. BALANCE SHEET</b> OUTSOURCED INVENTORY	28-14240-	1592115567	28200002
MAT SERVICES - PD	25.00	<b>BUILDING MAINT. BALANCE SHEET</b> OUTSOURCED INVENTORY	28-14240-	1592124214	28200002
MAT SERVICES - PD	25.00	<b>BUILDING MAINT. BALANCE SHEET</b> OUTSOURCED INVENTORY	28-14240-	1592132934	28200002
MAT SERVICES - GMC	25.01	<b>BUILDING MAINT. BALANCE SHEET</b> OUTSOURCED INVENTORY	28-14240-	1592115564	28200002
MAT SERVICES - GMC	25.01	<b>BUILDING MAINT. BALANCE SHEET</b> OUTSOURCED INVENTORY	28-14240-	1592124210	28200002
MAT SERVICES - GMC	25.01	<b>BUILDING MAINT. BALANCE SHEET</b> OUTSOURCED INVENTORY	28-14240-	1592132931	28200002
MAT SERVICES - WWTP	31.93	<b>BUILDING MAINT. BALANCE SHEET</b> OUTSOURCED INVENTORY	28-14240-	1592124211	28200002
MAT SERVICES - PW	57.00	<b>BUILDING MAINT. BALANCE SHEET</b> OUTSOURCED INVENTORY	28-14240-	1592115566	28200002
		<b>BUILDING MAINT. BALANCE SHEET</b>			

Vendor					
Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
MAT SERVICES - PW	57.00	OUTSOURCED INVENTORY	28-14240-	1592124213	28200002
		<b>BUILDING MAINT. BALANCE SHEET</b>			
MAT SERVICES - PW	57.00	OUTSOURCED INVENTORY	28-14240-	1592132933	28200002
		<b>VEHCL MAINT-REVENUE &amp; EXPENSES</b>			
SHOP TOWELS	26.71	UNIFORMS & SAFETY ITEMS	29900000-47760-	1592115565	29200008
		<b>VEHCL MAINT-REVENUE &amp; EXPENSES</b>			
SHOP TOWELS	26.71	UNIFORMS & SAFETY ITEMS	29900000-47760-	1592124212	29200008
		<b>VEHCL MAINT-REVENUE &amp; EXPENSES</b>			
SHOP TOWELS	26.71	UNIFORMS & SAFETY ITEMS	29900000-47760-	1592132932	29200008
		<b>GENERAL SERVICES PW - EXPENSE</b>			
UNIFORM SERVICE - GENERAL SERVICES	60.16	UNIFORMS & SAFETY ITEMS	01500300-47760-	1592124217	40200004
		<b>GENERAL SERVICES PW - EXPENSE</b>			
UNIFORM SERVICE - GENERAL SERVICES	60.16	UNIFORMS & SAFETY ITEMS	01500300-47760-	1592132937	40200004
		<b>GENERAL SERVICES PW - EXPENSE</b>			
UNIFORM SERVICE - GENERAL SERVICES	75.79	UNIFORMS & SAFETY ITEMS	01500300-47760-	1592124216	40200004
		<b>GENERAL SERVICES PW - EXPENSE</b>			
UNIFORM SERVICE - GENERAL SERVICES	75.79	UNIFORMS & SAFETY ITEMS	01500300-47760-	1592132936	40200004
		<b>BLDG MAINT- REVENUE &amp; EXPENSES</b>			
UNIFORMS BUILDING/VEHICLE	41.15	UNIFORMS & SAFETY ITEMS	28900000-47760-	1592124218	40200024
		<b>VEHCL MAINT-REVENUE &amp; EXPENSES</b>			
UNIFORMS BUILDING/VEHICLE	82.30	UNIFORMS & SAFETY ITEMS	29900000-47760-	1592124218	40200024
		<b>BLDG MAINT- REVENUE &amp; EXPENSES</b>			
UNIFORMS BUILDING/VEHICLE	41.15	UNIFORMS & SAFETY ITEMS	28900000-47760-	1592132938	40200024
		<b>VEHCL MAINT-REVENUE &amp; EXPENSES</b>			
UNIFORMS BUILDING/VEHICLE	82.30	UNIFORMS & SAFETY ITEMS	29900000-47760-	1592132938	40200024
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
UNIFORMS WATER/SEWER	41.27	UNIFORMS & SAFETY ITEMS	07800400-47760-	1592124219	70200004
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
UNIFORMS WATER/SEWER	41.28	UNIFORMS & SAFETY ITEMS	07700400-47760-	1592124219	70200004
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
UNIFORMS WATER/SEWER	76.97	UNIFORMS & SAFETY ITEMS	07800400-47760-	1592132939	70200004
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
UNIFORMS WATER/SEWER	76.98	UNIFORMS & SAFETY ITEMS	07700400-47760-	1592132939	70200004
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
UNIFORMS WWTP	50.26	UNIFORMS & SAFETY ITEMS	07800400-47760-	1592124215	70200005
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
UNIFORMS WWTP	50.26	UNIFORMS & SAFETY ITEMS	07800400-47760-	1592132935	70200005
Vendor Total: \$1,288.91					
<b>ARIES INDUSTRIES INC</b>					
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
PATHFINDER CAMERA WITH TRACTOR	45,742.00	MAINT - COLLECTION SYSTEM	07800400-44416-	394029	70200278
Vendor Total: \$45,742.00					
<b>BA LIGHTING LLC</b>					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>BUILDING MAINT. BALANCE SHEET</b>					
WASHBAY LED LIGHTS	2,500.00	INVENTORY	28-14220-	54257	28200083
<b>Vendor Total: \$2,500.00</b>					
<b>BONNELL INDUSTRIES INC</b>					
<b>VEHICLE MAINT. BALANCE SHEET</b>					
RETURNED COIL AND LEADWIRES	-393.14	OUTSOURCED INVENTORY	29-14240-	0190150-CM	
<b>VEHICLE MAINT. BALANCE SHEET</b>					
RETURNED PUMP WITH FITTINGS	-3,072.80	OUTSOURCED INVENTORY	29-14240-	0191192-IN	
<b>VEHICLE MAINT. BALANCE SHEET</b>					
GAS SPRING	68.66	OUTSOURCED INVENTORY	29-14240-	0190914-IN	29200120
<b>VEHICLE MAINT. BALANCE SHEET</b>					
DRIVER BRACKET	825.13	OUTSOURCED INVENTORY	29-14240-	0190919-IN	29200120
<b>VEHICLE MAINT. BALANCE SHEET</b>					
TOP PUNCH SQUARE HOLE BOLT	1,500.00	OUTSOURCED INVENTORY	29-14240-	0190106-IN	29200120
<b>VEHICLE MAINT. BALANCE SHEET</b>					
TRUCK LABOR	10,472.21	OUTSOURCED INVENTORY	29-14240-	0190745-IN	29200120
<b>Vendor Total: \$9,400.06</b>					
<b>BRISTOL HOSE &amp; FITTING</b>					
<b>VEHICLE MAINT. BALANCE SHEET</b>					
SEAL-LOC SWIVEL/SWIVEL	44.96	INVENTORY	29-14220-	3421310	29200031
<b>BUILDING MAINT. BALANCE SHEET</b>					
KITS	183.64	INVENTORY	28-14220-	3421308	28200023
<b>Vendor Total: \$228.60</b>					
<b>CDW LLC</b>					
<b>GEN NONDEPT - EXPENSE GEN GOV</b>					
RSA SECURID TWO FACTOR VPN AUTH	858.24	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	WKH4492	10200381
<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>					
RSA SECURID TWO FACTOR VPN AUTH	107.28	IT EQUIPMENT & SUPPLIES	07800400-43333-	WKH4492	10200381
<b>WATER OPER - EXPENSE W&amp;S BUSI</b>					
RSA SECURID TWO FACTOR VPN AUTH	107.28	IT EQUIPMENT & SUPPLIES	07700400-43333-	WKH4492	10200381
<b>Vendor Total: \$1,072.80</b>					
<b>CHICAGO METROPOLITAN FIRE PREVENTION COMPANY</b>					
<b>BUILDING MAINT. BALANCE SHEET</b>					
BRAEWOOD LIFT STATION REPAIR	214.00	OUTSOURCED INVENTORY	28-14240-	IN00323189	28200089
<b>Vendor Total: \$214.00</b>					
<b>CHICAGO PARTS &amp; SOUND LLC</b>					
<b>VEHICLE MAINT. BALANCE SHEET</b>					
BATTERY	207.92	INVENTORY	29-14220-	35-0003428	29200126
<b>VEHICLE MAINT. BALANCE SHEET</b>					
BATTERY	270.14	INVENTORY	29-14220-	1-0126841	29200126
<b>VEHICLE MAINT. BALANCE SHEET</b>					
LIGHT LENS	855.00	INVENTORY	29-14220-	2-0000507	29200126

