

**VILLAGE OF ALGONQUIN
VILLAGE BOARD MEETING**

May 19, 2020

7:30 p.m.

-AGENDA-

Pursuant to Governor Pritzker's Executive Order No. 2020-07 (COVID-19 Executive Order No. 5), Governor Pritzker has suspended certain rules of the Open Meetings Act – specifically the Executive Order permits remote public meetings. In light of the current COVID-19 public health emergency and the prohibition of public gathering of 10 or more, the Village Board has chosen to conduct the board meeting remotely. The following information is being made available to the public for the purpose of public participation in the spirit of transparency and an open meeting process.

The complete may be viewed online via the Village Board's link on the Village's website, www.algonquin.org. If you would like to listen to the meeting, please go to <https://algonquin.zoom.us/j/97984634029> or dial in (877)853-5257 or (888)475-4499 webinar ID979 8463 4029 . If you wish to submit any public comment, please contact the Deputy Village Clerk in advance of the meeting at 847-658-5609 or meetingcomments@algonquin.org or during the to comment during the meeting public comment portion of the meeting after logging into the zoom meeting, please raise your hand and you will be called on, if you are dialing in, dial *9 to raise your hand. The Village will attempt to read such public comments during the public commentary portion of the meeting. Any comments received during the meeting but after the public commentary portion has ended will be provided in writing to the Village Board members after the meeting.

Remote meetings will be recorded for the purpose of accurate meeting minutes.

- 1. CALL TO ORDER**
- 2. ROLL CALL – ESTABLISH QUORUM**
- 3. PLEDGE TO FLAG**
- 4. ADOPT AGENDA**
- 5. AUDIENCE PARTICIPATION**
(Persons wishing to address the Board must register with the Village Clerk prior to call to order.)
- 6. CONSENT AGENDA/APPROVAL:**
All items listed under Consent Agenda are considered to be routine by the Village Board and may be approved/accepted by one motion with a voice vote.
 - A. APPROVE MEETING MINUTES:**
 - (1) Village Board Meeting Held May 5, 2020
 - (2) Committee of the Whole Held May 12, 2020
 - B. VILLAGE MANAGER'S REPORT FOR APRIL 2020**
- 7. OMNIBUS AGENDA/APPROVAL:**
The following Ordinances, Resolutions, or Agreements are considered to be routine in nature and may be approved by one motion with a roll call vote.
(Following approval, the Village Clerk will number all Ordinances and Resolutions in order.)
 - A. PASS ORDINANCES:**
 - (1) Pass an Ordinance Declaring Certain Items as Surplus
 - (2) Pass an Ordinance Authorizing the Village Algonquin to Accept a Conveyance of Real Property and a License Over Certain Other Property from the McHenry County Conservation District
 - (3) Pass an Ordinance Amending of Chapter 43, Offenses Against Public Peace, Safety and Morals, Section 43.24, Possession or Consumption of Alcoholic Liquor, and Chapter 21, Algonquin Zoning Ordinance, Section 21.16, Off-Street Parking and Loading of the Algonquin Municipal Code to Provide Additional Outdoor Space and Expanding Liquor Licenses to Assist Bars and Restaurants
 - B. ADOPT RESOLUTIONS:**
 - (1) Pass a Resolution Accepting and Approving an Agreement with Trotter & Associates for Professional Engineering Services for the Phosphorus Discharge and Optimization Plan in the Amount of \$34,900.00
 - (2) Pass a Resolution Accepting and Approving an A Resolution Authorizing the Conveyance of McHenry County Conservation District Property as well as a License Over Certain Other Property to the Village of Algonquin
 - (3) Pass a Resolution Accepting and Approving an Agreement with DK Contractors for the Construction of Maker's Park Bike Path in the Amount of \$237,689.00
- 8. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA**
Pass an Ordinance Approving a Preliminary PUD Plan, Preliminary Plat, and Authorizing Execution of a Development Agreement for the Trails of Woods Creek PUD, a redevelopment of the Terrace Hills Golf Course
- 9. APPROVAL OF BILLS FOR PAYMENT AND PAYROLL EXPENSES AS RECOMMENDED BY THE VILLAGE MANAGER**
 - A.** List of Bills Dated March 19, 2020 totaling \$1,202,552.66
- 10. COMMITTEE OF THE WHOLE:**
 - A. COMMUNITY DEVELOPMENT**
 - B. GENERAL ADMINISTRATION**
 - C. PUBLIC WORKS & SAFETY**
- 11. VILLAGE CLERK'S REPORT**
- 12. STAFF COMMUNICATIONS/REPORTS, AS REQUIRED**
- 13. CORRESPONDENCE**
- 14. OLD BUSINESS**
 - A.** Approve the Third Continuation of Proclamation of Local Disaster Emergency for the Village of Algonquin to June 2, 2020
 - B.** Financial Resiliency Plan Update
- 15. EXECUTIVE SESSION:** If required
- 16. NEW BUSINESS**
- 17. ADJOURNMENT**



MINUTES OF THE ANNUAL MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN,
McHENRY & KANE COUNTIES, ILLINOIS
HELD REMOTELY DUE TO THE COVID-19 EMERGENCY DECLARATION
MAY 5, 2020

CALL TO ORDER: President Schmitt called tonight's meeting to order at 7:30 PM. Village Clerk Jerry Kautz called the roll with the following Trustees present: Laura Brehmer, Janis Jasper, Jim Steigert, Debby Sosine, Jerrold Glogowski, John Spella. A quorum was established.

Staff in Attendance: Tim Schloneger, Russ Farnum, Mike Kumbera, Michelle Weber, Kevin Crook, Bob Mitchard, Chief John Bucci, and Attorney Kelly Cahill.

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

ADOPT AGENDA: Moved by Sosine, seconded by Glogowski, to adopt tonight's agenda deleting item 17 Executive Session. Voice vote: ayes carried.

AUDIENCE PARTICIPATION:

(1) President Schmitt read an email from resident Orlando Cabrera who is concerned regarding COVID-19 and the reopening of the state economy and health issues.

PROCLAMATION: Clerk Kautz presented the Village of Algonquin Proclaims, Algonquin Police Week and Annual Algonquin Police Memorial Day.

APPOINTMENTS:

The following appointments are made by the President and require advice and consent from the Board:

Moved by Sosine, seconded by Glogowski, to advice and consent to the appointments of the following.

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

Motion carried; 6-ayes, 0-nays.

Economic Development Commission

Vince Vachio	Member	May 5, 2020 – May 1, 2023
Bob Smith	Member	May 5, 2020 – May 1, 2023

Historic Commission

John Lewis	Member	May 5, 2020 – May 2, 2023
Nancy Dombrowski	Member	May 5, 2020 – May 2, 2023
Virginia Donahue	Member	May 5, 2020 – May 2, 2023

Planning and Zoning Commission

James P. Patrician	Member	May 5, 2020 – May 6, 2025
Andrew Neuhalphen	Member	May 5, 2020 – May 6, 2025

Police Commission

Ronald Gorecki	Member	May 7, 2020 – May 2, 2023
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Public Arts Commission

Susan T Knapp	Member	May 5, 2020 – May 2, 2023
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Police Pension Board

Brian Smith	Member	May 5, 2020 – May 3, 2022
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Trustee Jasper stated, for the record, that she would like to see some new residents seated on various Village commissions. President Schmitt responded, he would not remove dedicated commission members for the sake of a younger or less experienced member.

Moved by Sosine, seconded by Glogowski, to advice and consent to the appointments of the following.

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

Motion carried; 6-ayes, 0-nays.

Staff and Chairpersons

John A. Bucci	ESDA Coordinator	5/1/2020-5/6/2021
Michael J. Kumbera	Village Treasurer	5/1/2020-5/6/2021

Chairpersons

Jerome Pinderski	Economic Development Comm.	5/1/2020-5/6/2021
Brian Martin	Electrical Commission	5/1/2020-5/6/2021
Jeffrey L. Jolitz	Historic Commission	5/1/2020-5/6/2021
James P. Patrician	Planning & Zoning Commission	5/1/2020-5/6/2020
Liz Miller	Public Arts Commission	5/1/2020-5/6/2021

Moved by Sosine, seconded by Glogowski, to advice and consent to the appointments of the following.

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

Motion carried; 6-ayes, 0-nays.

Village Attorney

Kelly Cahill	Village Attorney	5/1/2020-5/6/2021
Zukowski, Rogers, Flood, McArdle, et. al.		

Moved by Sosine, seconded by Glogowski, to advice and consent to the appointments of the following.

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

Motion carried; 6-ayes, 0-nays.

Village Engineer

Michael E. Kerr	Village Engineer	5/1/2020-5/6/2021
Christopher Burke Engineering Ltd.		

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

A. APPROVE MEETING MINUTES:

- (1) Committee of the Whole Meeting Held April 14, 2020
- (2) Liquor Commission Special Meeting Held April 21, 2020
- (3) Village Board Meeting Held April 21, 2020
- (4) Committee of the Whole Meeting Held April 21, 2020
- (5) Liquor Commission Special Meeting Held April 28, 2020
- (6) Village Board Special Meeting Held April 28, 2020

Moved by Spella, seconded by Glogowski, to approve the Consent Agenda of May 5, 2020.

Voice vote; ayes carried.

OMNIBUS AGENDA: None

APPROVAL OF BILLS: Moved by Glogowski, seconded by Brehmer, to approve the List of Bills for payment for 5/5/2020, including payroll expenses, & Insurance Premiums totaling \$2,428,617.83 as recommended for approval.

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

Motion carried; 6-ayes, 0-nays.

PAYMENT OF BILLS:

GENERAL	74,135.36
MFT	18,001.21
STREET IMPROVEMENT	335,564.51
SWIMMING POOL	4,2779.51
PARK IMPROVEMENT	19,900.17
WATER & SEWER	99,686.66
WATER & SEWER IMPROVEMENTS	1,146,323.28
DEVELOPMENT FUND	3,500.00
BUILDING MAINT. SERVICE	2,731.01
VEHICLE MAINT. SERVICE	9,473.31
TOTAL ALL FUNDS	\$1,713,141.71

COMMITTEE & CLERK'S REPORTS:

COMMITTEE OF THE WHOLE None

VILLAGE CLERK Clerk Kautz announced the future Village meeting schedule.

STAFF REPORTS:

ADMINISTRATION Tim Schloneger

- 1- Staff is implementing the Financial Resiliency Plan.

COMMUNITY DEVELOPMENT ~ Russ Farnum:

- 1- Staff is working on recovery for small businesses, and working on 'Best of the Fox Marketing'.
- 2- COVID-19 grants are becoming available for small business with 5 or fewer employees.

PUBLIC WORKS Bob Mitchard:

- 1- Stage 2 Wet utilities continues with pavement installation.
- 2- Traffic will be detoured due to bridge work that should last about a month.
- 3- The bike trail bridge abutments wall is being installed on schedule.
- 4- Terrace Hill Subdivision work moving along with very few complaints. Base coat will be laid.
- 5- Woods Creek work has been delayed a bit by the recent rainy weather,
- 6- Funds for the Souwanas project will not be available this year. The road is in need of major repairs.

POLICE DEPARTMENT Chief Bucci

- 1- All liquor licenses have been delivered.
- 2- Recent citizen protests on Randall Road and County Line Road went without incident.

VILLAGE ATTORNEY Ms. Cahill

- 1- Her office has been busy with Community Development, Administrative, and Public Works issues.

CORRESPONDENCE & MISCELLANEOUS:

- 1) Trustee Jasper thanked staff for the letter to Terrace Hill residents regarding future plans. She also thanked Mr. Kumbera for constant monitoring of social media and responding to resident's questions at all hours.
- 2) Staff and Chamber of Commerce are working on ways to help businesses come out of the pandemic. One way is to allow temporary signage for businesses that can sell viable and legal products. A consensus was taken of the Board and it was unanimous to allow the signage.
- 3) Trustee Spella voiced strong concern regarding dog owners who allow their pet's feces to lay on bike paths and sidewalks without picking up. It is very unhealthy and against ordinance. Several dogs in his area have been treated for being sick. He wants to see better enforcement of the ordinance.
- 4) Trustee Brehmer would like to have staff do a 'blast email' to small businesses regarding the availability of COVID-19 recovery grants.

OLD BUSINESS: None

EXECUTIVE SESSION: None

NEW BUSINESS: None

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

The meeting was adjourned at 8:17 pm.

Submitted:

Approved this 19TH, Day of May 2020

Village Clerk, Jerry Kautz

Village President, John Schmitt



Village of Algonquin
Minutes of the Committee of the Whole Meeting
Held On May 12, 2020
Meeting Held Remotely Due to COVID 19

AGENDA ITEM 1: Roll Call to Establish a Quorum

Trustee Spella, Chairperson, called the Committee of the Whole meeting to order at 7:30 p.m.

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

Staff Members Present via Phone and/or Internet: Village Manager, Tim Schloneger; Assistant Village Manager, Michael Kumbara; Community Development Director, Russ Farnum; Public Works Director, Robert Mitchard; Police Chief John Bucci; Chief Innovation Officer, Kevin Crook; Human Resource Director, Todd Walker; Village Clerk, Jerry Kautz; Deputy Village Clerk, Michelle Weber; and Village Attorney, Kelly Cahill.

AGENDA ITEM 2: Public Comment

Chairperson Spella prefaced the Public Comment by saying; That if you need to get some answers that have not already been addressed in your emails you can get the report or packet on our website. More than likely those questions have been addressed and is on our website.

The attached emails were read aloud by Trustee Spella

Lisa Sweeney – Expressed concerns or the amount of homes allowed, traffic, and the legality of the way the Planning and Zoning Hearing was held in January and of holding a virtual meeting to approve the Trails of Woods Creek Development.

Caller Jeff – Explained his home backs up to the golf course is in favor of the development. His main concern is the traffic on Fairway View. He appreciated the ongoing presence of the Police Department but the amount of traffic and speeding is out of control. He was hoping something could be done now, even if it is only temporary.

Kim Fekete – She too raised concerns about the current traffic conditions on Fairway View and Bunker Hill. Something needs to be done now about the amount of traffic and the constant speeding. She indicated that the increase of homes will just exasperate the traffic problem.

AGENDA ITEM 3: Community Development

A. Consider the Revised Trails of Woods Creek Development Plan

Mr. Farnum Presented:

Nottingham Drive: Nottingham Drive has been aligned as asked by Public Works, with an open space vista as requested by Planning Staff.

Fairway View Drive: The Police Department performed a series of directed patrols in this area.

There is not a wide incidence of speeding on this roadway as evidenced by the summary provided by the Police Department (attached). However, it is recognized that speeds decrease with a noticeable presence of the Police, so the Village is adding traffic calming as part of the forthcoming reconstruction project. The bike crossing will have beacons and warnings. In addition, a traffic circle at Nottingham is being studied.