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>VEHICLE MAINT. BALANCE SHEET</b>					
BATTERIES	1,020.12	INVENTORY	29-14220-	1-0125385	29200126
<b>Vendor Total: \$2,353.18</b>					
<b>CHRISTOPHER B BURKE ENG LTD</b>					
<b>CDD - EXPENSE GEN GOV</b>					
10 S RANDALL ENGINEERING REVIEW	184.00	PROFESSIONAL SERVICES	01300100-42234-	155432	10200403
<b>STREET IMPROV- EXPENSE PUBWRKS</b>					
GRAND RESERVE CREEK DRAINAGE	423.50	ENGINEERING/DESIGN SERVICES	04900300-42232-S2003	155443	40200313
<b>STREET IMPROV- EXPENSE PUBWRKS</b>					
TERRACE HILL STREET IMPROVEMENTS	3,898.75	ENGINEERING/DESIGN SERVICES	04900300-42232-S1633	155444	40200312
<b>STREET IMPROV- EXPENSE PUBWRKS</b>					
DOWNTOWN STREETScape HARRISON	3,936.86	ENGINEERING/DESIGN SERVICES	04900300-42232-S2022	155440	40200318
<b>W &amp; S IMPR. - EXPENSE W&amp;S BUSI</b>					
RATT CREEK REACH 5	4,441.25	ENGINEERING/DESIGN SERVICES	12900400-42232-	155445	40200319
<b>STREET IMPROV- EXPENSE PUBWRKS</b>					
HARNISH DRIVE SECTION 1	5,026.61	ENGINEERING/DESIGN SERVICES	04900300-42232-S1832	155434	40200314
<b>STREET IMPROV- EXPENSE PUBWRKS</b>					
DOWNTOWN STREETScape MCCD TRAIL	10,482.78	ENGINEERING/DESIGN SERVICES	04900300-42232-S2041	155438	40200316
<b>STREET IMPROV- EXPENSE PUBWRKS</b>					
LAKE BRAEWOOD DRAINAGE	24,939.10	ENGINEERING/DESIGN SERVICES	04900300-42232-S1731	155435	40200315
<b>STREET IMPROV- EXPENSE PUBWRKS</b>					
CONTRACT ENGINEER	19,206.81	ENGINEERING/DESIGN SERVICES	04900300-42232-	155436	40200068
<b>W &amp; S IMPR. - EXPENSE W&amp;S BUSI</b>					
CONTRACT ENGINEER	14,523.94	ENGINEERING/DESIGN SERVICES	12900400-42232-	155436	40200068
<b>STREET IMPROV- EXPENSE PUBWRKS</b>					
DOWNTOWN STREETScape HARRISON	62,006.44	ENGINEERING/DESIGN SERVICES	04900300-42232-S2022	155439	40200317
<b>Vendor Total: \$149,070.04</b>					
<b>CITY LIMITS SYSTEMS INC</b>					
<b>BUILDING MAINT. BALANCE SHEET</b>					
NON-ADJUSTABLE INJECTORS	143.69	INVENTORY	28-14220-	10377	28200085
<b>Vendor Total: \$143.69</b>					
<b>CLARK BAIRD SMITH LLP</b>					
<b>GS ADMIN - EXPENSE GEN GOV</b>					
LEGAL SERVICES - DECEMBER	2,295.00	LEGAL SERVICES	01100100-42230-	12114	10200398
<b>POLICE - EXPENSE PUB SAFETY</b>					
LEGAL SERVICES - DECEMBER	3,486.25	LEGAL SERVICES	01200200-42230-	12114	10200398
<b>Vendor Total: \$5,781.25</b>					
<b>COMCAST CABLE COMMUNICATION</b>					
<b>POLICE - EXPENSE PUB SAFETY</b>					
2/1/20-2/29/20 POLICE DEPARTMENT	4.22	EQUIPMENT RENTAL	01200200-42270-	8771 10 002 0011217	10200015
<b>GS ADMIN - EXPENSE GEN GOV</b>					
1/22/20-2/21/20 HVH	108.35	TELEPHONE	01100100-42210-	8771 10 002 0416275	10200013

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
1/14/20-2/13/20	108.35	<b>SWIMMING POOL -EXPENSE GEN GOV</b> TELEPHONE	05900100-42210-	8771 10 002 0452635	10200014
1/12/20-2/11/20 WTP #3	148.35	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> TELEPHONE	07700400-42210-	8771 10 002 0443121	10200019
<b>Vendor Total: \$369.27</b>					
<b>COMMONWEALTH EDISON</b>					
12/11/19-1/14/20 HUNTINGTON BOOSTER	417.05	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> ELECTRIC	07700400-42212-	0101073045	70200019
12/12/19-1/21/20 901 SANDBLOOM RD	651.29	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> ELECTRIC	07700400-42212-	0112085088	70200279
12/11/19-1/14/20 WILBRANDT, REAR TOWER	30.05	<b>POLICE - EXPENSE PUB SAFETY</b> ELECTRIC	01200200-42212-	0249109037	10200001
12/11/19-1/14/20 5625 EDGEWOOD DR	24.37	<b>GENERAL SERVICES PW - EXPENSE</b> ELECTRIC	01500300-42212-	0254089033	50200010
12/11/19-1/14/20 HANSON TOWER	264.37	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> ELECTRIC	07700400-42212-	1697161042	70200021
12/11/19-1/14/20 SPRINGHILL/COUNTY LIN	71.20	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> ELECTRIC	07700400-42212-	2079003028	70200022
12/11/19-1/14/20 JACOBS TOWER	126.09	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> ELECTRIC	07700400-42212-	2355094078	70200023
12/11/19-1/14/20 LOWE DRIVE LS	61.19	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> ELECTRIC	07800400-42212-	3027111096	70200027
12/11/19-1/14/20 CHARGING STATIONS	291.33	<b>GENERAL SERVICES PW - EXPENSE</b> ELECTRIC	01500300-42212-	3139139140	50200011
12/11/19-1/14/20 N RIVER ROAD LS	123.46	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> ELECTRIC	07800400-42212-	3153024057	70200028
12/11/19-1/14/20 STREET LIGHTS	1,530.32	<b>GENERAL SERVICES PW - EXPENSE</b> ELECTRIC	01500300-42212-	4473011035	50200014
12/11/19-1/14/20 BRITTANY HILL LS	50.63	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> ELECTRIC	07800400-42212-	4483077090	70200029
12/11/19-1/14/20 COPPER OAKS TOWER	228.91	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> ELECTRIC	07700400-42212-	4777074007	70200291
12/11/19-1/14/20 N HARRISON LS	229.85	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> ELECTRIC	07800400-42212-	5239103091	70200030
12/11/19-1/14/20 RIVERFRONT LS	190.61	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> ELECTRIC	07800400-42212-	5743051108	70200031
12/11/19-1/14/20 HILLSIDE BOOSTER	236.91	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> ELECTRIC	07700400-42212-	5743093053	70200292
<b>Vendor Total: \$4,527.63</b>					
<b>COMMUNICATION REVOLVING FUND</b>					
LINE RESERVE DECEMBER	4.50	<b>POLICE - EXPENSE PUB SAFETY</b> EQUIPMENT RENTAL	01200200-42270-	T2016818	20200006
<b>Vendor Total: \$4.50</b>					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>COMPLETE CLEANING CO INC</b>					
CLEANING SERVICES PW NOT DONE 1/1/20	-134.77	<b>BUILDING MAINT. BALANCE SHEET</b> OUTSOURCED INVENTORY	28-14240-	CM0691	28200022
CLEANING SERVICES - HVH	490.00	<b>BUILDING MAINT. BALANCE SHEET</b> OUTSOURCED INVENTORY	28-14240-	C12805	28200022
CLEANING SERVICES - WWTP	652.00	<b>BUILDING MAINT. BALANCE SHEET</b> OUTSOURCED INVENTORY	28-14240-	C12802	28200022
CLEANING SERVICES - PW	1,168.00	<b>BUILDING MAINT. BALANCE SHEET</b> OUTSOURCED INVENTORY	28-14240-	C12803	28200022
CLEANING SERVICES - GMC	2,247.00	<b>BUILDING MAINT. BALANCE SHEET</b> OUTSOURCED INVENTORY	28-14240-	C12804	28200022
<b>Vendor Total: \$4,422.23</b>					
<b>CONSTELLATION NEWENERGY INC</b>					
12/16/19-1/17/20 ROUTES 31 & 62	142.46	<b>GENERAL SERVICES PW - EXPENSE</b> ELECTRIC	01500300-42212-	3886048007	50200013
12/10/19-1/13/20 WOODS CREEK LS	972.12	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> ELECTRIC	07800400-42212-	0107108145	70200038
<b>Vendor Total: \$1,114.58</b>					
<b>COPENHAVER CONSTRUCTION INC</b>					
SLEEPY HOLLOW ROAD CONSTRUCTION	168,885.46	<b>STREET IMPROV- EXPENSE PUBWRKS</b> CAPITAL IMPROVEMENTS	04900300-45593-S1984	#7	40200333
<b>Vendor Total: \$168,885.46</b>					
<b>CORE &amp; MAIN LP</b>					
B-BOX PARTS	309.12	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> MAINT - DISTRIBUTION SYSTEM	07700400-44415-	L609048	70200317
MATERIALS - SEAL TAPE	1,256.07	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> MATERIALS	07800400-43309-	L776621	70200309
METER CHANGEOUT PROGRAM	43,462.00	<b>W &amp; S IMPR. - EXPENSE W&amp;S BUSI</b> METERS & METER SUPPLIES	12900400-43348-	L772253	40200230
<b>Vendor Total: \$45,027.19</b>					
<b>DIRECT ENERGY MARKETING INC</b>					
12/12/19-1/15/20 ALGONQUIN SHORES LS	1,078.32	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> ELECTRIC	07800400-42212-	200210040932233	70200040
12/11/19-1/14/20 BRAEWOOD LS	1,520.06	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> ELECTRIC	07800400-42212-	200170040910327	70200042
12/11/19-1/14/20 CARY BOOSTER	970.74	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> ELECTRIC	07700400-42212-	200170040910328	70200185
12/11/19-1/14/20 COUNTRYSIDE BOOSTER	247.00	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> ELECTRIC	07700400-42212-	200170040910395	70200293
12/10/19-1/13/20 GRAND RESERVE LS	1,058.65	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> ELECTRIC	07800400-42212-	200160040897082	70200043
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			



Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
12/11/19-1/13/20 WWTP	23,574.21	ELECTRIC	07800400-42212-	200170040910324	70200041
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
12/11/19-1/13/20 WTP 1	10,023.07	ELECTRIC	07700400-42212-	200240040978741	70200046
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
12/11/19-1/13/20 WTP 2	1,796.41	ELECTRIC	07700400-42212-	200170040910326	70200044
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
12/5/19-1/8/20 WTP 3	3,305.28	ELECTRIC	07700400-42212-	200150040885670	70200052
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
12/11/19-1/13/20 WELL 7 & 11	3,292.97	ELECTRIC	07700400-42212-	200170040910325	70200049
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
12/11/19-1/14/20 WELL 9	2,154.49	ELECTRIC	07700400-42212-	200170040910393	70200051
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
12/5/19-1/8/20 WELL 15	1,493.86	ELECTRIC	07700400-42212-	200140040868380	70200050
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
12/11/19-1/14/20 ZANGE BOOSTER	540.40	ELECTRIC	07700400-42212-	200170040910394	70200048
<b>Vendor Total: \$51,055.46</b>					
<b>E GOV STRATEGIES LLC</b>					
		<b>GS ADMIN - EXPENSE GEN GOV</b>			
EMAIL FEE 9/2019-12/2019	205.74	VILLAGE COMMUNICATIONS	01100100-42245-	8-3026	10200402
		<b>GS ADMIN - EXPENSE GEN GOV</b>			
EMAIL FEE 4/2019-8/2019	333.96	VILLAGE COMMUNICATIONS	01100100-42245-	8-2863	10200401
<b>Vendor Total: \$539.70</b>					
<b>EBY GRAPHICS INC</b>					
		<b>POLICE - EXPENSE PUB SAFETY</b>			
CHILD SAFETY SEAT GRAPHICS	325.00	VEHICLES & EQUIP (NON-CAPITAL)	01200200-43335-	6061	20200130
<b>Vendor Total: \$325.00</b>					
<b>EDS RENTAL &amp; SALES INC</b>					
		<b>BLDG MAINT- REVENUE &amp; EXPENSES</b>			
SEWER ROD	72.80	EQUIPMENT RENTAL	28900000-42270-	282716-3	28200080
		<b>BUILDING MAINT. BALANCE SHEET</b>			
PROPANE	18.56	INVENTORY	28-14220-	283019-3	28200073
		<b>BUILDING MAINT. BALANCE SHEET</b>			
PROPANE	55.68	INVENTORY	28-14220-	282692-3	28200073
<b>Vendor Total: \$147.04</b>					
<b>ENGINEERSUPPLY LLC</b>					
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
MAGNETIC LOCATOR AND CASE	819.00	MAINT - COLLECTION SYSTEM	07800400-44416-	11208640	70200310
<b>Vendor Total: \$819.00</b>					
<b>ENTERPRISE FM TRUST</b>					
		<b>BLDG MAINT- REVENUE &amp; EXPENSES</b>			
PRINCIPAL	1,121.78	LEASES - NON CAPITAL	28900000-42272-	FBN3864380	
		<b>CDD - EXPENSE GEN GOV</b>			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
PRINCIPAL	1,476.23	LEASES - NON CAPITAL	01300100-42272-	FBN3864380	
		<b>GENERAL SERVICES PW - EXPENSE</b>			
PRINCIPAL	736.92	LEASES - NON CAPITAL	01500300-42272-	FBN3864380	
		<b>GS ADMIN - EXPENSE GEN GOV</b>			
PRINCIPAL	580.89	LEASES - NON CAPITAL	01100100-42272-	FBN3864380	
		<b>POLICE - EXPENSE PUB SAFETY</b>			
PRINCIPAL	564.07	LEASES - NON CAPITAL	01200200-42272-	FBN3864380	
		<b>PWA - EXPENSE PUB WORKS</b>			
PRINCIPAL	212.43	LEASES - NON CAPITAL	01400300-42272-	FBN3864380	
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
PRINCIPAL	877.56	LEASES - NON CAPITAL	07800400-42272-	FBN3864380	
		<b>VEHCL MAINT-REVENUE &amp; EXPENSES</b>			
PRINCIPAL	184.23	LEASES - NON CAPITAL	29900000-42272-	FBN3864380	
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
PRINCIPAL	1,578.67	LEASES - NON CAPITAL	07700400-42272-	FBN3864380	
		<b>BLDG MAINT- REVENUE &amp; EXPENSES</b>			
INTEREST	176.01	INTEREST EXPENSE	28900000-47790-	FBN3864380	
		<b>CDD - INTEREST EXPENSE</b>			
INTEREST	376.33	INTEREST EXPENSE	01300600-47790-	FBN3864380	
		<b>GENERAL SERVICES PW - INTEREST</b>			
INTEREST	187.84	INTEREST EXPENSE	01500600-47790-	FBN3864380	
		<b>INTEREST EXPENSE - GEN GOV</b>			
INTEREST	155.81	INTEREST EXPENSE	01100600-47790-	FBN3864380	
		<b>POLICE - INTEREST EXPENSE</b>			
INTEREST	170.88	INTEREST EXPENSE	01200600-47790-	FBN3864380	
		<b>PUBLIC WORKS ADMIN - INT EXP</b>			
INTEREST	61.89	INTEREST EXPENSE	01400600-47790-	FBN3864380	
		<b>SEWER OPER - INTEREST EXPENSE</b>			
INTEREST	178.75	INTEREST EXPENSE	07800600-47790-	FBN3864380	
		<b>VEHCL MAINT-REVENUE &amp; EXPENSES</b>			
INTEREST	46.96	INTEREST EXPENSE	29900000-47790-	FBN3864380	
		<b>WATER OPER - INTEREST EXPENSE</b>			
INTEREST	240.58	INTEREST EXPENSE	07700600-47790-	FBN3864380	
		<b>BLDG MAINT- REVENUE &amp; EXPENSES</b>			
INITIAL OTHER CHARGES	5,475.00	PROFESSIONAL SERVICES	28900000-42234-	FBN3864380	
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
INITIAL OTHER CHARGES	5,475.00	PROFESSIONAL SERVICES	07800400-42234-	FBN3864380	
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
INITIAL OTHER CHARGES	5,475.00	PROFESSIONAL SERVICES	07700400-42234-	FBN3864380	
Vendor Total: \$25,352.83					
<b>FERGUSON ENTERPRISES INC</b>					
		<b>BUILDING MAINT. BALANCE SHEET</b>			
BRS NIP GBL	20.56	INVENTORY	28-14220-	5398565	28200032