Bike Path: Lake in the Hills officials have indicated they are cooperative toward interconnecting the bike paths (see attached e-mail from Fred Mullard). As noted at the last Committee of the Whole meeting, Pulte has committed to constructing that crossing if it can be built.

A number of other revisions have been made to the engineering plans and plats as noted in the Village Response Letter.

Elevations: Every home will have at least a 30" high wainscot of full-depth (4") brick or similar stone, real, concrete-based, or cultured stone, or similar masonry material along the entire front elevation. At least 20% of the homes in the Estates will feature at least 40% brick or stone on the front elevation. Front elevations will be supplemented by dormers, decorative porch pillars, decorative garage doors, and a minimum 4" wide window trim on all windows without shutters or masonry surrounds. All homes will feature corbeling, brackets, decorative gable vents, shakes, battens or other brackets to match the architectural style of the exterior home.

All vinyl siding shall be an upgraded minimum .042 inches and shall be Alside lifetime warranty or better, as provided by Pulte.

Any changes in elevations or materials shall be subject to the review of the Village Manager or designee, who may refer the changes to the Board for approval.

Pulte shall provide an anti-monotony provision within the development agreement that agrees to these provisions, as well as regulates color, architecture, and home features to avoid "cookie cutter" looking streetscapes.

Redevelopment Agreement: Negotiation work continued but a final draft was not ready for packet distribution. The draft Agreement will be distributed under separate cover early next week.

CONCLUSIONS

Pulte has proposed a very good development project that will not negatively impact the neighboring properties. This proposal demonstrates a good use of conservation design, and results in preservation of 62 acres of the site as open space, including restoration of 35 acres of highly valuable wetland, flood plain and ecologically sensitive lands that will be donated to the Village.

The subdivision layout creates home sites that nearly all back up to open space. The layout minimizes the impact upon surrounding homes by providing large open space buffers and preserving existing trees around those homes. The home sizes are competitive with the surrounding neighborhood, so home values will not be impacted.

The project will enhance the Woods Creek Watershed, and complies with the terms of the Village's Conservation Design zoning requirements. The project will reduce flooding issues on neighboring properties. The project fulfills the intent of the underlying R1-E zoning and will actually result in less density with fewer homes being built that could be constructed by-right.

Concurrence to move this forward for Board approval, subject to compliance with the Staff review comments and final Village Attorney review and approval of the Redevelopment Agreement, is recommended.

Chief Bucci explained the past and current direct patrols in the hot areas and agreed there is an increase of traffic. He and Mr. Mitchard have been considering different options to alleviate the speeding and stop signs have been discussed, but more research must be done before they are installed to accommodate the IDOT standards. During the patrols, the monitored speeds were in the 30-35 mph range. Usually, raising and lowering through the hilly areas on both Bunker Hill and Fairway View. He will continue to monitor the area, as we do with all the street traffic.

Ms. Sosine asked if staff could monitor the light at Bunker Hill and see if that needs to be adjusted. If it does, can we work with the County on that.

Ms. Brehmer asked if the squads were marked or unmarked during the patrols. Chief Bucci indicated, the squads were both marked and unmarked.

Mr. Glogowski asked about speed bumps. Mr. Mitchard indicated that he does not support installing speed bumps. Not only are they hazardous and loud they destroy the roads. In the past speed bumps were installed on Bunker Hill and the residents constantly complained they were too noisy.

President Schmitt added, the Village spent over \$350,000 years ago to add speed bumps and the residents hated them. He also agreed that there is an increase of traffic volume on any street in the Village near Randall and Algonquin Road right now, and it will continue throughout the construction. However, he does foresee the cut through traffic diminishing once Randall is complete.

Mr. Mitchard explained the conservation design of the proposed development. Indicating the conservation design that Pulte is providing is at the request of the Village. The long term maintenance

is cost effective and less labor intensive than the current conditions that exist. There is no need to mow or keep those areas manicured similar to other retention ponds that we see throughout the Village. These will be very natural, the groundwater recharge and the native plants that will promote infiltration. We are groundwater community; we do not use Lake Michigan water we get all of our water from aquifers below the ground and then went on to explain how ground water filtration works as well as recharging of aquifers. The conservation design provided by Pulte will provide less stormwater runoff due to more infiltration from the native plants. This helps with downstream flooding. It will improve water quality of the stormwater runoff will be increased by the filtering and the wetland plants in the streams. This improves aquatic habitat and a healthier overall ecosystem for the Village. It provides areas for a lot more passive recreation for the neighborhoods, not only the trails of woods creek which is the proposed subdivision but neighboring subdivisions as well. Activities such as walking birdwatching and that brings nature into the urban setting. More visual access to open space by more people is created. This allows for green space corridors throughout the Village. These areas are more sustainable over time; we don't have to replace hard infrastructure play structures. The only real hard infrastructure in these areas will be the walking paths. Many studies are now proving that home values increase the closer they are to open space and natural areas.

Mr. Mitchard also added, he is looking into a feasibility study for traffic calming on Fairway View Drive.

Kim Fekete, Jeff, and Dan expressed additional concerns regarding traffic on Square Barn, Bunker Hill and Fairway View Drive.

Mr. Bob Smith, indicated he would like to see a playground added to the development.

Mr. Glogowski added, in the emails he has received many residents are concerned this development would their lower property values. After researching some similar developments in Plainfield he found that the existing homes went up in value after the development. Although the planned lot sizes are smaller than the existing homes, this is what the market is calling for. As a member of the McHenry County Defenders, he feels the lengths the Village has taken to ensure this development is friendly to the environment, is above board. The open space and the walking/bike trails will also help with common foot traffic.

Ms. Brehmer added, it is crucial that people need to be informed and understand the importance of the conservation plan. We rely on this for our drinking water and that the Village and its residents be good stewards of the environment.

What is the timeline of the project, has Pulte revisited saving any additional mature trees, can something be done with the tree line adjacent Street A (aka Frank Road), and lastly what can be done about the current traffic problem on Fairway View? Mr. Whitaker, Pulte Homes, indicated that they have a 5-year timeline. Beginning with the naturalization of the area, stabilizing, and then begin developing (roads and infrastructure) the northern portions of each subdivision. Ms. Dixon, Pulte Homes, indicated she and her team worked with a certified arborist to identify and evaluate existing conditions of the existing trees. We also worked with Village Staff to determine the trees that worked with their naturalization plan.

Mr. Mitchard added, the only trees that can be saved in that area are the ones that can tolerate a pyrrhic environment because it has to be burned. Only certain types of trees can handle that.

Mr. Whitaker indicated, as discussed in the previous meeting, the trees that align with Street A and reside on the Pulte Property, would be evaluated regularly and replaced if needed as a condition of the PUD. Also, they are adding trees along Road A as an additional buffer/buffer.

Mr. Mitchard explained that he is in discussions with Plote Construction to see if it makes sense to put a coat of binder asphalt on that road in anticipation of the development. We are also discussing adding curb lines, a mini round about, electronic signage, and other traffic calming measures. We don't have anything currently but it is a consideration at a later date. Mr. Bucci added, if the Board would like we can change the speed limit on Fairway View to 25 mph.

Ms. Brehmer also asked about the plans regarding the commercial portion of the property. Mr. Whitaker indicated that at this time he is not sure of the improvements on Randall Road.

Ms. Brehmer in closing indicated, she would like to see the minimum lot size be 10,000 sf in the Springs and Estates subdivisions.

At 9:38 pm, Mr. Spella motioned for a 5-minute recess, Seconded by Glogowski

At 9:45 pm, with all Committee members present, Mr. Spella reconvened the meeting.

Ms. Jasper, although she had numerous questions, in the interest of time and respect for the rest of the agenda she will make 2 points.

- When doing the buildout, will a portion of all subdivisions be built or just beginning with one and moving from there?

Mr. Whitaker indicated that a segment of homes of each community would be offered immediately.

- Is Pulte going to retain the commercial property on the corner of Frank and Algonquin Rds?

Mr. Whitaker indicated, Pulte does not do any commercial development. We have had conversations with some commercial brokers but do not have anything right now. But anything that is considered would have to come before the Board as part of the PUD.

Ms. Jasper added, the homes are all single family homes and again a very nice mix, so she can appreciate what Pulte is trying to do here. However, she does not think this development belongs on this property. There are too many concerns from the adjacent residents.

Mr. Steigert indicated he appreciates the input by the residents of our community and it really speaks volumes when they come up against a project that are dissatisfied with, and the Board takes each comment and concern seriously. He believes that a good portion of the traffic issue will be alleviated once Randall Road /Algonquin Road construction is completed.

Ms. Sosine agrees that traffic is a current issue, and Mr. Mitchard and his staff can handle Fairway View Drive with traffic calming measures. As far as the increased traffic on Bunker Hill, she also believes that once Randall construction is complete it will subside. It is up to the Board to stay on top of the current traffic issues.

However, a question that was not asked, when do they plan on moving dirt and where will construction traffic come in and out. Were the rental restrictions addressed in the HOA covenants? Lastly, in the latest information provided the maps indicated 272 lots, but at the last meeting it was 267, where did the additional 5 lots come from?

Mr. Whitaker indicated more than likely they will not begin anything until next year. Per the development agreement, construction traffic will come in and out of Frank Road, unless MCDOT does not allow it.

Mr. Brolley, Pulte Homes, it was not placed in the covenants, but it can be.

Mr. Whitaker indicated that after some review they were able to add the five lots. Ms. Sosine indicated that she does not want to see 272 lots but 267 as originally discussed.

President Schmitt, through all the emails he has read regarding the development only one or two people made comment about "I paid a premium for a house along a golf course and now that is being changed, and I am mad." He agreed, he would be mad too. However, the property is owned by the Zange's and it is no longer going to be a golf course. Mr. Zange has brought many proposals to the table over the years, which included a condo and apartment communities, this was the first proposal that was worthy of the area. As for the school district being over crowded, D158 is fine with this development, they have no issues as all as they have plenty of capacity. The fact that the conservation design allows for recovery of water into the aquifer for the ability to provide you water. As a golf course the pesticides and chemicals used to keep the courses pristine actually harmed the environment. Those chemicals ultimately end up in your water and the air that you breathe. As far as

the market values and the lot sizes, I believe the home values will not decrease and the market calls for smaller lot sizes. People don't want to spend their time up keeping their lawns.

Mr. Spella, he believes the traffic studies are not current. Do to the stay at home order. the numbers could be skewed. Although D158 is OK with the project, he is upset with the fact that they have no participation in our meetings. He would like to physically see the finishes for the homes not through Zoom but actually see them. He also has a problem with the process, it is a \$60-billion-dollar project and we are going over it through a Zoom/Virtual meeting. However, he does like what he heard tonight.

Mr. Spella asked, is it the consensus of the Committee of the Whole to move the Trails of Woods Creek development to the Board for approval?

Voting Yes: Sosine, Spella, Glogowski, Schmitt, Steigert

Voting No: Brehmer and Jasper

It was the majority of the Committee of the Whole to move this forward for Board action.

AGENDA ITEM 4: General Administration

A. Consider Restaurants and Outdoor Seating on Public Property

Mr. Schloneger explained, we are looking for approval to move forward with options for all restaurants to be able to allow open air eating areas on public parks and Village right of ways. This is something we would like to work on now, and as soon as the Governor allows dining again the Village will be able to enact the temporary ordinance. President Schmitt and Attorney Cahill indicated, this is not something that would be done now, for it is not allowed, but it will take much research and compromise with not only the Governor's Office but with the Illinois Liquor Control Commission. This would be a temporary Ordinance to amend the outdoor eating restrictions/areas as well as temporary amendment to our Liquor Code.

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

AGENDA ITEM 5: Public Works & Safety

Mr. Mitchard presented:

A. Consider an Agreement with Trotter & Associates for Professional Engineering Services for the Phosphorus Discharge and Optimization Plan

I recommend contracting Trotter & Associates to assist the Village in developing a Phosphorus Discharge and Optimization Plan (PDOP). Trotter & Associate's engineering fee for the scope of services they will provide quoted \$34,900.00. Funds were requested and approved within the FY2020/21 Budget under Sewer Division Account Number 07800400-42232 (PDOP). Professional engineering services are needed to realize the completion of a Phosphorus Discharge and Optimization Plan (PDOP) in accordance with Special Condition No. 17 of the Village of Algonquin's National Pollutant Discharge Elimination System (NPDES) permit.

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

B. Consider Certain Vehicles as Surplus

This is a house keeping item. Per our agreement with Enterprise, every six months we release the leased vehicles to them and in turn we receive new vehicles. However, as part of the release we need to declare the vehicles as surplus.

Following clarification of how the lease program works, it was the consensus of the Committee of the Whole to move this forward to the Board for approval.

C. Consider an Agreement with McHenry County Conservation District for Authorization to Connect the Maker's Park Trail from Armstrong Street to the Prairie Trail

The Village has been working with the McHenry County Conservation District (MCCD) to build a bikepath connection from Armstrong Street (Maker's Park and Scorched Earth Brewery) to the McHenry County Conservation District (MCCD) Prairie Trail.

On March 12, 2019 the Village Board approved a Resolution authorizing the Village Manager to submit an application for the Illinois Department of Natural Resources (IDNR) Natural Resources Bicycle Path Grant for Maker's Park to connect from Armstrong Street to the Prairie Path Regional Trail.

On August 13, 2019 the Village received IDNR approval of the grant for \$148,300 (NTE 50% of the project costs). In February 2020, the IDNR Intergovernmental Agreement (IGA) was executed by the Village and the IDNR.

Staff and the Village Attorney have worked with the MCCD to prepare the documents necessary to build this project. The main items that need to be addressed in order to build the project are:

- The conveyance of MCCD property to the Village to construct the connection
- A License Agreement to use a portion of the MCCD Trail for the use and construction of the connection

In order to accomplish this the Village must:

- Pass an Ordinance Authorizing the Village of Algonquin to Accept a Conveyance of Real Property and a License Over Certain Other Property from the McHenry County Conservation District;
- Approve and IGA between the Village of Algonquin and the MCCD;
- Approve a Declaration of Restrictive Covenants agreeing to only use this conveyed property for the bike path types of uses;

After Village approves the Ordinance, the IGA, and the Restrictive Covenants, those documents will be sent over to the MCCD for approval. They in turn will:

- Pass a Resolution Authorizing the Conveyance of McHenry County Conservation;
- District Property as Well as a License over Certain Other Property to the Village of Algonquin;
- Convey the property with a Warranty Deed.

Thus, it is staff's recommendation that the Committee of the Whole recommend to the Village Board approval of the following:

- An Ordinance Authorizing the Village of Algonquin to Accept a Conveyance of Real Property and a License Over Certain Other Property from the McHenry County Conservation District;
- An IGA between the Village of Algonquin and the MCCD;
- Approval of a Declaration of Restrictive Covenants.

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

D. Consider an Agreement with DK Contractors for the Construction of Maker's Park Bike Path

Bids were received and opened publicly on April 28th, 2020 at 10AM at the Ganek Municipal Center and read aloud. We had seven responsible bids submitted, and some very consistent numbers across all bid prices.

The low bidder was DK Contractors, Inc. out of Pleasant Prairie, WI. The Village has had no experience working with this contractor, so we were a bit concerned, so we checked references diligently and examined the grant requirements of the IDNR to make sure that all checked out. DK Contractors will be using all Illinois residents to work on this project (50% is the requirement of the IDNR) and all the references checked out perfectly, stating that their work was high quality, completed on time and within budget.

The Village of Algonquin has \$300,000 budgeted in the fy20/21 budget to complete this project.

Therefore, it is our recommendation that COTW take the necessary action to move this project on to the full Board to approve a contract with DK Contractors, Inc, in the amount of \$237,689.00.

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

AGENDA ITEM 6: Executive Session

None

AGENDA ITEM 7: Other Business

AGENDA ITEM 8: Adjournment

There being no further business, Chairperson Spella adjourned the meeting at 10:39 p.m.

Submitted: Michelle Weber, Deputy Village Clerk

From: Chvatal, Steve

To: Public Meeting Comments

Subject: RE: Residential Development of Terrace Hill Golf Course - Read out Loud

Date: Tuesday, May 12, 2020 11:40:00 AM

Good Evening Algonquin Board,

I live at on Brookside Ave/ Bunker Hill in Algonquin IL. I have many questions and concerns about adding 267 homes in a very small area. We have a small glimpse into the future of what the traffic would like if we added 267 cars (at minimum) due to people using Bunker Hill to avoid the construction on Randall Rd. Cars are going 50+mph with families outside, bicycles, and walking paths. I would like to not worry about my 12 and 10 year old getting run over. It was the first time in my life I contacted the police department to put a radar or patrol the area.

I have concerns about my diminished property value that 267 homes will have. I used to live in a Pulte home for five years on Aberdeen and Preston Ct. All my neighbors had to replace their windows, including the main front window, due to mold. Has this been addressed with Pulte? Please respond to my concerns and let me know you have thought about this before looking at the revenue taxes will bring in.

Steve Chvatal |

From: Ray B. Arizmendi

To: Ray Arizmendi

Subject: Terrace Hill Golf Course Rezoning Hearing Structure

Date: Monday, May 11, 2020 11:31:37 PM

Good evening,

I wanted to reach out to you due to a growing concern regarding the structure from the upcoming hearing for the rezoning of the Terrace Hill Golf course.

Unfortunately, due to my occupation, I will not be able to attend the meeting but wanted to ensure you were aware of the pulte tactics.

In the last "in-person" hearing the structure allowed for those being impacted to raise their concerns all in a row with their lawyer providing a response to said concerns afterwards.

The issue here relies on their ability to provide incomplete responses to the public's concern with an inability to rebuttal. By waiting until the end, they can choose what they respond to and what they ignore.

An example is stating they used a reputable civil surveyor to conduct the necessary traffic analysis, meanwhile they completely ignored any analysis on Square Barn road that will be undoubtedly heavily impacted. Also, said "reputable" Surveyor is based out of, if I remember correctly, the Schaumburg area with no knowledge of the local traffic patterns. Also making claims of how they have a strong history of great work, based off of what exactly?

What should be asked is how often they've used said firm, why a local engineer was not utilized, and what was reviewed by whomever reviewed it from Algonquin's behalf.

This is just one of many questions that should've been brought up after Pulte's lawyer brought up their responses.

Their tactics prevent this from happening. A resolution I propose is to ensure an open forum take place after their lawyer's responses.

There are far too many unanswered questions to move forward and the proposed plan will wreak havoc to surrounding traffic. Additional tax revenue will be negated by the increased cost of civil servants: police, fire, teachers, not to mention school additions, potential school overcrowding, cost of necessary traffic lights and possible road expansions.

They need to abide by city ordinances in lot size, or else all rules and laws are merely suggestions.

Ray B. Arizmendi

From: Susan Beattie

To: Public Meeting Comments;

Subject: Terrace Hill Redevelopment

Date: Monday, May 11, 2020 9:11:24 PM

I would like to encourage the board to reconsider the current development plan from Pulte Builder for the Terrace Hill property.

As a real estate professional I feel that this community, in it's present proposed scale, would cause a threat to the property valuation of the neighboring communities. Although it is apparent that upon the sale of this property it is likely that a new home community will be developed on this land, it is critical that those homes be in keeping with the neighboring properties.

I also feel that any commercial rezoning would be detrimental to all communities on either side of Algonquin Rd. Placing commercial properties in the midst of residential homes would cause a hardship for the families that would be effected by the traffic, noise and danger that it could pose to children with those communities.

Although new home communities are a reality of this quickly developing area, it is critical that we consider the number of homes that can safely be contained within the confines of this property. Also, we must consider the effect a dense housing development would have on our schools, libraries, roadways and parks.

Thank you for considering my opinions on this matter.

Stay safe,

Susan Beattie

Baird & Warner Barrington

From: [Carrie McCabe](#)

To: [Public Meeting Comments](#)

Subject: Terrace Hills Golf Course Development

Date: Monday, May 11, 2020 9:38:50 PM

Dear Board Members,

We are Algonquin residents and back up to the where the entrance would be off Frank road for this development. We are asking that you vote "no" on the proposal as it is written now.

Our main concern is not having a sufficient barrier between our backyard and the proposed road that will be 40 feet from our property line. We would like to see the builder build a berm and plant above that to help create a barrier to help with the traffic and noise pollution that will be a direct result of them developing on the property. Currently we have some trees on our property but once they loose their leaves we can see the clubhouse because the trees on the golf course side are spread out and are half dead. We were told that the Club house was over 49' from our property line which means the road will be closer to our lot that the club house currently sits. Would it be possible to transplant the developed trees from the middle of the golf course where they will be cut down to the outer boundaries to help create a barrier between the existing homes and the new development?

Our second major concern is with the changing of the zoning to allow for a commercial lot. There are currently several commercial strip malls along Algonquin road from Randall to Lakewood. Within these shopping centers there are several vacancies that are sitting empty. Is there really a need for another commercial lot on this stretch of road? Mr. Whittaker implied at the last meeting that we are already used to headlights shinning into our backyards and houses and having a commercial development wouldn't be any different. However, this is incorrect because the golf course is closed at night, thus meaning there are no headlights shinning into our properties. Therefore, having a commercial development in our backyard is completely different than the setting we have at this time.

Mr. Whittaker has mentioned previously that the existing properties will already be loosing values just from the news of the possible sale of the golf course and development but he doesn't feel it will lower our values "once the project is complete." We are concerned that our property value had already dropped (prior to Covid-19) and will continue to decrease with this development. Our home will decrease in value especially because now we are going to be having a busy road and commercial lot behind our house instead of the back side of the clubhouse and the golf course green. We know that several of the other property owners are concerned because the lot sizes are significantly smaller than what our lot sizes are, which will also decrease the values of our homes.

Regarding the school district. It showed in the previous papers that it was suggested to the school district that this development will only bring 150 elementary/middle school children and under 100 high school students. I am curious how someone came up with these numbers and are these numbers really realistic for 267 homes, most of which are for families (3-4 bedrooms)? The square barn campus classrooms are already very full and congested. This will also increase the bus traffic or increase the overcrowding that is already happening on the buses. We feel this needs to be looked at further to ensure the school district really understands the impact this will have on them.

Lastly, one thing to think about is do we really need more houses and developments in the area currently? There are already several developments in Algonquin and the surrounding areas that are still trying to sell lots and houses after several years. I know the developer has mentioned this will only be a 5 year process, but what is to hold them to that if they can't sell the lots/homes? With today's crisis that is going on currently this has become even more of a concern to the communities that surround the golf course. How long are we going to have to have increased dirt/dust in our homes, look at empty lots, or listen to construction going on for?

We are not going to touch on the increased traffic that this will produce because we know a lot of people are going to be addressing that. We wanted to make sure our concerns above were made know.

Thank you for your continued service to the Algonquin residents and our community.

Sincerely,

Carrie and Jerry McCabe

261 Summerdale Lane, Algonquin

From: [Mindi Moran](#)

To: [Public Meeting Comments](#)

Subject: Terrance Golf Development

Date: Monday, May 11, 2020 6:29:37 AM

At a parent meeting for D158 we were told there would be no more major housing developments being added to our district. There was no reason to expand schools and, in fact, they would be letting teachers/staff go due to the projection. It's a very crowded area with road construction that has been nonstop since we moved here 4 years ago. A new development would but more strain. Would schools need to be rezoned? Would Algonquin road need to be widened, again? There are no grocery stores between Randall and 47. There are very few restaurants and no drive thru. We don't have an indoor pool for the schools. We don't have enough green space. 267 more houses right between more houses will make the Randall/Algonquin intersection unbearable. It will make the awful traffic at 47/Algonquin even worse (all those houses will need to go this way for school and many will try to avoid Randall and use 47). I live off Algonquin Rd, my kids go to Chesak and I use this roadway and it's resources daily. If you don't, you shouldn't be making a decision that impacts those that do.

Mindi Moran

From: [Kimberly Beattie](#)

To: [Public Meeting Comments](#); [Village_Board](#)

Subject: Trails of Woods Creek Subdivision

Date: Monday, May 11, 2020 10:06:19 PM

Dear Trustees

We hope you are all staying safe during this challenging time. We appreciate your taking the time to listen to our concerns regarding Pulte's Trails of Woods Creek subdivision.

We are writing to ask you not to approve a development of 267 homes and adhere to the current zoning specifications. We are sure you will hear many concerns voiced by our neighbors tonight on a variety of issues. We are focusing our concerns on just three:

legality/fairness of holding a public meeting in a digital setting, when we are sheltered in place and cannot adequately share our concerns.

the quality of product produced by Pulte Homes.

the overwhelming concern about traffic given so many additional homes.

We will start with our concerns about the way this meeting is being held. We know the digital meeting was a concern brought up by several other homeowners in the last meeting. It is unclear if having a public meeting over Zoom is legal. Can the trustees produce any evidence that having this meeting in this manner is legal and not in violation of the Public Meetings Act? More specifically a letter from legal counsel condoning this meeting after reading the Public's Meeting Act in conjunction with the Governor's Executive order allowing for only emergency business. What about this issue constitutes an emergency?

What is the damage to Algonquin if we wait until it's safe for a public meeting?

More than the legality, as your neighbors we would like to challenge you on the fairness of doing the meetings in this way and moving forward with the rezoning. This community **does not** want this subdivision built. You are, at this moment, unable to look us in the eye as you tell us it's happening anyway. Our rebuttal is much less effective when we are "muted" on a digital platform. We are also unable to go door-to-door to talk to our neighbors and rally together against this action. We understand the need to proceed with business, but it seems unfair as we are not able to collaborate as a community. Another matter we would like to bring to the trustees' attention is the inconsistency in quality from Pulte Homes. We know that quality was a concern for a few of the trustees at the last meeting and we thank you for pushing back on that issue. We think Pulte Homes is capable of producing high end subdivisions as well cheap subdivisions. We fear in this case that they are trying to produce a quick cheap development. Below is a link to information about a class action lawsuit Pulte settled in 2018. It's a \$78.7 million dollar settlement supporting claims that homes were not properly built and further that homes were not properly inspected, in violation of building code. For those listening, the title is "Florida Pulte Home Stucco Construction Defect Settlement". We are also linking an article from ABC News in Las Vegas titled "Homeowners facing long list of problems with Pulte Homes".

Would the Pulte attorney present like to comment on this lawsuit?

If you do move forward with allowing this subdivision, please continue to push

Pulte on the quality of product they build. Push them to produce the high-end development of which they are capable, matching the communities around them.

Lastly when addressing traffic concerns, please assess the impact on the intersection of Square Barn and Bunker Hill. We have seen several accidents there. We cannot imagine how dangerous it will be with the traffic load of 267 more homes in the area.

Thank you so much for your time.

Best,

Kimberly and Eric Fernandez

[10 Hithergreen Court](#)

-----Original Message-----

From: timdhull@att.net <timdhull@att.net>

Sent: Sunday, May 10, 2020 2:20 PM

Terrace Hill Golf Course Development: Fairway View Traffic Bike & Walking Trail Safety

Algonquin Village Planners and Administrators,

As the next Village Board meeting approaches, I would like to provide you with another update of the traffic situation on Fairway View Drive and the inevitable explosion of quantity and speed of traffic with the proposed development of the Terrace Hill golf course. In addition, our concerns with the development lot size, home devaluation, and development construction.

1. Traffic Concerns: Quantity and Speed

As noted, the traffic speed subsides when there is police presence, even the current construction in the Terrace Hill development does not hinder the speed. Once the police leave the traffic returns to their normal excessive speeds. Ironically, this is the worst time as the pedestrian, bike, and stroller traffic increases which drastically drives the risk of a horrific accident.

One additional question, did the traffic study take into consideration a young girl was nearly hit by a car on Fairway View Drive which prompted my neighbor to sell and move from their home? In another case, a dog was hit and killed by the speeding vehicle. As noted, I fear that these instances will become more prevalent (and worse) with the extension of the existing bike path into the new development. The risk is exacerbated by the influx of new traffic to the already excessive quantity and speed of the cut-through traffic to and from the areas Northwest and Southeast through our subdivision.

Traffic calming devices are an absolute necessity to limit the speed and warn vehicles of the bike trail crossing.

2. Development lot sizes and neighboring home devaluation. As was discussed by numerous residents, the lot sizes and home size and quality are a major concern. The adjoining neighborhood home values will be adversely affected by cutting the development lot sizes by 50% which requires a zoning change which should not be altered.

3. We are concerned and would like more information on how the development construction will take place. Items such as entrance / exit of heavy machinery, hours of operation, traffic control, (etc.). We have observed issues with the current work within the Terrace Hill subdivision and would like clear, concise information on how the development construction traffic would flow.

As Algonquin residents, we urge you to vote NO to the current plan. The plan needs to be altered to minimize traffic quantity / speed, increase lot sizes to match the surrounding developments, and a more clear, concise construction communication needs to be conveyed.

One last data point regarding the traffic on Fairway View Drive we noticed that the Police study on the Website was done on Bunker Hill road (which showed that no citations were issued with some cars going up to 37 MPH in a 25 MPH zone with multiple calming areas).