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
PVC PIPE	25.91	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> MAINT - TREATMENT FACILITY	07800400-44412-	5374212	70200305
<b>Vendor Total: \$46.47</b>					
<b>FISHER AUTO PARTS INC</b>					
RETURNED OIL FILTER	-2.43	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	325-514453	29200024
RETURNED FUEL FILTER	-14.73	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	325-515175	29200024
BATTERY CORE REFUND	-18.00	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	325-515561	29200024
RETURNED STARTER MOTOR	-25.00	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	325-516039	29200024
RETURNED BRAKE ROTOR/BATTERY REFUND	-341.71	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	325-514259	29200024
TIRE PRESSURE SENSOR	40.13	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	325-516144	29200024
OIL/GREASE	66.72	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	325-516219	29200024
WINTER WIPER BLADES	68.08	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	325-516223	29200024
WHEEL BEARING & HUB ASSEMBLY	120.24	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	325-516141	29200024
OIL FILTER	2.43	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	325-510520	29200024
FOG LAMP	8.25	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	325-516098	29200024
LIGHT BULB	10.31	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	325-515473	29200024
THROTTLE PLATE & CARB CLEANER	12.88	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	325-515838	29200024
TRAILER CONNECTOR KITS	13.91	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	325-515097	29200024
AIR FILTER	16.63	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	325-515934	29200024
SERPENTINE BELT	16.74	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	325-515158	29200024
OIL FILTER	22.88	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	325-516028	29200024
OIL DRY ABSORBENT	58.08	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	325-515322	29200024
DISC BRAKE PADS	65.45	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	325-515732	29200024
		<b>VEHICLE MAINT. BALANCE SHEET</b>			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
DISC BRAKE PADS	77.15	INVENTORY	29-14220-	325-515921	29200024
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
OIL FILTERS/AIR FILTERS	145.38	INVENTORY	29-14220-	325-515027	29200024
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
STARTER MOTORS	212.21	INVENTORY	29-14220-	325-515922	29200024
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
DISC BRAKE PADS/BRAKE ROTOR	225.37	INVENTORY	29-14220-	325-514158	29200024
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
BATTERIES	777.93	INVENTORY	29-14220-	325-514167	29200024
<b>Vendor Total: \$1,558.90</b>					
<b>FRIENDS OF THE FOX RIVER</b>					
2020 JELKE CREEK WATERSHED COALITION	100.00	<b>GENERAL SERVICES PW - EXPENSE</b> TRAVEL/TRAINING/DUES	01500300-47740-	2020 MEMBERSHIP	40200310
<b>Vendor Total: \$100.00</b>					
<b>GALLS INC</b>					
RETURNED KEVLAR GLOVES	-39.99	<b>POLICE - EXPENSE PUB SAFETY</b> UNIFORMS & SAFETY ITEMS	01200200-47760-	000819866	20200003
UNIFORM PURCHASE - WATSON	88.04	<b>POLICE - EXPENSE PUB SAFETY</b> UNIFORMS & SAFETY ITEMS	01200200-47760-	014770819	20200003
UNIFORM PURCHASE - WATSON	183.72	<b>POLICE - EXPENSE PUB SAFETY</b> UNIFORMS & SAFETY ITEMS	01200200-47760-	014770822	20200003
UNIFORM PURCHASE - PD STOCK	270.58	<b>POLICE - EXPENSE PUB SAFETY</b> UNIFORMS & SAFETY ITEMS	01200200-47760-	014770904	20200003
<b>Vendor Total: \$502.35</b>					
<b>GENERAL PARTS DISTRIBUTION LLC</b>					
BRAKE CLEANER	396.72	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	2045-692187	29200133
STROBE LIGHT	89.24	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	2045-692640	29200040
STROBE LIGHTS	267.72	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	2045-692641	29200040
<b>Vendor Total: \$753.68</b>					
<b>GLOBAL EMERGENCY PRODUCTS</b>					
GEAR NUT FOR HUB CAP	52.03	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	AG74412	29200135
<b>Vendor Total: \$52.03</b>					
<b>GOVTEMPSUSA LLC</b>					
BLANCHARD 12/30/19-01/12/20	3,207.40	<b>CDD - EXPENSE GEN GOV</b> PROFESSIONAL SERVICES	01300100-42234-	2952341	30200080
<b>Vendor Total: \$3,207.40</b>					
<b>GRAINGER</b>					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
DISINFECTANT CLEANER	34.36	CHEMICALS	07800400-43342-	9414924630	70200316
		<b>BLDG MAINT- REVENUE &amp; EXPENSES</b>			
FIRST AID SUPPLIES	15.54	SMALL TOOLS & SUPPLIES	28900000-43320-	9412345531	40200324
		<b>GENERAL SERVICES PW - EXPENSE</b>			
FIRST AID SUPPLIES	15.52	SMALL TOOLS & SUPPLIES	01500300-43320-	9412345531	40200324
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
FIRST AID SUPPLIES	15.52	SMALL TOOLS & SUPPLIES	07800400-43320-	9412345531	40200324
		<b>VEHCL MAINT-REVENUE &amp; EXPENSES</b>			
FIRST AID SUPPLIES	15.52	SMALL TOOLS & SUPPLIES	29900000-43320-	9412345531	40200324
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
FIRST AID SUPPLIES	15.52	SMALL TOOLS & SUPPLIES	07700400-43320-	9412345531	40200324
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
FIRST AID KIT	387.72	INVENTORY	29-14220-	9405450694	29200117
		<b>BUILDING MAINT. BALANCE SHEET</b>			
12 VOLT BATTERIES	10.12	INVENTORY	28-14220-	9411007900	28200021
		<b>BUILDING MAINT. BALANCE SHEET</b>			
BATTERY	14.35	INVENTORY	28-14220-	9401515805	28200021
		<b>BUILDING MAINT. BALANCE SHEET</b>			
V-BELT	15.75	INVENTORY	28-14220-	9415054981	28200021
		<b>BUILDING MAINT. BALANCE SHEET</b>			
HAND WARMERS	27.13	INVENTORY	28-14220-	9417780542	28200021
		<b>BUILDING MAINT. BALANCE SHEET</b>			
SHOWER CURTAINS	41.17	INVENTORY	28-14220-	9412112386	28200021
		<b>BUILDING MAINT. BALANCE SHEET</b>			
FLOOR DRAIN GRATE	49.66	INVENTORY	28-14220-	9410697776	28200021
		<b>BUILDING MAINT. BALANCE SHEET</b>			
HORN STROBE	65.81	INVENTORY	28-14220-	9410697768	28200021
		<b>BUILDING MAINT. BALANCE SHEET</b>			
LAMP RECYCLING KIT	230.08	INVENTORY	28-14220-	9415349209	28200021
		<b>BUILDING MAINT. BALANCE SHEET</b>			
BALLAST RECYCLING KIT	525.76	INVENTORY	28-14220-	9414924622	28200021
Vendor Total: \$1,479.53					
<b>H &amp; H ELECTRIC CO</b>					
		<b>MFT - EXPENSE PUBLIC WORKS</b>			
19-00000-00-GM STREET LIGHT MFT	455.48	MAINT - STREET LIGHTS	03900300-44429-	34237	40200044
		<b>MFT - EXPENSE PUBLIC WORKS</b>			
19-00000-00-GM STREET LIGHT MFT	1,306.32	MAINT - STREET LIGHTS	03900300-44429-	34264	40200044
		<b>MFT - EXPENSE PUBLIC WORKS</b>			
19-00000-00-GM STREET LIGHT MFT	4,077.40	MAINT - STREET LIGHTS	03900300-44429-	34260	40200044
Vendor Total: \$5,839.20					
<b>HD SUPPLY FACILITIES MAINTENANCE LTD</b>					
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
RETURNED CONNECTOR TUBES	-527.60	MAINT - TREATMENT FACILITY	07700400-44412-	100397	
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
WTP #7 - TUBES/CONNECTOR	119.38	MAINT - TREATMENT FACILITY	07700400-44412-	096927	70200298
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
HIP BOOTS	356.56	UNIFORMS & SAFETY ITEMS	07700400-47760-	103657	70200302
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
POLY-LIFT LINE/PUMP HOSE KIT	369.84	SMALL TOOLS & SUPPLIES	07700400-43320-	103605	70200301
<b>Vendor Total: \$318.18</b>					
<b>IL PLUMBING INSPECTORS ASSN</b>					
		<b>CDD - EXPENSE GEN GOV</b>			
2020 ANNUAL DUES - FELLOWS	70.00	TRAVEL/TRAINING/DUES	01300100-47740-	2020 DUES	30200078
		<b>CDD - EXPENSE GEN GOV</b>			
5/8/2020 TRAINING - FELLOWS	125.00	TRAVEL/TRAINING/DUES	01300100-47740-	5/8/2020 TRAINING	30200079
<b>Vendor Total: \$195.00</b>					
<b>INDEPENDENT MECHANICAL INDUSTRIES INC</b>					
		<b>W &amp; S IMPR. - EXPENSE W&amp;S BUSI</b>			
WTP 2&3 HSP MOTOR REPLACEMENT	251,936.62	WATER TREATMENT PLANT	12900400-45520-W1723	56862	40200322
<b>Vendor Total: \$251,936.62</b>					
<b>JAMES LANGANIS</b>					
		<b>POLICE - EXPENSE PUB SAFETY</b>			
UNIFORM REIMBURSEMENT - SD CARD	9.99	UNIFORMS & SAFETY ITEMS	01200200-47760-	1/11/20 PURCHASE	20200129
<b>Vendor Total: \$9.99</b>					
<b>JC LIGHT LLC</b>					
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
SEWER DIVISION - PAINT	208.00	MAINT - LIFT STATION	07800400-44414-	50063551	70200306
<b>Vendor Total: \$208.00</b>					
<b>JOHNSON CONTROLS FIRE PROTECTION LP</b>					
		<b>BUILDING MAINT. BALANCE SHEET</b>			
BRAEWOOD LIFT STATION REPAIR	767.40	OUTSOURCED INVENTORY	28-14240-	86481256	28200088
<b>Vendor Total: \$767.40</b>					
<b>JULIE INC</b>					
		<b>GENERAL SERVICES PW - EXPENSE</b>			
2020 ANNUAL FEES	3,088.13	PROFESSIONAL SERVICES	01500300-42234-	2020-0033	40200323
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
2020 ANNUAL FEES	3,088.14	PROFESSIONAL SERVICES	07800400-42234-	2020-0033	40200323
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
2020 ANNUAL FEES	3,088.13	PROFESSIONAL SERVICES	07700400-42234-	2020-0033	40200323
<b>Vendor Total: \$9,264.40</b>					
<b>KANE COUNTY CHIEFS OF POLICE</b>					
		<b>POLICE - EXPENSE PUB SAFETY</b>			
2020 MEMBERSHIP DUES - MARKHAM	50.00	TRAVEL/TRAINING/DUES	01200200-47740-	2020 DUES - MARKHAM	20200132



Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
2020 MEMBERSHIP DUES - SUTRICK J	50.00	<b>POLICE - EXPENSE PUB SAFETY</b> TRAVEL/TRAINING/DUES	01200200-47740-	2020 DUES - SUTRICK	20200132
2020 MEMBERSHIP DUES - BUCCI J	250.00	<b>POLICE - EXPENSE PUB SAFETY</b> TRAVEL/TRAINING/DUES	01200200-47740-	2020 DUES-BUCCI	20200132
<b>Vendor Total: \$350.00</b>					
<b>KANE COUNTY SAFETY COALITION</b>					
CHILD SAFETY SEAT TRNG-GOUGH/BUCHELE	100.00	<b>POLICE - EXPENSE PUB SAFETY</b> TRAVEL/TRAINING/DUES	01200200-47740-	CHILD SEAT TRAINING	20200136
<b>Vendor Total: \$100.00</b>					
<b>KATIE GOCK</b>					
IPRA CONFERENCE 2020	115.97	<b>RECREATION - EXPENSE GEN GOV</b> TRAVEL/TRAINING/DUES	01101100-47740-	2020 IPRA CONF	10200415
<b>Vendor Total: \$115.97</b>					
<b>KONEMATIC INC</b>					
GARAGE DOORS - PUBLIC WORKS	945.42	<b>BUILDING MAINT. BALANCE SHEET</b> OUTSOURCED INVENTORY	28-14240-	879087	28200006
<b>Vendor Total: \$945.42</b>					
<b>KWIK KOPY PRINTING</b>					
CDD BLDG DEPARTMENT YELLOW APP	220.00	<b>CDD - EXPENSE GEN GOV</b> PRINTING & ADVERTISING	01300100-42243-	132975	30200081
<b>Vendor Total: \$220.00</b>					
<b>LANGTON SNOW SOLUTIONS INC</b>					
SNOW REMOVAL 1/17/20-1/18/20	9,554.81	<b>CUL DE SAC - EXPENSE PUB WORKS</b> SNOW REMOVAL	16230300-42264-	42525	40200328
SNOW REMOVAL 1/11/20-1/12/20	9,554.81	<b>CUL DE SAC - EXPENSE PUB WORKS</b> SNOW REMOVAL	16230300-42264-	42406	40200320
<b>Vendor Total: \$19,109.62</b>					
<b>LAW ENFORCEMENT RECORDS MGRS OF ILLINOIS</b>					
2020 MEMBERSHIP DUES - SUTRICK J	25.00	<b>POLICE - EXPENSE PUB SAFETY</b> TRAVEL/TRAINING/DUES	01200200-47740-	2020 DUES - SUTRICK	20200131
2020 MEMBERSHIP DUES - FILIPPINI	15.00	<b>POLICE - EXPENSE PUB SAFETY</b> TRAVEL/TRAINING/DUES	01200200-47740-	2020 DUES-FILIPPINI	20200131
2020 MEMBERSHIP DUES - BATHAUER	15.00	<b>POLICE - EXPENSE PUB SAFETY</b> TRAVEL/TRAINING/DUES	01200200-47740-	2020 DUES - BATHAUER	20200131
2020 MEMBERSHIP DUES - SCHUMAN	15.00	<b>POLICE - EXPENSE PUB SAFETY</b> TRAVEL/TRAINING/DUES	01200200-47740-	2020 DUES - SCHUMAN	20200131
<b>Vendor Total: \$70.00</b>					
<b>LAWSON PRODUCTS INC</b>					
CABLE TIES/WIRE/HOSE CLAMPS/FITTINGS	467.10	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	9307257409	29200044
		<b>VEHICLE MAINT. BALANCE SHEET</b>			

Vendor					
Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
WHEEL WEIGHTS	316.70	INVENTORY	29-14220-	9307329257	29200044
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
AUTOFUSE/WASHERS/SCREWS/HOOKS	393.53	INVENTORY	29-14220-	9307329256	29200044
<b>Vendor Total: \$1,177.33</b>					
<b>LEACH ENTERPRISES INC</b>					
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
CAP	19.45	INVENTORY	29-14220-	955178	29200011
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
CAP	19.45	INVENTORY	29-14220-	955179	29200011
<b>Vendor Total: \$38.90</b>					
<b>LOQUERCIO AUTOMOTIVE GROUP LLC</b>					
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
GASKETS	24.36	INVENTORY	29-14220-	4013920	29200076
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
HOSE VENT	61.58	INVENTORY	29-14220-	4013928	29200076
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
OIL CONNECTORS/TUBE ASSEMBLY	81.52	INVENTORY	29-14220-	4013908	29200076
<b>Vendor Total: \$167.46</b>					
<b>MAKOAS VENDING SERVICE INC</b>					
		<b>GENERAL SERVICES PW - EXPENSE</b>			
WORKOUT ROOM WATER	50.00	SMALL TOOLS & SUPPLIES	01500300-43320-	135	50200143
<b>Vendor Total: \$50.00</b>					
<b>MANSFIELD OIL COMPANY</b>					
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
FUEL	1,223.10	FUEL INVENTORY	29-14200-	21618121	29200015
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
FUEL	2,217.14	FUEL INVENTORY	29-14200-	21622620	29200015
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
FUEL	3,335.74	FUEL INVENTORY	29-14200-	21635717	29200015
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
FUEL	3,663.19	FUEL INVENTORY	29-14200-	21635716	29200015
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
FUEL	3,900.53	FUEL INVENTORY	29-14200-	21622619	29200015
<b>Vendor Total: \$14,339.70</b>					
<b>MARTAM CONSTRUCTION INC</b>					
		<b>W &amp; S IMPR. - EXPENSE W&amp;S BUSI</b>			
DOWNTOWN STREETSCAPE STAGE 2	130,094.14	WASTEWATER COLLECTION	12900400-45526-W1755	13203	40200330
DOWNTOWN STREETSCAPE STAGE 2	130,094.15	WATER MAIN	12900400-45565-W1754	13203	40200330
<b>Vendor Total: \$260,188.29</b>					
<b>MARTELLE WATER TREATMENT</b>					
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
CITRIC ACID	2,805.00	CHEMICALS	07700400-43342-	19388	70200017
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
SODIUM HYPOCHLORITE	4,262.00	CHEMICALS	07700400-43342-	19361	70200017
<b>Vendor Total: \$7,067.00</b>					
<b>MARTIN IMPLEMENT SALES INC</b>					
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
FREIGHT REFUND	-11.34	INVENTORY	29-14220-	A74095	29200032
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
RETURNED BELT	-51.30	INVENTORY	29-14220-	A74132	29200032
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
COUPLER	53.03	INVENTORY	29-14220-	A74110	29200032
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
BELTS/TUBE	213.24	INVENTORY	29-14220-	A74094	29200032
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
ALTERNATOR	286.00	INVENTORY	29-14220-	A74101	29200032
<b>Vendor Total: \$489.63</b>					
<b>MCHENRY COUNTY COUNCIL OF GOV</b>					
		<b>GS ADMIN - EXPENSE GEN GOV</b>			
NIPC - RUTH SCHLOSSBERG'S SERVICES	360.75	LEGAL SERVICES	01100100-42230-	141013	10200406
<b>Vendor Total: \$360.75</b>					
<b>MENARDS CARPENTERSVILLE</b>					
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
CONDUIT/FENCE PANEL	61.19	SMALL TOOLS & SUPPLIES	07700400-43320-	51032	70200315
<b>Vendor Total: \$61.19</b>					
<b>METRO STRATEGIES INC</b>					
		<b>W &amp; S IMPR. - EXPENSE W&amp;S BUSI</b>			
DOWNTOWN STREETSCAPE STAGE 2	1,433.62	ENGINEERING/DESIGN SERVICES	12900400-42232-W1753	ALS2-3	40200321
		<b>STREET IMPROV- EXPENSE PUBWRKS</b>			
PR FIRM - DECEMBER 2019	1,500.00	ENGINEERING/DESIGN SERVICES	04900300-42232-	ALPW-06	40200138
		<b>W &amp; S IMPR. - EXPENSE W&amp;S BUSI</b>			
PR FIRM - DECEMBER 2019	1,500.00	ENGINEERING/DESIGN SERVICES	12900400-42232-	ALPW-06	40200138
<b>Vendor Total: \$4,433.62</b>					
<b>MURRAY AND TRETTEL INC</b>					
		<b>GENERAL SERVICES PW - EXPENSE</b>			
WEATHER SERVICE - 2020	1,625.00	PROFESSIONAL SERVICES	01500300-42234-	0120-79	50200144
<b>Vendor Total: \$1,625.00</b>					
<b>NAPA AUTO SUPPLY ALGONQUIN</b>					
		<b>VEHCL MAINT-REVENUE &amp; EXPENSES</b>			
VALVE SPRING TOOL	24.55	SMALL TOOLS & SUPPLIES	29900000-43320-	063552	29200125
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
RETURNED FUEL FILTER/BAR LINK	-80.98	INVENTORY	29-14220-	063042	29200016

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>VEHICLE MAINT. BALANCE SHEET</b>					
RETURNED ALTERNATOR/BATTERY CABLE	-346.71	INVENTORY	29-14220-	059364	29200016
<b>VEHICLE MAINT. BALANCE SHEET</b>					
HYDRAULIC FILTER	10.74	INVENTORY	29-14220-	060984	29200016
<b>VEHICLE MAINT. BALANCE SHEET</b>					
OZIUM GEL	19.28	INVENTORY	29-14220-	063234	29200016
<b>VEHICLE MAINT. BALANCE SHEET</b>					
PLUG/CONNECTORS	36.67	INVENTORY	29-14220-	063748	29200016
<b>VEHICLE MAINT. BALANCE SHEET</b>					
SWAY BAR LINK	38.58	INVENTORY	29-14220-	059466	29200016
<b>VEHICLE MAINT. BALANCE SHEET</b>					
FUEL FILTER	42.40	INVENTORY	29-14220-	061186	29200016
<b>VEHICLE MAINT. BALANCE SHEET</b>					
FLOOD LAMP	120.92	INVENTORY	29-14220-	064902	29200016
<b>VEHICLE MAINT. BALANCE SHEET</b>					
BATTERY	154.68	INVENTORY	29-14220-	061236	29200016
<b>Vendor Total: \$20.13</b>					
<b>NATIONAL SEED COMPANY</b>					
<b>BUILDING MAINT. BALANCE SHEET</b>					
SALT CALCIUM CHLORIDE PELADOW	712.25	INVENTORY	28-14220-	592841SI	28200087
<b>Vendor Total: \$712.25</b>					
<b>NICOR GAS</b>					
<b>SWIMMING POOL -EXPENSE GEN GOV</b>					
12/4/19-1/3/20 BATH HOUSE	37.47	NATURAL GAS	05900100-42211-	87-21-74-1000 7	10200004
<b>Vendor Total: \$37.47</b>					
<b>NILCO</b>					
<b>GENERAL SERVICES PW - EXPENSE</b>					
SNOW REMOVAL 01/23/2020	5,530.00	PROFESSIONAL SERVICES	01500300-42234-	15156	40200332
<b>GENERAL SERVICES PW - EXPENSE</b>					
DOWNTOWN SNOW REMOVAL 1/11/2020	11,060.00	PROFESSIONAL SERVICES	01500300-42234-	15072	50200145
<b>GENERAL SERVICES PW - EXPENSE</b>					
SNOW REMOVAL 1/17/2020 - 1/18/2020	11,060.00	PROFESSIONAL SERVICES	01500300-42234-	15138	40200331
<b>Vendor Total: \$27,650.00</b>					
<b>NORTHWEST TRUCKS INC</b>					
<b>VEHICLE MAINT. BALANCE SHEET</b>					
HOSE	17.37	INVENTORY	29-14220-	01P578397	29200036
<b>Vendor Total: \$17.37</b>					
<b>NORTILLO CONSULTING GROUP INC</b>					
<b>CDD - EXPENSE GEN GOV</b>					
1/7/2020-1/22/2020 NORTILLO CONSULTING	540.34	PROFESSIONAL SERVICES	01300100-42234-	012020 Algonquin	30200013
1/7/2020-1/22/2020 NORTILLO CONSULTING	2,099.66	PROFESSIONAL SERVICES	01300100-42234-	012020 Algonquin	30200013