We would like to understand if / when there will be a report for Fairway View drive study and the numerous instances where the Algonquin Police have indeed stopped and (I'm assuming) gave citations to the speeders.

Again, we would like to re-emphasize the risk to the public given the quantity and speed of the traffic on Fairway View Drive. I don't believe a 'flashing rectangular signal' noted in the updated responses will provide the deterrent for the speeds observed on Fairway View Drive.

Final note: At the time of this writing, I just observed an Algonquin Police officer race to catch one offender (oops, there he goes again!) and multiple cars slow down drastically upon seeing the officer.

Thanks again for the ongoing support.

Marie-Ellen and Tim Hull

Thanks for your continued support and service to the Village of Algonquin.

Marie-Ellen and Tim Hull

201 Greens View Drive.

MANAGERS REPORT APRIL 2020

COLLECTIONS

Total collections for all funds April 2020 were \$2,950,207 (including transfers). Some of the larger revenue categories included in this report are as follows:

Real Estate Tax	\$0
Income Tax	\$398,146
Sales Tax	\$517,969
Water & Sewer Payments	\$753,024
Home Rule Sales Tax	\$260,742

INVESTMENTS

The total cash and investments for all funds as of April 30, 2020 is \$37,186,753. Currently, unrestricted cash in the General Fund is 68 percent (8 months) of this fiscal year's General Fund budget. Please see the attached graph depicting unrestricted cash.

BUDGET

At 100.0 percent of the fiscal year, General Fund revenues are at 106.1 percent of the budget. The expenditures are at 92.2 percent of the budget. Revenues for the month were \$30,723 less than expenditures for the General Fund.

POLICE DEPARTMENT REPORT

Calls for service through April 30

2020 = 4331 (▼ 2%)

2019 = 4433

Citations (traffic, parking, ordinance) through April 30

2020 = 2505 (▲ 20%)

2019 = 2094

Crash incidents through April 30

2020 = 229 (▼ 360%)

2019 = 359

Frontline through April 30

	<u>2020</u>	<u>2019</u>
Vacation Watch	1824 (▲ 40%)	1299
Directed Patrols	4723 (▲ 45%)	3252

BUILDING STATISTICS REPORT

Total permits issued fiscal year to date as of April 30, 2020 are down approximately 28% when compared to the last fiscal year-to-date total.

Total collections fiscal year to date for permits, \$10,301,494, a decrease of approximately 36% compared to last fiscal year-to-date total.

8 permits were issued for new single/two- family residential units during this fiscal year to date at the end of April, as compared to 16 new single- family residential units by the end of April last year.

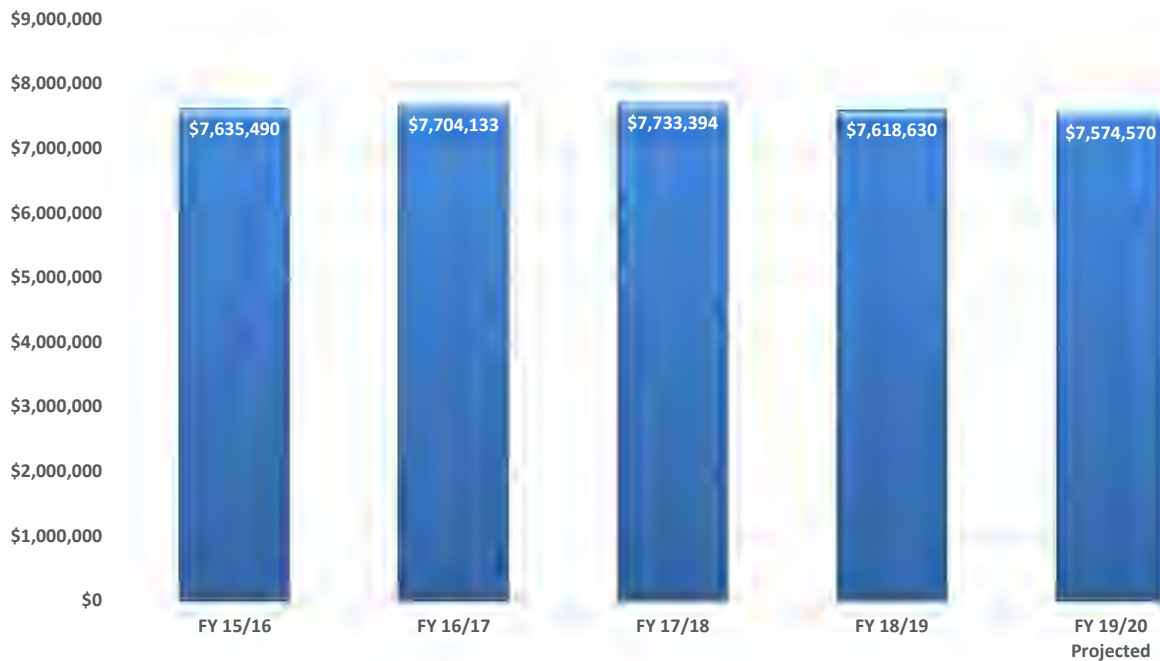
For more detailed information, please see the attached Building Department Report.

VILLAGE OF ALGONQUIN REVENUE REPORT STATE SALES TAX

MONTH OF SALE	MONTH OF COLLECTION	MONTH OF DISTRIBUTION	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
May	June	August	\$633,938	\$657,361	\$661,059	\$682,997	\$658,248
June	July	September	\$667,755	\$697,444	\$670,382	\$676,666	\$665,056
July	August	October	\$633,141	\$624,459	\$628,130	\$628,313	\$636,158
August	September	November	\$645,471	\$634,106	\$643,505	\$642,886	\$635,211
September	October	December	\$630,810	\$599,635	\$623,937	\$620,922	\$618,551
October	November	January	\$644,373	\$616,478	\$627,847	\$610,614	\$657,872
November	December	February	\$666,559	\$707,120	\$685,385	\$693,539	\$675,305
December	January	March	\$847,811	\$864,898	\$852,807	\$814,007	\$793,148
January	February	April	\$520,687	\$548,266	\$566,473	\$510,848	\$517,696
February	March	May	\$516,725	\$531,970	\$528,130	\$515,428	\$501,983
March	April	June	\$613,211	\$614,104	\$660,246	\$627,901	
April	May	July	\$615,009	\$608,294	\$585,493	\$594,510	
TOTAL			\$7,635,490	\$7,704,133	\$7,733,394	\$7,618,630	\$6,359,229

YEAR TO DATE LAST YEAR:	\$6,396,219	BUDGETED REVENUE:	\$7,750,000
YEAR TO DATE THIS YEAR:	\$6,359,229	PERCENTAGE OF YEAR COMPLETED :	83.33%
DIFFERENCE:	(\$36,990)	PERCENTAGE OF REVENUE TO DATE :	82.05%
		PROJECTION OF ANNUAL REVENUE :	\$7,574,570
PERCENTAGE OF CHANGE:	-0.58%	EST. DOLLAR DIFF ACTUAL TO BUDGET	-\$175,430
		EST. PERCENT DIFF ACTUAL TO BUDGET	-2.3%

5 Year Comparison with Current Year Projection

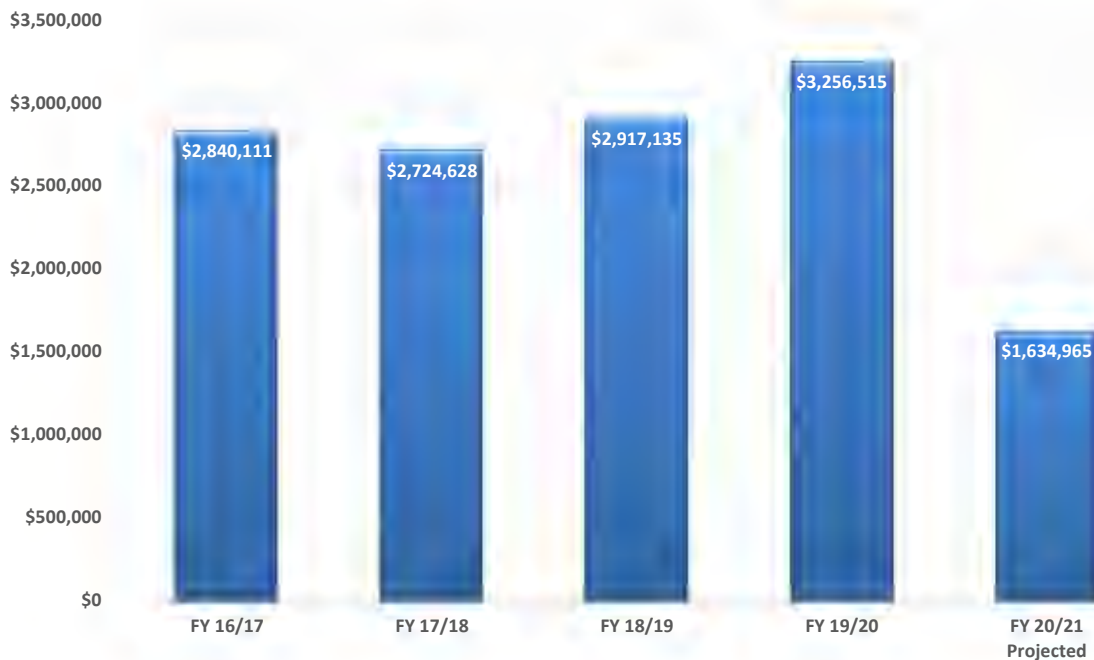


VILLAGE OF ALGONQUIN REVENUE REPORT INCOME TAXES

MONTH OF COLLECTION	MONTH OF VOUCHER	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
April	May	\$409,826	\$402,705	\$412,083	\$603,365	\$302,925
May	June	\$195,898	\$208,266	\$190,367	\$188,429	
June	July	\$279,579	\$275,510	\$257,395	\$281,790	
July	August	\$162,810	\$131,665	\$188,944	\$201,996	
August	September	\$177,836	\$155,302	\$184,402	\$178,776	
September	October	\$262,794	\$236,457	\$286,595	\$318,970	
October	November	\$176,382	\$177,955	\$206,414	\$208,177	
November	December	\$159,798	\$156,669	\$171,089	\$196,718	
December	January	\$258,376	\$228,324	\$249,288	\$274,962	
January	February	\$298,807	\$330,497	\$299,913	\$283,286	
February	March	\$156,397	\$166,149	\$180,586	\$210,651	
March	April	\$301,608	\$255,129	\$290,059	\$309,394	
TOTAL		\$2,840,111	\$2,724,628	\$2,917,135	\$3,256,515	\$302,925

YEAR TO DATE LAST YEAR:	\$603,365	BUDGETED REVENUE:	\$3,173,000
YEAR TO DATE THIS YEAR:	\$302,925	PERCENTAGE OF YEAR COMPLETED :	8.33%
DIFFERENCE:	(\$300,440)	PERCENTAGE OF REVENUE TO DATE :	9.55%
		PROJECTION OF ANNUAL REVENUE :	\$1,634,965
PERCENTAGE OF CHANGE:	-49.79%	EST. DOLLAR DIFF ACTUAL TO BUDGET	-\$1,538,035
		EST. PERCENT DIFF ACTUAL TO BUDGET	-48.5%

5 Year Comparison with Current Year Projection



VILLAGE OF ALGONQUIN REVENUE REPORT LOCAL USE TAX

MONTH OF USE	MONTH OF COLLECTION	MONTH OF VOUCHER	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
May	June	August	\$ 52,879	\$ 57,513	\$ 58,228	\$ 67,645	\$ 78,418
June	July	September	\$ 59,646	\$ 64,866	\$ 61,588	\$ 72,445	\$ 79,719
July	August	October	\$ 55,300	\$ 51,624	\$ 58,962	\$ 70,277	\$ 81,956
August	September	November	\$ 50,531	\$ 56,279	\$ 62,705	\$ 66,836	\$ 78,518
September	October	December	\$ 58,511	\$ 57,853	\$ 66,082	\$ 76,671	\$ 87,939
October	November	January	\$ 58,099	\$ 63,096	\$ 65,623	\$ 81,155	\$ 96,553
November	December	February	\$ 57,661	\$ 61,259	\$ 76,017	\$ 89,795	\$ 90,456
December	January	March	\$ 82,456	\$ 95,192	\$ 96,148	\$ 108,585	\$ 124,118
January	February	April	\$ 50,661	\$ 54,990	\$ 57,233	\$ 62,989	\$ 85,946
February	March	May	\$ 51,640	\$ 51,752	\$ 58,857	\$ 72,564	\$ 74,688
March	April	June	\$ 60,682	\$ 67,299	\$ 71,079	\$ 82,492	
April	May	July	\$ 59,105	\$ 57,793	\$ 62,036	\$ 78,080	
TOTAL			\$ 697,171	\$ 739,516	\$ 794,558	\$ 929,535	\$ 878,311

YEAR TO DATE LAST YEAR: \$768,963

YEAR TO DATE THIS YEAR: \$878,311

DIFFERENCE: \$109,348

PERCENTAGE OF CHANGE: **14.22%**

BUDGETED REVENUE: \$825,900

PERCENTAGE OF YEAR COMPLETED : 83.33%

PERCENTAGE OF REVENUE TO DATE : 106.35%

PROJECTION OF ANNUAL REVENUE : \$1,061,716

EST. DOLLAR DIFF ACTUAL TO BUDGET \$235,816

EST. PERCENT DIFF ACTUAL TO BUDGET **28.6%**

5 Year Comparison with Current Year Projection



VILLAGE OF ALGONQUIN REVENUE REPORT ACTUAL BUILDING PERMITS

MONTH OF COLLECTION	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
May	\$351,494	\$55,482	\$43,903	\$40,659	\$41,465
June	\$32,607	\$63,801	\$33,287	\$41,265	\$43,805
July	\$34,161	\$33,635	\$24,802	\$42,990	\$52,945
August	\$22,765	\$43,186	\$53,687	\$47,588	\$63,613
September	\$21,118	\$31,970	\$48,895	\$46,533	\$36,646
October	\$30,508	\$30,721	\$46,734	\$67,365	\$18,483
November	\$47,146	\$28,352	\$95,900	\$34,279	\$65,608
December	\$32,091	\$19,503	\$60,441	\$36,134	\$11,401
January	\$12,370	\$11,796	\$31,595	\$15,650	\$10,964
February	\$16,563	\$24,840	\$42,856	\$34,788	\$12,410
March	\$21,685	\$27,555	\$41,944	\$20,089	\$58,552
April	\$23,691	\$48,336	\$70,112	\$35,225	\$29,480
TOTAL	\$646,198	\$419,176	\$594,155	\$462,565	\$445,371

YEAR TO DATE LAST YEAR:	\$462,565	BUDGETED REVENUE:	\$440,000
YEAR TO DATE THIS YEAR:	\$445,371	PERCENTAGE OF YEAR COMPLETED :	100.00%
DIFFERENCE:	(\$17,194)	PERCENTAGE OF REVENUE TO DATE :	101.22%
		PROJECTION OF ANNUAL REVENUE :	\$445,371
PERCENTAGE OF CHANGE:	-3.72%	EST. DOLLAR DIFF ACTUAL TO BUDGET	\$5,371
		EST. PERCENT DIFF ACTUAL TO BUDGET	1.2%

5 Year Comparison with Current Year Projection



VILLAGE OF ALGONQUIN FINANCIAL REPORT ACTUAL REAL ESTATE TAXES (ALL FUNDS & ACCOUNTS)

MONTH OF DISTRIBUTION	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
May	\$261,082	\$108,636	\$317,494	\$340,106	\$246,854
June	\$2,683,059	\$2,937,429	\$2,873,148	\$3,039,485	\$2,950,208
July	\$111,344	\$127,174	\$75,952	\$234,573	\$221,675
August	\$514,185	\$166,376	\$133,748	\$320,085	\$332,986
September	\$2,114,217	\$2,330,971	\$2,654,725	\$2,132,792	\$2,431,847
October	\$129,886	\$362,181	\$262,771	\$354,223	\$317,443
November	\$50,104	\$71,366	\$58,826	\$68,732	\$64,483
December	\$0	\$0	\$0	\$0	\$0
January	\$0	\$0	\$0	\$0	\$0
February	\$0	\$0	\$0	\$0	\$0
March	\$0	\$0	\$0	\$0	\$0
April	\$0	\$0	\$0	\$0	\$0
TOTAL RECV.	\$5,863,878	\$6,104,134	\$6,376,663	\$6,489,997	\$6,565,495

YEAR TO DATE LAST YEAR: \$6,489,997

YEAR TO DATE THIS YEAR: \$6,565,495

DIFFERENCE: \$75,498

PERCENTAGE OF CHANGE: **1.16%**

BUDGETED REVENUE:

\$6,520,000

PERCENTAGE OF YEAR COMPLETED :

91.67%

PERCENTAGE OF REVENUE TO DATE :

100.70%

PROJECTION OF ANNUAL REVENUE :

\$6,565,495

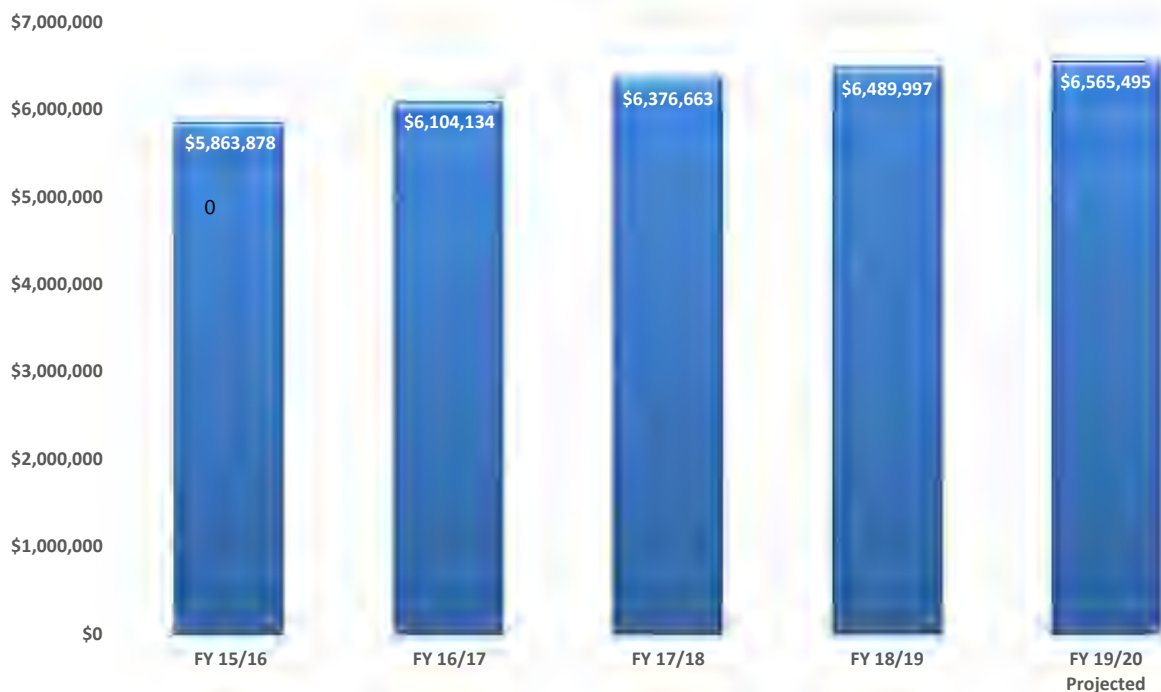
EST. DOLLAR DIFF ACTUAL TO BUDGET

\$45,495

EST. PERCENT DIFF ACTUAL TO BUDGET

0.7%

5 Year Comparison with Current Year Projection

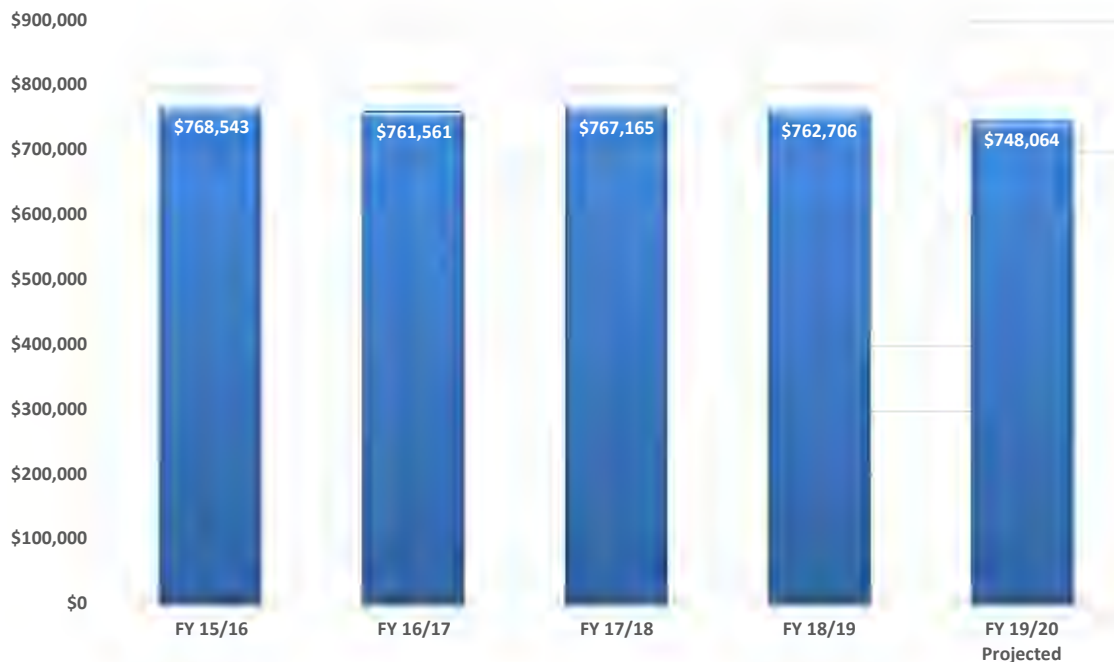


VILLAGE OF ALGONQUIN REVENUE REPORT MOTOR FUEL TAX

MONTH OF COLLECTION	MONTH OF VOUCHER	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
May	June	\$65,613	\$67,911	\$66,699	\$63,323	\$60,948
June	July	\$42,587	\$42,827	\$52,968	\$58,033	\$55,562
July	August	\$75,792	\$68,741	\$69,451	\$68,112	\$69,450
August	September	\$73,025	\$65,281	\$65,600	\$65,680	\$55,143
September	October	\$49,173	\$57,624	\$57,986	\$54,865	\$63,422
October	November	\$63,891	\$66,707	\$66,389	\$71,984	\$59,006
November	December	\$73,997	\$67,966	\$67,661	\$67,773	\$67,472
December	January	\$67,811	\$71,277	\$66,391	\$65,259	\$89,410
January	February	\$65,496	\$67,757	\$67,972	\$65,187	\$52,349
February	March	\$66,009	\$64,602	\$58,888	\$59,288	\$52,195
March	April	\$56,771	\$55,082	\$58,376	\$56,698	\$57,878
April	May	\$68,379	\$65,785	\$68,783	\$66,506	
TOTAL		\$768,543	\$761,561	\$767,165	\$762,706	\$682,836

YEAR TO DATE LAST YEAR:	\$696,200	BUDGETED REVENUE:	\$758,000
YEAR TO DATE THIS YEAR:	\$682,836	PERCENTAGE OF YEAR COMPLETED :	91.67%
DIFFERENCE:	(\$13,365)	PERCENTAGE OF REVENUE TO DATE :	90.08%
		PROJECTION OF ANNUAL REVENUE :	\$748,064.49
PERCENTAGE OF CHANGE:	-1.92%	EST. DOLLAR DIFF ACTUAL TO BUDGET	(\$9,936)
		EST. PERCENT DIFF ACTUAL TO BUDGET	-1.3%

5 Year Comparison with Current Year Projection



VILLAGE OF ALGONQUIN REVENUE REPORT HOME RULE SALES TAX

MONTH OF SALE	MONTH OF COLLECTION	MONTH OF DISTRIBUTION	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
May	June	August	\$ 340,851	\$ 351,045	\$ 359,255	\$ 374,629	\$ 347,668
June	July	September	\$ 360,282	\$ 387,673	\$ 371,195	\$ 384,568	\$ 364,856
July	August	October	\$ 335,802	\$ 342,613	\$ 336,806	\$ 339,901	\$ 332,885
August	September	November	\$ 344,530	\$ 342,141	\$ 346,609	\$ 347,664	\$ 336,850
September	October	December	\$ 337,820	\$ 327,435	\$ 333,204	\$ 338,658	\$ 326,816
October	November	January	\$ 348,800	\$ 336,427	\$ 334,667	\$ 325,520	\$ 352,455
November	December	February	\$ 366,699	\$ 395,952	\$ 381,143	\$ 388,935	\$ 365,659
December	January	March	\$ 491,975	\$ 508,712	\$ 491,659	\$ 468,532	\$ 446,990
January	February	April	\$ 269,758	\$ 283,108	\$ 290,698	\$ 258,655	\$ 260,742
February	March	May	\$ 276,618	\$ 284,683	\$ 277,280	\$ 268,937	\$ 254,467
March	April	June	\$ 336,820	\$ 336,804	\$ 351,185	\$ 333,241	
April	May	July	\$ 310,896	\$ 330,613	\$ 313,728	\$ 318,716	
TOTAL			\$ 4,120,849	\$ 4,227,205	\$ 4,187,426	\$ 4,147,954	\$ 3,389,387

YEAR TO DATE LAST YEAR: \$3,495,997

YEAR TO DATE THIS YEAR: \$3,389,387

DIFFERENCE: -\$106,611

PERCENTAGE OF CHANGE: **-3.05%**

BUDGETED REVENUE: \$4,240,000

PERCENTAGE OF YEAR COMPLETED : 83.33%

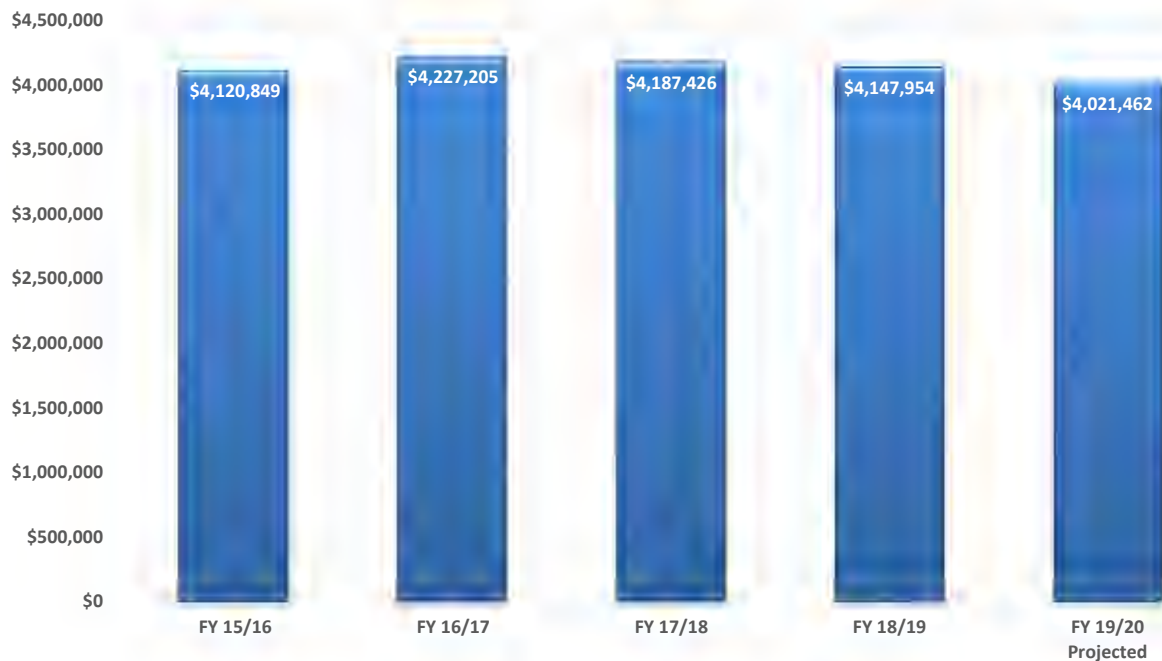
PERCENTAGE OF REVENUE TO DATE : 79.94%

PROJECTION OF ANNUAL REVENUE : \$4,021,462

EST. DOLLAR DIFF ACTUAL TO BUDGET (\$218,538)