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>Vendor Total: \$2,640.00</b>					
<b>OFFICE DEPOT</b>					
PAPER/POCKET FOLDERS/DATE STAMP	109.72	<b>GS ADMIN - EXPENSE GEN GOV</b> OFFICE SUPPLIES	01100100-43308-	425723499001	10200029
FILE FOLDER LABELS	11.76	<b>GS ADMIN - EXPENSE GEN GOV</b> OFFICE SUPPLIES	01100100-43308-	428927831001	10200029
FILE FOLDER TABS	12.57	<b>GS ADMIN - EXPENSE GEN GOV</b> OFFICE SUPPLIES	01100100-43308-	428927672001	10200029
LETTERS/BORDER TRIM	34.06	<b>RECREATION - EXPENSE GEN GOV</b> OFFICE SUPPLIES	01101100-43308-	422538915001	10200012
PAPER/PLANNER	389.93	<b>POLICE - EXPENSE PUB SAFETY</b> OFFICE SUPPLIES	01200200-43308-	425076209001	20200134
STAPLES	11.08	<b>POLICE - EXPENSE PUB SAFETY</b> OFFICE SUPPLIES	01200200-43308-	428905225001	20200137
INDEX CARDS/CALCULATOR/FLAGS	71.33	<b>POLICE - EXPENSE PUB SAFETY</b> OFFICE SUPPLIES	01200200-43308-	428903504001	20200137
GEL PENS	13.43	<b>CDD - EXPENSE GEN GOV</b> OFFICE SUPPLIES	01300100-43308-	426278549001	30200010
PAPER/WIPES	91.97	<b>CDD - EXPENSE GEN GOV</b> OFFICE SUPPLIES	01300100-43308-	426277422001	30200010
<b>Vendor Total: \$745.85</b>					
<b>ONE TIME PAY</b>					
N BAILEY/CANCELLED CLASS	130.00	<b>GEN FUND REVENUE - GEN GOV</b> RECREATION PROGRAMS	01000100-34410-	1504-4 GYMNASTICS	
BOLLMAN/VILLAGE CREDIT	14.00	<b>GEN FUND REVENUE - GEN GOV</b> RECREATION PROGRAMS	01000100-34410-	GYM BOOKED	
BOLLMAN/VILLAGE CREDIT	14.00	<b>GEN FUND REVENUE - GEN GOV</b> RECREATION PROGRAMS	01000100-34410-	GYM BOOKED	
CAMPOBASSO/VILLAGE CREDIT	7.00	<b>GEN FUND REVENUE - GEN GOV</b> RECREATION PROGRAMS	01000100-34410-	GYM BOOKED	
CAMPOBASSO/VILLAGE CREDIT	7.00	<b>GEN FUND REVENUE - GEN GOV</b> RECREATION PROGRAMS	01000100-34410-	GYM BOOKED	
FARRELL/VILLAGE CREDIT	12.50	<b>SWIMMING POOL REVENUE-GEN GOV</b> SWIMMING LESSONS	05000100-34520-	WEATHER ISSUE	
FARRELL/VILLAGE CREDIT	12.50	<b>SWIMMING POOL REVENUE-GEN GOV</b> SWIMMING LESSONS	05000100-34520-	6/28/19 LESSON	
C CRUZ/CHANGED MIND	102.00	<b>GEN FUND REVENUE - GEN GOV</b> RECREATION PROGRAMS	01000100-34410-	1406-2 JR B-BALL	
JUNGE/VILLAGE CREDIT	7.00	<b>GEN FUND REVENUE - GEN GOV</b> RECREATION PROGRAMS	01000100-34410-	GYM BOOKED	
JUNGE/VILLAGE CREDIT	7.00	<b>GEN FUND REVENUE - GEN GOV</b> RECREATION PROGRAMS	01000100-34410-	GYM BOOKED	
<b>GEN FUND REVENUE - GEN GOV</b>					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
MAIERITSCH/VILLAGE CREDIT	7.00	RECREATION PROGRAMS <b>GEN FUND REVENUE - GEN GOV</b>	01000100-34410-	GYM BOOKED	
MAIERITSCH/VILLAGE CREDIT	7.00	RECREATION PROGRAMS <b>GEN FUND REVENUE - GEN GOV</b>	01000100-34410-	GYM BOOKED	
RADULSKI/VILLAGE CREDIT	7.00	RECREATION PROGRAMS <b>GEN FUND REVENUE - GEN GOV</b>	01000100-34410-	GYM BOOKED	
N STAKR/CANCELLED CLASS	75.00	RECREATION PROGRAMS <b>GEN FUND REVENUE - GEN GOV</b>	01000100-34410-	1402 PARENT TOT SPOR	
G WALL/CANCELLED CLASS	75.00	RECREATION PROGRAMS <b>GEN FUND REVENUE - GEN GOV</b>	01000100-34410-	1402 PARENT TOT SPOR	
WILSON/VILLAGE CREDIT	7.00	RECREATION PROGRAMS <b>GEN FUND REVENUE - GEN GOV</b>	01000100-34410-	GYM BOOKED	
WILSON/VILLAGE CREDIT	7.00	RECREATION PROGRAMS	01000100-34410-	GYM BOOKED	
<b>Vendor Total: \$498.00</b>					
<b>PACE SYSTEMS INC</b>					
SCHEDULER LICENSE FEE 2/1/20-6/30/20	1,600.00	<b>POLICE - EXPENSE PUB SAFETY</b> SMALL TOOLS & SUPPLIES	01200200-43320-	ALG20200114	20200140
<b>Vendor Total: \$1,600.00</b>					
<b>PARAMEDIC SERVICES OF ILLINOIS</b>					
SPRINKLER REVIEW-GLENLOCH C/H	150.00	<b>CDD - EXPENSE GEN GOV</b> PROFESSIONAL SERVICES	01300100-42234-	2019-4007	30200037
ALARM REVIEW - ANIMAL CARE CLINIC	200.00	<b>CDD - EXPENSE GEN GOV</b> PROFESSIONAL SERVICES	01300100-42234-	2019-7059	30200037
SPRINKLER REVIEW-GLENLOCH C/H	250.00	<b>CDD - EXPENSE GEN GOV</b> PROFESSIONAL SERVICES	01300100-42234-	2019-7054	30200037
<b>Vendor Total: \$600.00</b>					
<b>PATTEN INDUSTRIES INC</b>					
XPO	138.72	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	P60C0233819	29200134
PGEN09 PARTS	3,060.96	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	P60C0233756	29200130
<b>Vendor Total: \$3,199.68</b>					
<b>POMPS TIRE SERVICE INC</b>					
541 TIRE REPAIR	444.90	<b>VEHICLE MAINT. BALANCE SHEET</b> OUTSOURCED INVENTORY	29-14240-	640078045	29200129
TIRES	496.80	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	640078298	29200029
SCRAP DISPOSAL FEE	73.00	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	640078070	29200029
TIRES	203.00	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	640078090	29200029
		<b>VEHICLE MAINT. BALANCE SHEET</b>			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
TIRES	1,036.40	INVENTORY	29-14220-	640078089	29200029
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
TIRES	515.20	INVENTORY	29-14220-	640078065	29200029
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
TIRES	3,175.80	INVENTORY	29-14220-	640078056	29200029
<b>Vendor Total: \$5,945.10</b>					
<b>R A ADAMS ENTERPRISES</b>					
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
RETURNED CABLE ASSEMBLY	-55.72	INVENTORY	29-14220-	S020692	29200017
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
PIN LOCK STAND	48.80	INVENTORY	29-14220-	S020102	29200017
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
CABLE ASSEMBLY	119.24	INVENTORY	29-14220-	S020685	29200017
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
BATTERY CABLE	82.51	INVENTORY	29-14220-	S021375	29200131
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
RESERVOIR KIT	109.32	INVENTORY	29-14220-	S021265	29200131
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
VALVE CARTRIDGE	146.03	INVENTORY	29-14220-	S020981	29200131
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
HARNESS VEHICLE LIGHT	196.80	INVENTORY	29-14220-	S020798	29200131
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
HARNESS VEHICLE LIGHT/CABLE ASSEMBLY	236.16	INVENTORY	29-14220-	S020672	29200131
<b>Vendor Total: \$883.14</b>					
<b>RADICOM INC</b>					
		<b>GEN NONDEPT - EXPENSE GEN GOV</b>			
JACOBS TOWER RADIO EQUIPMENT REPAIR	380.99	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	105464	10200408
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
JACOBS TOWER RADIO EQUIPMENT REPAIR	47.63	IT EQUIPMENT & SUPPLIES	07800400-43333-	105464	10200408
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
JACOBS TOWER RADIO EQUIPMENT REPAIR	47.63	IT EQUIPMENT & SUPPLIES	07700400-43333-	105464	10200408
<b>Vendor Total: \$476.25</b>					
<b>RALPH HELM INC</b>					
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
RIM	19.72	INVENTORY	29-14220-	110785	29200012
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
6LWE1 REPAIR	166.17	OUTSOURCED INVENTORY	29-14240-	110644	29200128
<b>Vendor Total: \$185.89</b>					
<b>RAY O'HERRON CO INC</b>					
		<b>POLICE - EXPENSE PUB SAFETY</b>			
NEW SQUAD LOCK OUT EQUIPMENT	328.65	MATERIALS	01200200-43309-	2002283-IN	20200128
		<b>POLICE - EXPENSE PUB SAFETY</b>			



Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BURZYNSKI PROMOTION	99.59	UNIFORMS & SAFETY ITEMS	01200200-47760-	2002812-IN	20200133
		<b>POLICE - EXPENSE PUB SAFETY</b>			
BURZYNSKI PROMOTION	126.90	UNIFORMS & SAFETY ITEMS	01200200-47760-	2002813-IN	20200133
<b>Vendor Total: \$555.14</b>					
<b>RED WING SHOE STORE</b>					
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
SAFETY BOOTS - MAURO	93.50	UNIFORMS & SAFETY ITEMS	07800400-47760-	955-1-35064	40200327
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
SAFETY BOOTS - MAURO	93.49	UNIFORMS & SAFETY ITEMS	07700400-47760-	955-1-35064	40200327
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
SAFETY BOOTS - SCHUTZ	186.99	UNIFORMS & SAFETY ITEMS	07800400-47760-	955-1-35134	40200327
<b>Vendor Total: \$373.98</b>					
<b>ROSEN HYUNDAI ENTERPRISES LLC</b>					
		<b>GS ADMIN - EXPENSE GEN GOV</b>			
3Q 2019 SALES TAX REBATE	67,194.08	SALES TAX REBATE EXPENSE	01100100-47765-	Q3 2019 SALES TAX	10200399
<b>Vendor Total: \$67,194.08</b>					
<b>RUSH TRUCK CENTER</b>					
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
2.5 GALLON DEF	127.84	INVENTORY	29-14220-	3018074498	29200127
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
DIPSTICK CAP	40.90	INVENTORY	29-14220-	3018067154	29200127
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
THERMOSTAT ASSEMBLY	85.90	INVENTORY	29-14220-	3017978390	29200127
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
2.5 GALLON DEF	130.84	INVENTORY	29-14220-	3017860545	29200127
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
LATCH HOOD STRAP	135.00	INVENTORY	29-14220-	3017941657	29200127
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
FUEL STRAP	433.92	INVENTORY	29-14220-	3017813756	29200127
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
RETURNED ALTERNATOR	-210.00	INVENTORY	29-14220-	3017791271	29200127
<b>Vendor Total: \$744.40</b>					
<b>STACEY VANENKEVORT</b>					
		<b>RECREATION - EXPENSE GEN GOV</b>			
IPRA CONFERENCE JANUARY 2020	147.93	TRAVEL/TRAINING/DUES	01101100-47740-	2020 IPRA CONF	10200416
<b>Vendor Total: \$147.93</b>					
<b>STATE OF IL FIRE MARSHAL</b>					
		<b>BUILDING MAINT. BALANCE SHEET</b>			
BOILER & VESSEL CERTIFICATE	490.00	OUTSOURCED INVENTORY	28-14240-	9625162	28200084
<b>Vendor Total: \$490.00</b>					
<b>STREICHERS</b>					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>POLICE - EXPENSE PUB SAFETY</b>					
UNIFORM PURCHASE - COONEY	956.00	UNIFORMS & SAFETY ITEMS	01200200-47760-	I1407718	20200008
<b>Vendor Total: \$956.00</b>					
<b>SYNAGRO</b>					
<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>					
SLUDGE HAULING	8,185.20	SLUDGE REMOVAL	07800400-42262-	11752	70200011
<b>Vendor Total: \$8,185.20</b>					
<b>THIRD MILLENNIUM ASSOCIATES</b>					
<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>					
INTERNET E-PAY JANUARY 2020	300.00	PROFESSIONAL SERVICES	07800400-42234-	24337	10200027
<b>WATER OPER - EXPENSE W&amp;S BUSI</b>					
INTERNET E-PAY JANUARY 2020	300.00	PROFESSIONAL SERVICES	07700400-42234-	24337	10200027
<b>GS ADMIN - EXPENSE GEN GOV</b>					
1/22/20 STATEMENT	2,821.57	VILLAGE COMMUNICATIONS	01100100-42245-	24336	10200413
<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>					
1/22/20 STATEMENT	1,104.37	PROFESSIONAL SERVICES	07800400-42234-	24336	10200413
<b>WATER OPER - EXPENSE W&amp;S BUSI</b>					
1/22/20 STATEMENT	1,104.38	PROFESSIONAL SERVICES	07700400-42234-	24336	10200413
<b>Vendor Total: \$5,630.32</b>					
<b>TITAN SUPPLY</b>					
<b>BUILDING MAINT. BALANCE SHEET</b>					
PAPER TOWELS/HAND TOWELS/CUPS/KLEEN	965.55	INVENTORY	28-14220-	26561	28200014
<b>Vendor Total: \$965.55</b>					
<b>TOM PECK FORD OF HUNTLEY INC</b>					
<b>VEHICLE MAINT. BALANCE SHEET</b>					
SPRING	8.65	INVENTORY	29-14220-	30461	29200030
<b>VEHICLE MAINT. BALANCE SHEET</b>					
KIT	250.84	INVENTORY	29-14220-	30462	29200030
<b>Vendor Total: \$259.49</b>					
<b>TRICIA A WALLACE</b>					
<b>RECREATION - EXPENSE GEN GOV</b>					
WINTER/SPRING SESSION 1	2,745.00	RECREATION PROGRAMS	01101100-47701-	2020 W/S SESSION 1	10200097
<b>Vendor Total: \$2,745.00</b>					
<b>TROTTER &amp; ASSOCIATES INC</b>					
<b>W &amp; S IMPR. - EXPENSE W&amp;S BUSI</b>					
WWTP IMPROVEMENTS PHASE 6B	14,508.69	ENGINEERING/DESIGN SERVICES	12900400-42232-W1841	16568	40200325
<b>W &amp; S IMPR. - EXPENSE W&amp;S BUSI</b>					
DOWNTOWN STREETScape STAGE 3	106.87	ENGINEERING/DESIGN SERVICES	12900400-42232-W1941	16594	40200326
DOWNTOWN STREETScape STAGE 3	106.86	ENGINEERING/DESIGN SERVICES	12900400-42232-W1951	16594	40200326
<b>W &amp; S IMPR. - EXPENSE W&amp;S BUSI</b>					
DOWNTOWN STREETScape STAGE 3	1,099.25	ENGINEERING/DESIGN SERVICES	12900400-42232-W1941	16595	40200326

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
DOWNTOWN STREETSCAPE STAGE 3	1,099.25	ENGINEERING/DESIGN SERVICES	12900400-42232-W1951	16595	40200326
		<b>W &amp; S IMPR. - EXPENSE W&amp;S BUSI</b>			
DOWNTOWN STREETSCAPE STAGE 3	7,586.63	ENGINEERING/DESIGN SERVICES	12900400-42232-W1941	16588	40200326
DOWNTOWN STREETSCAPE STAGE 3	7,586.62	ENGINEERING/DESIGN SERVICES	12900400-42232-W1951	16588	40200326
		<b>W &amp; S IMPR. - EXPENSE W&amp;S BUSI</b>			
DOWNTOWN STREETSCAPE STAGE 2	122.25	ENGINEERING/DESIGN SERVICES	12900400-42232-W1753	16639	40200329
		<b>W &amp; S IMPR. - EXPENSE W&amp;S BUSI</b>			
DOWNTOWN STREETSCAPE STAGE 2	26,132.75	ENGINEERING/DESIGN SERVICES	12900400-42232-W1753	16638	40200329
<b>Vendor Total: \$58,349.17</b>					
<b>ULTRA STROBE COMMUNICATIONS INC</b>					
		<b>POLICE - EXPENSE PUB SAFETY</b>			
SQUAD EQUIPMENT	7,216.90	CAPITAL PURCHASE	01200200-45590-	076878	20200139
		<b>POLICE - EXPENSE PUB SAFETY</b>			
SQUAD EQUIPMENT	7,456.84	CAPITAL PURCHASE	01200200-45590-	076879	20200139
<b>Vendor Total: \$14,673.74</b>					
<b>UNITED LABORATORIES</b>					
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
CHEMICALS	210.32	CHEMICALS	07800400-43342-	INV276543	70200307
<b>Vendor Total: \$210.32</b>					
<b>UNITED METERS INC</b>					
		<b>W &amp; S IMPR. - EXPENSE W&amp;S BUSI</b>			
WATER METER INSTALLATIONS	11,047.00	METERS & METER SUPPLIES	12900400-43348-	3565	40200005
		<b>W &amp; S IMPR. - EXPENSE W&amp;S BUSI</b>			
WATER METER INSTALLATIONS	23,300.00	METERS & METER SUPPLIES	12900400-43348-	3574	40200005
<b>Vendor Total: \$34,347.00</b>					
<b>US BANK EQUIPMENT FINANCE</b>					
		<b>CDD - EXPENSE GEN GOV</b>			
RICOH COPIER 02/17/2020	155.51	LEASES - NON CAPITAL	01300100-42272-	405426511	10200279
		<b>CDD - INTEREST EXPENSE</b>			
RICOH COPIER 02/17/2020	51.79	INTEREST EXPENSE	01300600-47790-	405426511	10200279
		<b>PUBLIC WORKS ADMIN - INT EXP</b>			
RICOH COPIER 02/17/2020	51.79	INTEREST EXPENSE	01400600-47790-	405426511	10200279
		<b>PWA - EXPENSE PUB WORKS</b>			
RICOH COPIER 02/17/2020	155.50	LEASES - NON CAPITAL	01400300-42272-	405426511	10200279
<b>Vendor Total: \$414.59</b>					
<b>VARITECH INDUSTRIES INC</b>					
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
CAST IRON PUMP ASSEMBLY	2,567.94	INVENTORY	29-14220-	060-1017998	29200132
<b>Vendor Total: \$2,567.94</b>					
<b>VERIZON WIRELESS SERVICES LLC</b>					
		<b>BLDG MAINT- REVENUE &amp; EXPENSES</b>			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
12/14/19 - 1/13/20 STATEMENT	122.68	TELEPHONE	28900000-42210-	9846295576	10200404
		<b>CDD - EXPENSE GEN GOV</b>			
12/14/19 - 1/13/20 STATEMENT	371.35	TELEPHONE	01300100-42210-	9846295576	10200404
		<b>GEN NONDEPT - EXPENSE GEN GOV</b>			
12/14/19 - 1/13/20 STATEMENT	6.80	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	9846295576	10200404
		<b>GENERAL SERVICES PW - EXPENSE</b>			
12/14/19 - 1/13/20 STATEMENT	732.46	TELEPHONE	01500300-42210-	9846295576	10200404
		<b>GS ADMIN - EXPENSE GEN GOV</b>			
12/14/19 - 1/13/20 STATEMENT	399.73	TELEPHONE	01100100-42210-	9846295576	10200404
		<b>POLICE - EXPENSE PUB SAFETY</b>			
12/14/19 - 1/13/20 STATEMENT	535.73	TELEPHONE	01200200-42210-	9846295576	10200404
		<b>PWA - EXPENSE PUB WORKS</b>			
12/14/19 - 1/13/20 STATEMENT	347.75	TELEPHONE	01400300-42210-	9846295576	10200404
		<b>RECREATION - EXPENSE GEN GOV</b>			
12/14/19 - 1/13/20 STATEMENT	112.68	TELEPHONE	01101100-42210-	9846295576	10200404
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
12/14/19 - 1/13/20 STATEMENT	503.91	TELEPHONE	07800400-42210-	9846295576	10200404
		<b>VEHCL MAINT-REVENUE &amp; EXPENSES</b>			
12/14/19 - 1/13/20 STATEMENT	112.68	TELEPHONE	29900000-42210-	9846295576	10200404
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
12/14/19 - 1/13/20 STATEMENT	534.57	TELEPHONE	07700400-42210-	9846295576	10200404
Vendor Total: \$3,780.34					
<b>VILLAGE OF LAKE IN THE HILLS</b>					
		<b>POLICE - EXPENSE PUB SAFETY</b>			
2020 PEER JURY DUES	300.00	TRAVEL/TRAINING/DUES	01200200-47740-	2019-1001	20200135
Vendor Total: \$300.00					
<b>WATER PRODUCTS CO AURORA</b>					
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
WATER METER CLAMPS	171.68	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0293605	70200314
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
WATER METER CLAMPS	592.00	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0293606	70200313
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
WATER METER CLAMPS	2,110.62	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0293449	70200312
Vendor Total: \$2,874.30					
<b>ZUKOWSKI ROGERS FLOOD &amp; MCARDLE</b>					
		<b>POLICE - EXPENSE PUB SAFETY</b>			
TRAFFIC CASES,ORDINANCE VIOLATIONS	5,187.50	LEGAL SERVICES	01200200-42230-	141048	
		<b>POLICE - EXPENSE PUB SAFETY</b>			
TRAFFIC CASES,ORD VIOL-COSTS ADV	15.50	LEGAL SERVICES	01200200-42230-	141048	
		<b>CDD - EXPENSE GEN GOV</b>			
PLANNING,ZONING,BLDG COMMISSIONER	1,181.25	LEGAL SERVICES	01300100-42230-	141048	
		<b>GS ADMIN - EXPENSE GEN GOV</b>			
PERSONNEL MATTERS	43.75	LEGAL SERVICES	01100100-42230-	141048	