EST. PERCENT DIFF ACTUAL TO BUDGET **-5.2%**

5 Year Comparison with Current Year Projection

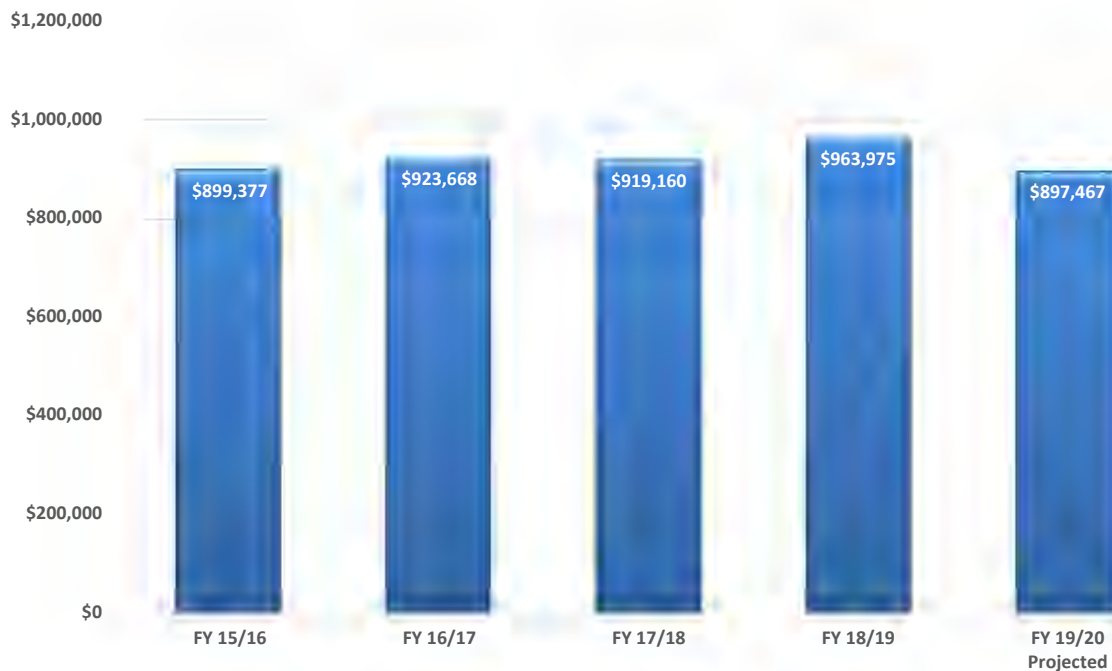


VILLAGE OF ALGONQUIN FINANCIAL REPORT ACTUAL UTILITY TAXES

MONTH OF LIABILITY	MONTH OF COLLECTION	MONTH OF VOUCHER	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
April	May	June	\$57,720	\$58,712	\$61,187	\$67,968	\$62,656
May	June	July	\$71,026	\$71,834	\$73,345	\$73,489	\$62,570
June	July	August	\$71,563	\$88,150	\$80,277	\$89,719	\$81,069
July	August	September	\$86,897	\$93,455	\$79,603	\$86,016	\$91,220
August	September	October	\$86,287	\$87,513	\$68,372	\$87,911	\$71,564
September	October	November	\$61,057	\$62,840	\$71,762	\$61,464	\$65,066
October	November	December	\$60,652	\$60,955	\$68,041	\$66,594	\$63,399
November	December	January	\$79,390	\$20,798	\$80,334	\$86,642	\$83,351
December	January	February	\$96,268	\$162,433	\$108,160	\$92,153	\$89,059
January	February	March	\$84,147	\$18,461	\$81,153	\$96,043	\$84,209
February	March	April	\$77,410	\$135,149	\$81,023	\$86,413	\$78,538
March	April	May	\$66,960	\$63,368	\$65,903	\$69,564	
TOTAL			\$899,377	\$923,668	\$919,160	\$963,975	\$832,702

YEAR TO DATE LAST YEAR:	\$894,412	BUDGETED REVENUE:	\$925,000
YEAR TO DATE THIS YEAR:	\$832,702	PERCENTAGE OF YEAR COMPLETED :	91.67%
DIFFERENCE:	(\$61,709)	PERCENTAGE OF REVENUE TO DATE :	90.02%
		PROJECTION OF ANNUAL REVENUE :	\$897,467
PERCENTAGE OF CHANGE:	-6.90%	EST. DOLLAR DIFF ACTUAL TO BUDGET	-\$27,533
		EST. PERCENT DIFF ACTUAL TO BUDGET	-2.98%

5 Year Comparison with Current Year Projection

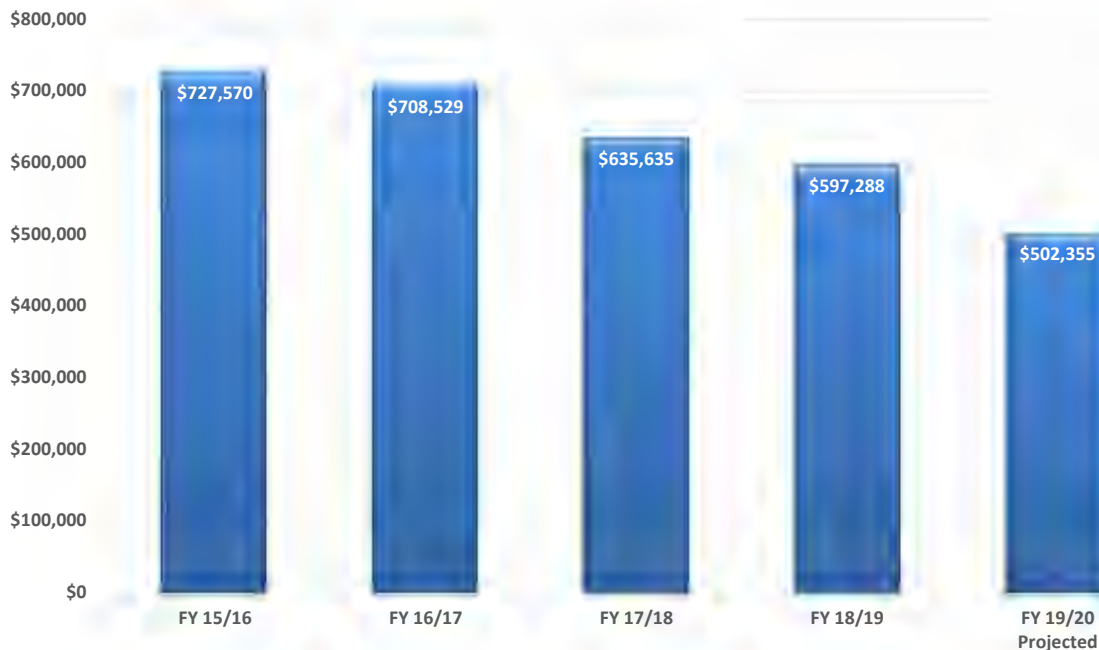


VILLAGE OF ALGONQUIN REVENUE REPORT TELECOMMUNICATION TAX

MONTH OF LIABILITY	MONTH OF COLLECTION	MONTH OF VOUCHER	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
May	June	August	\$41,573	\$62,206	\$57,181	\$52,579	\$42,795
June	July	September	\$42,181	\$61,518	\$51,158	\$51,548	\$40,711
July	August	October	\$66,839	\$61,211	\$54,125	\$50,433	\$41,700
August	September	November	\$65,603	\$62,356	\$53,943	\$51,431	\$39,711
September	October	December	\$64,232	\$58,913	\$51,996	\$48,688	\$41,106
October	November	January	\$65,388	\$58,203	\$52,141	\$49,548	\$44,118
November	December	February	\$59,894	\$60,949	\$50,021	\$47,231	\$59,629
December	January	March	\$71,401	\$59,444	\$52,573	\$49,711	\$43,050
January	February	April	\$61,857	\$56,654	\$53,713	\$45,121	\$38,399
February	March	May	\$60,446	\$55,429	\$54,214	\$63,927	\$37,904
March	April	June	\$65,656	\$58,353	\$54,382	\$45,202	
April	May	July	\$62,499	\$53,291	\$50,189	\$41,869	
TOTAL			\$727,570	\$708,529	\$635,635	\$597,288	\$429,122

YEAR TO DATE LAST YEAR:	\$510,216	BUDGETED REVENUE:	\$585,000
YEAR TO DATE THIS YEAR:	\$429,122	PERCENTAGE OF YEAR COMPLETED :	83.33%
DIFFERENCE:	-\$81,094	PERCENTAGE OF REVENUE TO DATE :	73.35%
		PROJECTION OF ANNUAL REVENUE :	\$502,355
PERCENTAGE OF CHANGE:	-15.89%	EST. DOLLAR DIFF ACTUAL TO BUDGET	(\$82,645)
		EST. PERCENT DIFF ACTUAL TO BUDGET	-14.1%

5 Year Comparison with Current Year Projection

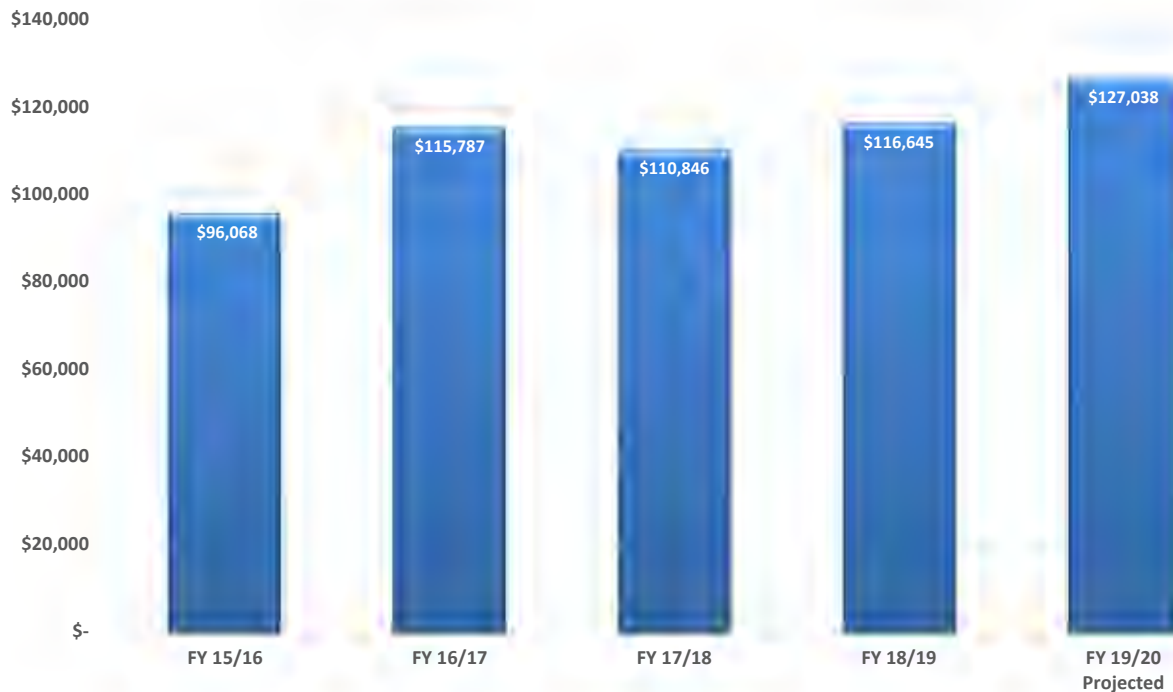


VILLAGE OF ALGONQUIN REVENUE REPORT VIDEO GAMING TERMINAL TAX

MONTH OF WAGER	MONTH OF DISTRIBUTION	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
May	July	\$ 5,596	\$ 9,105	\$ 10,762	\$ 7,908	\$ 12,442
June	August	\$ 5,655	\$ 8,378	\$ 9,611	\$ 7,700	\$ 11,115
July	September	\$ 5,873	\$ 10,709	\$ 9,823	\$ 8,408	\$ 10,273
August	October	\$ 5,487	\$ 9,897	\$ 9,728	\$ 8,241	\$ 10,266
September	November	\$ 4,940	\$ 8,532	\$ 9,271	\$ 9,117	\$ 9,658
October	December	\$ 6,246	\$ 8,366	\$ 8,276	\$ 9,891	\$ 10,522
November	January	\$ 6,713	\$ 9,284	\$ 8,319	\$ 9,101	\$ 11,379
December	February	\$ 6,488	\$ 11,447	\$ 8,899	\$ 10,811	\$ 11,401
January	March	\$ 7,030	\$ 8,538	\$ 7,908	\$ 9,500	\$ 10,443
February	April	\$ 6,694	\$ 9,343	\$ 8,837	\$ 10,312	\$ 11,671
March	May	\$ 20,764	\$ 11,662	\$ 9,913	\$ 14,407	\$ 5,617
April	June	\$ 14,583	\$ 10,525	\$ 9,500	\$ 11,249	\$ -
TOTAL		\$ 96,068	\$ 115,787	\$ 110,846	\$ 116,645	\$ 114,787

YEAR TO DATE LAST YEAR:	\$105,396	BUDGETED REVENUE:	\$105,000
YEAR TO DATE THIS YEAR:	\$114,787	PERCENTAGE OF YEAR COMPLETED :	100.00%
DIFFERENCE:	\$9,391	PERCENTAGE OF REVENUE TO DATE :	109.32%
		PROJECTION OF ANNUAL REVENUE :	\$127,038
PERCENTAGE OF CHANGE:	8.91%	EST. DOLLAR DIFF ACTUAL TO BUDGET	\$22,038
		EST. PERCENT DIFF ACTUAL TO BUDGET	21.0%

5 Year Comparison With Current Year Projection



VILLAGE OF ALGONQUIN REVENUE REPORT WATER FEES

MONTH OF USE	MONTH OF COLLECTION	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
April	May	\$226,359	\$207,597	\$216,658	\$247,036	\$272,230
May	June	\$246,816	\$249,258	\$266,133	\$295,574	\$304,691
June	July	\$246,855	\$295,582	\$273,937	\$287,295	\$310,845
July	August	\$277,054	\$262,880	\$244,376	\$309,765	\$359,203
August	September	\$272,358	\$275,296	\$276,186	\$306,534	\$339,685
September	October	\$242,060	\$261,195	\$281,302	\$283,595	\$302,782
October	November	\$291,696	\$217,796	\$258,348	\$285,424	\$320,373
November	December	\$171,770	\$217,406	\$253,452	\$280,486	\$313,622
December	January	\$250,371	\$250,668	\$268,773	\$298,028	\$325,757
January	February	\$204,234	\$210,433	\$255,343	\$279,511	\$324,348
February	March	\$203,510	\$198,488	\$220,892	\$270,320	\$302,773
March	April	\$248,636	\$233,034	\$256,921	\$284,223	\$326,944
TOTAL		\$3,100,178	\$2,879,633	\$3,072,320	\$3,427,791	\$3,803,252

YEAR TO DATE LAST YEAR: \$3,427,791

YEAR TO DATE THIS YEAR: \$3,803,252

DIFFERENCE: \$375,461

PERCENTAGE OF CHANGE: **10.95%**

BUDGETED REVENUE:

\$3,700,000

PERCENTAGE OF YEAR COMPLETED :

100.00%

PERCENTAGE OF REVENUE TO DATE :

102.79%

PROJECTION OF ANNUAL REVENUE :

\$3,803,252

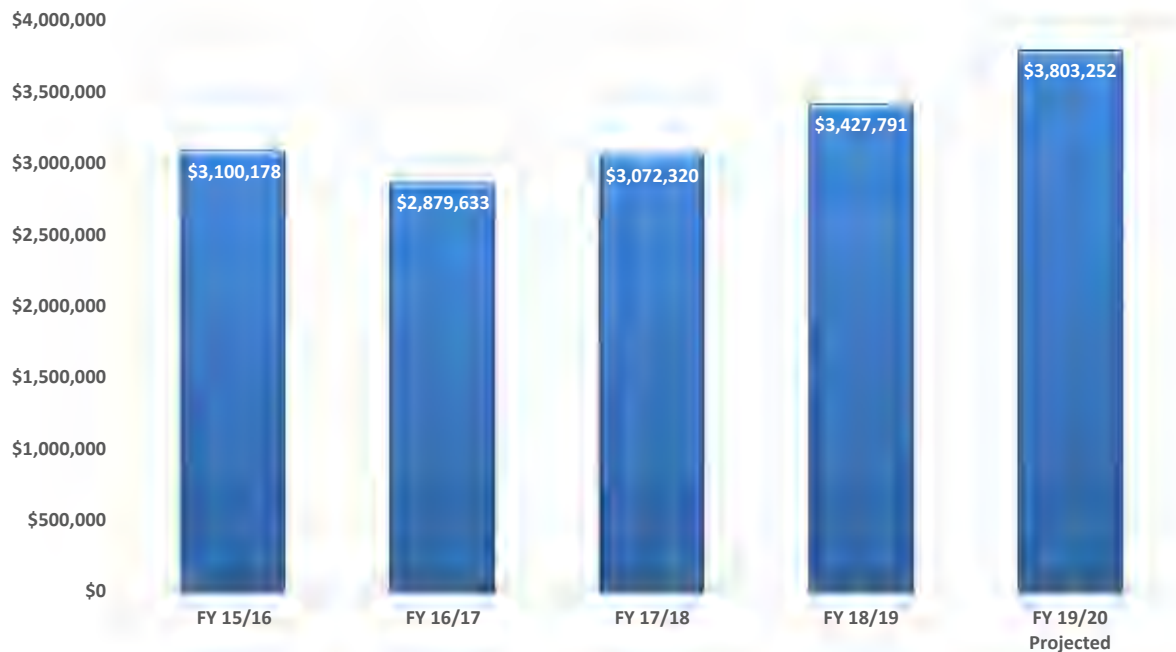
EST. DOLLAR DIFF ACTUAL TO BUDGET

\$103,252

EST. PERCENT DIFF ACTUAL TO BUDGET

2.8%

5 Year Comparison with Current Year Projection



VILLAGE OF ALGONQUIN REVENUE REPORT SEWER FEES

MONTH OF USE	MONTH OF COLLECTION	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
April	May	\$215,477	\$197,449	\$219,504	\$271,356	\$324,448
May	June	\$235,462	\$237,522	\$268,148	\$325,941	\$363,283
June	July	\$235,349	\$281,529	\$279,704	\$315,497	\$369,986
July	August	\$264,092	\$249,838	\$249,531	\$341,825	\$427,861
August	September	\$259,020	\$263,099	\$282,373	\$339,226	\$405,818
September	October	\$231,335	\$249,769	\$287,084	\$313,665	\$361,635
October	November	\$277,633	\$223,205	\$284,936	\$342,202	\$417,284
November	December	\$163,066	\$222,768	\$280,193	\$335,973	\$409,780
December	January	\$238,957	\$257,722	\$295,905	\$356,555	\$424,842
January	February	\$195,305	\$215,346	\$282,523	\$333,811	\$422,010
February	March	\$194,709	\$201,853	\$242,780	\$323,321	\$395,289
March	April	\$237,112	\$237,337	\$282,640	\$341,273	\$426,080
TOTAL		\$2,944,977	\$2,837,437	\$3,255,322	\$3,940,644	\$4,748,316

YEAR TO DATE LAST YEAR:	\$3,940,644	BUDGETED REVENUE:	\$4,600,000
YEAR TO DATE THIS YEAR:	\$4,748,316	PERCENTAGE OF YEAR COMPLETED :	100.00%
DIFFERENCE:	\$807,672	PERCENTAGE OF REVENUE TO DATE :	103.22%
		PROJECTION OF ANNUAL REVENUE :	\$4,748,316
PERCENTAGE OF CHANGE:	20.50%	EST. DOLLAR DIFF ACTUAL TO BUDGET	\$148,316
		EST. PERCENT DIFF ACTUAL TO BUDGET	3.2%

5 Year Comparison with Current Year Projection



VILLAGE OF ALGONQUIN FINANCIAL REPORT WATER & SEWER TAP-ON FEES

MONTH OF COLLECTION	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
May	\$114,358	\$72,302	\$48,698	\$66,000	\$84,658
June	\$42,396	\$42,396	\$15,698	\$55,000	\$110,000
July	\$0	\$58,094	\$42,396	\$88,000	\$138,811
August	\$26,698	\$56,967	\$35,116	\$77,000	\$22,000
September	\$26,698	\$15,698	\$55,000	\$80,432	\$66,000
October	\$22,000	\$38,572	\$64,396	\$150,658	\$11,000
November	\$41,526	\$22,000	\$68,140	\$61,229	\$28,238
December	\$31,396	\$37,698	\$0	\$77,000	\$22,000
January	\$15,698	\$21,348	\$59,408	\$22,000	\$22,000
February	\$15,698	\$26,698	\$106,000	\$66,000	\$22,000
March	\$26,698	\$58,094	\$121,000	\$44,000	\$44,000
April	\$56,038	\$55,698	\$22,000	\$44,000	\$0
TOTAL	\$419,204	\$505,565	\$637,852	\$831,319	\$570,707

YEAR TO DATE LAST YEAR:	\$831,319	BUDGETED REVENUE:	\$500,000
YEAR TO DATE THIS YEAR:	\$570,707	PERCENTAGE OF YEAR COMPLETED :	100.00%
DIFFERENCE:	(\$260,612)	PERCENTAGE OF REVENUE TO DATE :	114.14%
		PROJECTION OF ANNUAL REVENUE :	\$570,707
PERCENTAGE OF CHANGE:	-31.35%	EST. DOLLAR DIFF ACTUAL TO BUDGET	\$70,707
		EST. PERCENT DIFF ACTUAL TO BUDGET	14.1%

5 Year Comparison with Current Year Projection





Village of Algonquin

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VILLAGE OF ALGONQUIN
YTD REVENUE BUDGET REPORT APRIL 2020

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FOR 2020 12

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
01 GENERAL						
000 UNDEFINED						
00 UNDESIGNATED						
31 TAXES						
01000500 31010 SALES TAX	7,750,000	7,750,000	7,595,357.71	517,969.38	154,642.29	98.0%*
01000500 31020 INCOME TAX	3,675,000	3,675,000	4,298,190.94	398,145.65	-623,190.94	117.0%*
01000500 31180 CABLE/VIDEO SERVICE	510,000	510,000	499,784.33	18,809.87	10,215.67	98.0%*
01000500 31190 TELECOMMUNICATION T	100,000	100,000	92,176.99	6,527.76	7,823.01	92.2%*
01000500 31510 RET - POLICE	2,415,000	2,415,000	2,412,862.63	.00	2,137.37	99.9%*
01000500 31520 RET - IMRF	300,000	300,000	299,732.51	.00	267.49	99.9%*
01000500 31530 RET - ROAD & BRIDGE	380,000	380,000	408,895.30	.00	-28,895.30	107.6%*
01000500 31560 RET - INSURANCE	450,000	450,000	449,598.72	.00	401.28	99.9%*
01000500 31570 RET - FICA	450,000	450,000	449,598.72	.00	401.28	99.9%*
01000500 31580 RET - POLICE PENSIO	1,985,000	1,985,000	1,983,248.61	.00	1,751.39	99.9%*
01000500 31590 PERS PROPERTY REPL.	5,000	5,000	13,066.72	146.81	-8,066.72	261.3%*
01000500 31591 PERS PROPERTY REPL.	54,000	54,000	64,854.05	12,445.22	-10,854.05	120.1%*
TOTAL TAXES	18,074,000	18,074,000	18,567,367.23	954,044.69	-493,367.23	102.7%
32 LICENSES & PERMITS						
01000100 32070 PLANNING / ZONING	10,000	10,000	10,757.70	.00	-757.70	107.6%*
01000100 32080 LIQUOR LICENSES	115,000	115,000	131,638.00	182.00	-16,638.00	114.5%*
01000100 32085 LICENSES	65,000	65,000	66,004.00	62.00	-639.00	101.0%*
01000100 32100 BUILDING PERMITS	440,000	440,000	445,371.47	29,480.00	-5,371.47	101.2%*
01000100 32101 SITE DEVELOPMENT FE	1,000	1,000	2,520.00	.00	-1,520.00	252.0%*
01000100 32102 PUBLIC ART FEE	2,000	2,000	1,000.00	.00	1,000.00	50.0%*
01000100 32110 OUTSOURCED SERVICES	25,000	25,000	19,545.00	.00	5,455.00	78.2%*
TOTAL LICENSES & PERMITS	658,000	658,000	676,836.17	29,724.00	-18,471.17	102.9%
33 DONATIONS & GRANTS						
01000100 33008 INTERGOVERNMENTAL A	50,000	50,000	48,430.00	2,610.00	1,570.00	96.9%*



Village of Algonquin

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VILLAGE OF ALGONQUIN
YTD REVENUE BUDGET REPORT APRIL 2020

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FOR 2020 12

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
<u>01000100 33030 DONATIONS-OPER-GEN</u>	50,000	50,000	57,884.26	656.74	-7,884.26	115.8%*
<u>01000100 33100 DONATIONS-MAKEUP TA</u>	45,000	45,000	42,931.73	641.17	2,068.27	95.4%*
<u>01000200 33010 INTERGOVERNMENTAL A</u>	105,000	105,000	234,141.82	.00	-129,141.82	223.0%*
<u>01000200 33031 DONATIONS-OPER-PUB</u>	23,000	23,000	59,312.70	4,246.30	-36,312.70	257.9%*
<u>01000200 33231 GRANTS-OPERATING-PU</u>	0	0	20,081.12	.00	-20,081.12	100.0%*
<u>01000200 33251 GRANTS-CAPITAL-PUB</u>	0	0	31,818.18	31,818.18	-31,818.18	100.0%*
<u>01000300 33012 INTERGOVERNMENTAL A</u>	500	500	.00	.00	500.00	.0%*
<u>01000300 33032 DONATIONS-OPER-PUB</u>	10,000	10,000	53,039.61	882.57	-43,039.61	530.4%*
TOTAL DONATIONS & GRANTS	283,500	283,500	547,639.42	40,854.96	-264,139.42	193.2%

34 CHARGES FOR SERVICES

<u>01000100 34010 HISTORICAL COMMISSI</u>	500	500	120.00	.00	380.00	24.0%*
<u>01000100 34012 REPORTS/MAPS/ORDINA</u>	500	500	456.00	50.00	44.00	91.2%*
<u>01000100 34100 RENTAL INCOME</u>	41,000	41,000	80,342.09	-182.00	-39,342.09	196.0%*
<u>01000100 34101 MAINTENANCE FEE</u>	5,000	5,000	2,483.00	.00	2,517.00	49.7%*
<u>01000100 34105 PLATTING FEES</u>	2,000	2,000	10,600.00	.00	-8,600.00	530.0%*
<u>01000100 34410 RECREATION PROGRAMS</u>	103,000	103,000	68,569.35	-7,539.00	34,430.65	66.6%*
<u>01000100 34720 ADMINISTRATIVE FEES</u>	100	100	.00	.00	100.00	.0%*
<u>01000200 34018 TRUCK WEIGHT PERMIT</u>	10,000	10,000	14,650.00	1,050.00	-4,650.00	146.5%*
<u>01000200 34020 POLICE ACCIDENT REP</u>	5,000	5,000	5,182.00	515.00	-182.00	103.6%*
<u>01000300 34102 PARK USAGE FEES</u>	8,000	8,000	5,220.00	-75.00	2,780.00	65.3%*
<u>01000300 34230 SIGNAGE BILLINGS</u>	200	200	.00	.00	200.00	.0%*
TOTAL CHARGES FOR SERVICES	175,300	175,300	187,622.44	-6,181.00	-12,322.44	107.0%

35 FINES & FORFEITURES

<u>01000100 35012 BUILDING PERMIT FIN</u>	20,000	20,000	19,980.00	2,160.00	20.00	99.9%*
<u>01000100 35095 MUNICIPAL COURT</u>	10,000	10,000	5,231.42	120.00	4,768.58	52.3%*
<u>01000200 35050 POLICE FINES</u>	8,000	8,000	6,842.30	.00	1,157.70	85.5%*
<u>01000200 35053 MUNICIPAL - POLICE</u>	87,000	87,000	58,576.06	2,482.14	28,423.94	67.3%*
<u>01000200 35060 COUNTY - DUI FINES</u>	12,000	12,000	22,541.24	1,756.00	-10,541.24	187.8%*
<u>01000200 35062 COUNTY - COURT FINE</u>	150,000	150,000	121,784.58	11,060.96	28,215.42	81.2%*
<u>01000200 35063 COUNTY - DRUG FINES</u>	500	500	750.00	.00	-250.00	150.0%*
<u>01000200 35064 COUNTY - PROSECUTIO</u>	15,000	15,000	4,267.28	100.00	10,732.72	28.4%*
<u>01000200 35065 COUNTY - VEHICLE FI</u>	10,000	10,000	2,610.00	60.00	7,390.00	26.1%*
<u>01000200 35066 COUNTY - ELECTRONIC</u>	1,000	1,000	2,181.54	230.00	-1,181.54	218.2%*
<u>01000200 35067 COUNTY - WARRANT EX</u>	1,500	1,500	840.00	140.00	660.00	56.0%*



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<u>01000200 35085 ADMINISTRATIVE TOWI</u>	35,000	35,000	40,826.50	2,028.00	-5,826.50	116.6%*
<u>01000200 35090 TRAFFIC LIGHT ENFOR</u>	0	0	8,545.74	79.00	-8,545.74	100.0%*
TOTAL FINES & FORFEITURES	350,000	350,000	294,976.66	20,216.10	55,023.34	84.3%