Vendor					
Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		<b>POLICE - EXPENSE PUB SAFETY</b>			
PERSONNEL MATTERS	262.50	LEGAL SERVICES	01200200-42230-	141048	
		<b>GS ADMIN - EXPENSE GEN GOV</b>			
LIQUOR COMMISSIONER	87.50	LEGAL SERVICES	01100100-42230-	141048	
		<b>GS ADMIN - EXPENSE GEN GOV</b>			
FREEDOM OF INFORMATION ACT	481.25	LEGAL SERVICES	01100100-42230-	141048	
		<b>POLICE - EXPENSE PUB SAFETY</b>			
FREEDOM OF INFORMATION ACT	262.50	LEGAL SERVICES	01200200-42230-	141048	
		<b>GS ADMIN - EXPENSE GEN GOV</b>			
MISCELLANEOUS	393.75	LEGAL SERVICES	01100100-42230-	141048	
		<b>GS ADMIN - EXPENSE GEN GOV</b>			
MISCELLANEOUS - COSTS ADVANCED	10.00	LEGAL SERVICES	01100100-42230-	141048	
		<b>POLICE - EXPENSE PUB SAFETY</b>			
POLICE DEPARTMENT	568.75	LEGAL SERVICES	01200200-42230-	141048	
		<b>GS ADMIN - EXPENSE GEN GOV</b>			
MEETINGS	1,268.75	LEGAL SERVICES	01100100-42230-	141048	
		<b>STREET IMPROV- EXPENSE PUBWRKS</b>			
PUBLIC WORKS/STREETS	87.50	LEGAL SERVICES	04900300-42230-	141048	
		<b>STREET IMPROV- EXPENSE PUBWRKS</b>			
PUBLIC WORKS/ADMINISTRATION	743.75	LEGAL SERVICES	04900300-42230-	141048	
		<b>POLICE - EXPENSE PUB SAFETY</b>			
TRAFFIC,ORD VIOLATIONS-MUN COURT	375.00	LEGAL SERVICES	01200200-42230-	141048	
		<b>POLICE - EXPENSE PUB SAFETY</b>			
LIQUOR VIOLATION - ALDI	162.50	LEGAL SERVICES	01200200-42230-	141058	10200400
		<b>POLICE - EXPENSE PUB SAFETY</b>			
LIQUOR VIOLATION - BUONA BEEF	162.50	LEGAL SERVICES	01200200-42230-	141057	10200400
		<b>POLICE - EXPENSE PUB SAFETY</b>			
LIQUOR VIOLATION - MACK OIL	162.50	LEGAL SERVICES	01200200-42230-	141050	10200400
Vendor Total: \$11,456.75					
REPORT TOTAL: \$1,376,038.16					

Village of Algonquin

List of Bills 2/4/2020

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	162,658.98
03	MFT	5,839.20
04	STREET IMPROVEMENT	301,137.56
05	SWIMMING POOL	170.82
06	PARK IMPROVEMENT	4,023.00
07	WATER & SEWER	147,425.62
12	WATER & SEWER IMPROVEM	670,181.89
16	DEVELOPMENT FUND	19,109.62
28	BUILDING MAINT. SERVICE	20,202.81
29	VEHICLE MAINT. SERVICE	45,288.66
TOTAL ALL FUNDS		<u><u>1,376,038.16</u></u>

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

DATE:\_\_\_\_\_

APPROVED BY:\_\_\_\_\_



## VILLAGE OF ALGONQUIN SCHEDULE OF MEETINGS

*February 3, 2020*

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.)

February 4, 2020	Tuesday	7:00 PM	Committee of the Whole Special Meeting	GMC
February 4, 2020	Tuesday	7:30 PM	Village Board Meeting	GMC
February 10, 2020	Monday	7:30 PM	Planning & Zoning Commission Meeting	GMC
February 11, 2020	Tuesday	7:20 PM	Liquor Commission Special Meeting	GMC
February 11, 2020	Tuesday	7:30 PM	Committee of the Whole Meeting	GMC
February 12, 2020	Wednesday	7:00 PM	Historic Commission Meeting	HVH
February 15, 2020	Saturday	8:30 AM	Historic Commission Workshop	HVH
February 18, 2020	Tuesday	7:30 PM	Village Board Meeting	GMC
February 18, 2020	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.





**VILLAGE OF ALGONQUIN**  
*GENERAL SERVICES ADMINISTRATION*

**– M E M O R A N D U M –**

DATE: January 20, 2020

TO: President Schmitt and Village Board of Trustees

FROM: Tim Schloneger

SUBJECT: Illinois Metropolitan Investment Fund (IMET) Tolling Agreement  
Extension

---

The Village previously approved a Tolling Agreement with IMET. The Agreement tolls any statute of limitation, so the Village will not waive any rights to bring suit in the future.

There is no monetary obligation resulting from signing the agreement. It permits the Village to preserve its discretion regarding whether to terminate the Agreement and file suit at a later date.

I recommend that the Board approve an amendment to extend the tolling period through January 31, 2021. The Village still reserves the right to terminate with thirty days' notice if a group decides to pursue IMET for any reason before then.



2020 - 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 Manager is authorized to execute the IMET Tolling Agreement Extension, attached hereto and hereby made part hereof.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020

APPROVED:

(seal)

\_\_\_\_\_  
John C. Schmitt, Village President

ATTEST:

\_\_\_\_\_  
Gerald S. Kautz, Village Clerk

by: \_\_\_\_\_  
Michelle Weber, Deputy Clerk

### **THIRD EXTENSION TO TOLLING AGREEMENT**

This Extension to Tolling Agreement is made and entered into as of January 31, 2020, by and between Illinois Metropolitan Investment Fund ("IMET"), on the one hand, and the Village of Algonquin on the other hand (collectively "the Parties").

The Parties agree that Paragraph 7 of the tolling agreement by and between the Parties dated March 15, 2016 (the "Tolling Agreement") shall be amended to read as follows: "If not terminated earlier as provided in the 30 Day Notice provision of Paragraph 6, the Tolling Agreement shall terminate on January 31, 2021."

All of the other provisions of the Tolling Agreement remain unchanged.

#### **Illinois Metropolitan Investment Fund**

\_\_\_\_\_  
By: Randall M. Lending  
One of its Attorneys

Dated: \_\_\_\_\_

#### **Village of Algonquin**

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_