36 INVESTMENT INCOME

<u>01000500 36001 INTEREST</u>	1,250	1,250	1,061.25	96.15	188.75	84.9%*
<u>01000500 36002 INTEREST - INSURANC</u>	50	50	61.39	2.68	-11.39	122.8%*
<u>01000500 36020 INTEREST - INVESTME</u>	150,700	150,700	129,606.98	3,189.92	21,093.02	86.0%*
<u>01000500 36050 INVESTMENT INCOME -</u>	75,000	75,000	141,738.00	34,833.28	-66,738.00	189.0%*
<u>01000500 36250 GAIN / LOSS ON INVE</u>	0	0	307,839.15	162,151.06	-307,839.15	100.0%*
TOTAL INVESTMENT INCOME	227,000	227,000	580,306.77	200,273.09	-353,306.77	255.6%

37 OTHER INCOME

<u>01000100 37905 SALE OF SURPLUS PRO</u>	30,200	30,200	80,276.46	.00	-50,076.46	265.8%*
<u>01000200 37100 RESTITUTION-PUBLIC</u>	500	500	666.41	.00	-166.41	133.3%*
<u>01000300 37100 RESTITUTION-PUBLIC</u>	15,000	15,000	6,968.13	.00	8,031.87	46.5%*
<u>01000500 37110 INSURANCE CLAIMS</u>	0	0	35,207.27	1,684.00	-35,207.27	100.0%*
<u>01000500 37900 MISCELLANEOUS REVEN</u>	500	500	-2,444.00	31.00	2,944.00	-488.8%
TOTAL OTHER INCOME	46,200	46,200	120,674.27	1,715.00	-74,474.27	261.2%

38 OTHER FINANCING SOUR

<u>01000500 38016 TRANSFER FROM DEVEL</u>	35,000	35,000	35,000.00	35,000.00	.00	100.0%*
TOTAL OTHER FINANCING SOUR	35,000	35,000	35,000.00	35,000.00	.00	100.0%
TOTAL UNDESIGNATED	19,849,000	19,849,000	21,010,422.96	1,275,646.84	-1,161,057.96	105.9%

10 RECREATION

33 DONATIONS & GRANTS

<u>01001100 33025 DONATIONS - RECREAT</u>	4,000	4,000	5,448.28	.00	-1,448.28	136.2%*
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TOTAL DONATIONS & GRANTS	4,000	4,000	5,448.28	.00	-1,448.28	136.2%
TOTAL RECREATION	4,000	4,000	5,448.28	.00	-1,448.28	136.2%
TOTAL UNDEFINED	19,853,000	19,853,000	21,015,871.24	1,275,646.84	-1,162,506.24	105.9%
900 NONDEPARTMENTAL						
00 UNDESIGNATED						
38 OTHER FINANCING SOUR						
<u>01900500 38099 TRANSFER FROM DEBT</u>	0	0	41,562.53	41,562.53	-41,562.53	100.0%*
TOTAL OTHER FINANCING SOUR	0	0	41,562.53	41,562.53	-41,562.53	100.0%
TOTAL UNDESIGNATED	0	0	41,562.53	41,562.53	-41,562.53	100.0%
TOTAL NONDEPARTMENTAL	0	0	41,562.53	41,562.53	-41,562.53	100.0%
TOTAL GENERAL	19,853,000	19,853,000	21,057,433.77	1,317,209.37	-1,204,068.77	106.1%
TOTAL REVENUES	19,853,000	19,853,000	21,057,433.77	1,317,209.37	-1,204,068.77	
02 CEMETERY						
000 UNDEFINED						
00 UNDESIGNATED						
34 CHARGES FOR SERVICES						
<u>02000100 34100 RENTAL INCOME</u>	24,000	24,000	24,070.62	.00	-70.62	100.3%*
<u>02000100 34300 LOTS & GRAVES</u>	5,000	5,000	5,400.00	.00	-400.00	108.0%*
<u>02000100 34310 GRAVE OPENING</u>	12,000	12,000	10,400.00	.00	1,600.00	86.7%*



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<u>02000100 34320 PERPETUAL CARE</u>	1,500	1,500	1,500.00	.00	.00	100.0%*
TOTAL CHARGES FOR SERVICES	42,500	42,500	41,370.62	.00	1,129.38	97.3%
<hr/> 36 INVESTMENT INCOME <hr/>						
<u>02000500 36001 INTEREST</u>	0	0	13.77	.90	-13.77	100.0%*
<u>02000500 36020 INTEREST - INVESTME</u>	4,500	4,500	4,633.54	146.65	-133.54	103.0%*
<u>02000500 36026 INTEREST - CEMETERY</u>	0	0	42.18	3.45	-42.18	100.0%*
TOTAL INVESTMENT INCOME	4,500	4,500	4,689.49	151.00	-189.49	104.2%
TOTAL UNDESIGNATED	47,000	47,000	46,060.11	151.00	939.89	98.0%
TOTAL UNDEFINED	47,000	47,000	46,060.11	151.00	939.89	98.0%
TOTAL CEMETERY	47,000	47,000	46,060.11	151.00	939.89	98.0%
TOTAL REVENUES	47,000	47,000	46,060.11	151.00	939.89	
<hr/> 03 MFT <hr/>						
<hr/> 000 UNDEFINED <hr/>						
<hr/> 00 UNDESIGNATED <hr/>						
<hr/> 33 DONATIONS & GRANTS <hr/>						
<u>03000300 33015 MFT ALLOTMENTS</u>	758,000	758,000	1,086,140.11	95,711.83	-328,140.11	143.3%*
<u>03000300 33017 MFT HIGH GROWTH ALL</u>	36,000	36,000	9,162.00	.00	26,838.00	25.5%*
TOTAL DONATIONS & GRANTS	794,000	794,000	1,095,302.11	95,711.83	-301,302.11	137.9%
<hr/> 36 INVESTMENT INCOME <hr/>						
<u>03000500 36020 INTEREST - INVESTME</u>	51,000	51,000	38,478.79	1,654.78	12,521.21	75.4%*



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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
TOTAL INVESTMENT INCOME	51,000	51,000	38,478.79	1,654.78	12,521.21	75.4%
TOTAL UNDESIGNATED	845,000	845,000	1,133,780.90	97,366.61	-288,780.90	134.2%
TOTAL UNDEFINED	845,000	845,000	1,133,780.90	97,366.61	-288,780.90	134.2%
TOTAL MFT	845,000	845,000	1,133,780.90	97,366.61	-288,780.90	134.2%
TOTAL REVENUES	845,000	845,000	1,133,780.90	97,366.61	-288,780.90	
04 STREET IMPROVEMENT						
000 UNDEFINED						
00 UNDESIGNATED						
31 TAXES						
04000500 31011 HOME RULE SALES TAX	4,240,000	4,240,000	4,055,813.97	260,742.38	184,186.03	95.7%*
04000500 31190 TELECOMMUNICATION T	265,000	265,000	243,997.86	17,279.38	21,002.14	92.1%*
04000500 31495 UTILITY TAX RECEIPT	925,000	925,000	902,266.24	78,538.49	22,733.76	97.5%*
TOTAL TAXES	5,430,000	5,430,000	5,202,078.07	356,560.25	227,921.93	95.8%
33 DONATIONS & GRANTS						
04000300 33032 DONATIONS-OPER-PUB	0	0	5,226.94	.00	-5,226.94	100.0%*
04000300 33052 DONATIONS-CAPITAL-P	0	0	174,922.00	.00	-174,922.00	100.0%*
04000300 33252 GRANTS-CAPITAL-PUB	0	0	50,000.00	.00	-50,000.00	100.0%*
TOTAL DONATIONS & GRANTS	0	0	230,148.94	.00	-230,148.94	100.0%
36 INVESTMENT INCOME						
04000500 36001 INTEREST	500	500	510.46	37.79	-10.46	102.1%*



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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
<u>04000500 36020 INTEREST - INVESTME</u>	144,500	144,500	77,680.05	2,600.57	66,819.95	53.8%*
TOTAL INVESTMENT INCOME	145,000	145,000	78,190.51	2,638.36	66,809.49	53.9%
38 OTHER FINANCING SOUR						
<u>04000500 38001 TRANSFER FROM GENER</u>	3,600,000	3,600,000	3,000,000.00	.00	600,000.00	83.3%*
TOTAL OTHER FINANCING SOUR	3,600,000	3,600,000	3,000,000.00	.00	600,000.00	83.3%
TOTAL UNDESIGNATED	9,175,000	9,175,000	8,510,417.52	359,198.61	664,582.48	92.8%
TOTAL UNDEFINED	9,175,000	9,175,000	8,510,417.52	359,198.61	664,582.48	92.8%
TOTAL STREET IMPROVEMENT	9,175,000	9,175,000	8,510,417.52	359,198.61	664,582.48	92.8%
TOTAL REVENUES	9,175,000	9,175,000	8,510,417.52	359,198.61	664,582.48	
05 SWIMMING POOL						
000 UNDEFINED						
00 UNDESIGNATED						
33 DONATIONS & GRANTS						
<u>05000100 33030 DONATIONS-OPER-GEN</u>	100	100	56.00	.00	44.00	56.0%*
TOTAL DONATIONS & GRANTS	100	100	56.00	.00	44.00	56.0%
34 CHARGES FOR SERVICES						
<u>05000100 34100 RENTAL INCOME</u>	28,000	28,000	28,361.60	.00	-361.60	101.3%*
<u>05000100 34500 SWIMMING FEES - ANN</u>	35,000	35,000	32,195.00	.00	2,805.00	92.0%*
<u>05000100 34510 SWIMMING FEES - DAI</u>	28,000	28,000	25,800.25	.00	2,199.75	92.1%*
<u>05000100 34520 SWIMMING LESSONS</u>	16,500	16,500	15,180.90	-75.00	1,319.10	92.0%*



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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
<u>05000100 34560 CONCESSIONS</u>	9,500	9,500	9,199.39	.00	300.61	96.8%*
TOTAL CHARGES FOR SERVICES	117,000	117,000	110,737.14	-75.00	6,262.86	94.6%
36 INVESTMENT INCOME						
<u>05000500 36001 INTEREST</u>	100	100	4.56	.50	95.44	4.6%*
TOTAL INVESTMENT INCOME	100	100	4.56	.50	95.44	4.6%
38 OTHER FINANCING SOUR						
<u>05000500 38001 TRANSFER FROM GENER</u>	141,500	141,500	182,468.30	488.52	-40,968.30	129.0%*
TOTAL OTHER FINANCING SOUR	141,500	141,500	182,468.30	488.52	-40,968.30	129.0%
TOTAL UNDESIGNATED	258,700	258,700	293,266.00	414.02	-34,566.00	113.4%
TOTAL UNDEFINED	258,700	258,700	293,266.00	414.02	-34,566.00	113.4%
TOTAL SWIMMING POOL	258,700	258,700	293,266.00	414.02	-34,566.00	113.4%
TOTAL REVENUES	258,700	258,700	293,266.00	414.02	-34,566.00	
06 PARK IMPROVEMENT						
000 UNDEFINED						
00 UNDESIGNATED						
31 TAXES						
<u>06000500 31175 VIDEO GAMING TERMIN</u>	105,000	105,000	134,826.95	11,671.43	-29,826.95	128.4%*
<u>06000500 31190 TELECOMMUNICATION T</u>	220,000	220,000	206,042.66	14,591.48	13,957.34	93.7%*
TOTAL TAXES	325,000	325,000	340,869.61	26,262.91	-15,869.61	104.9%
33 DONATIONS & GRANTS						



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<u>06000300 33052 DONATIONS-CAPITAL-P</u>	0	0	183,963.00	.00	-183,963.00	100.0%*
<u>06000300 33152 DONATIONS-REFORESTA</u>	15,000	15,000	2,700.00	.00	12,300.00	18.0%*
<u>06000300 33153 DONATIONS - WATERSH</u>	5,000	5,000	8,935.00	.00	-3,935.00	178.7%*
<u>06000300 33155 DONATIONS-WETLAND M</u>	0	0	2,600.00	.00	-2,600.00	100.0%*
<u>06000300 33232 GRANTS-OPERATING -P</u>	0	0	10,000.00	.00	-10,000.00	100.0%*
TOTAL DONATIONS & GRANTS	20,000	20,000	208,198.00	.00	-188,198.00	1041.0%
<u>36 INVESTMENT INCOME</u>						
<u>06000500 36001 INTEREST</u>	100	100	266.37	19.18	-166.37	266.4%*
<u>06000500 36020 INTEREST - INVESTME</u>	14,900	14,900	13,249.79	467.27	1,650.21	88.9%*
TOTAL INVESTMENT INCOME	15,000	15,000	13,516.16	486.45	1,483.84	90.1%
<u>38 OTHER FINANCING SOUR</u>						
<u>06000500 38001 TRANSFER FROM GENER</u>	0	142,500	142,500.00	.00	.00	100.0%*
TOTAL OTHER FINANCING SOUR	0	142,500	142,500.00	.00	.00	100.0%
TOTAL UNDESIGNATED	360,000	502,500	705,083.77	26,749.36	-202,583.77	140.3%
TOTAL UNDEFINED	360,000	502,500	705,083.77	26,749.36	-202,583.77	140.3%
TOTAL PARK IMPROVEMENT	360,000	502,500	705,083.77	26,749.36	-202,583.77	140.3%
TOTAL REVENUES	360,000	502,500	705,083.77	26,749.36	-202,583.77	
<u>07 WATER & SEWER</u>						
<u>000 UNDEFINED</u>						
<u>00 UNDESIGNATED</u>						
<u>33 DONATIONS & GRANTS</u>						
<u>07000400 33035 DONATIONS-OPERATING</u>	2,000	2,000	8,324.91	42.00	-6,324.91	416.2%*



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TOTAL DONATIONS & GRANTS	2,000	2,000	8,324.91	42.00	-6,324.91	416.2%
34 CHARGES FOR SERVICES						
07000400 34100 RENTAL INCOME	80,000	80,000	51,358.18	27,760.17	28,641.82	64.2%*
07000400 34700 WATER FEES	3,700,000	3,700,000	3,803,251.69	326,943.66	-103,251.69	102.8%*
07000400 34710 SEWER FEES	4,600,000	4,600,000	4,748,315.63	426,080.24	-148,315.63	103.2%*
07000400 34715 INFRASTRUCTURE FEE	1,320,000	1,320,000	1,332,776.00	111,280.00	-12,776.00	101.0%*
07000400 34720 ADMINISTRATIVE FEES	2,000	2,000	3,707.35	262.35	-1,707.35	185.4%*
07000400 34730 W & S LATE CHARGES	66,000	66,000	80,657.18	2,381.44	-14,657.18	122.2%*
07000400 34740 WATER TURN ON CHARG	12,000	12,000	18,304.95	.00	-6,304.95	152.5%*
07000400 34820 METER SALES	40,000	40,000	39,256.00	.00	744.00	98.1%*
TOTAL CHARGES FOR SERVICES	9,820,000	9,820,000	10,077,626.98	894,707.86	-257,626.98	102.6%
36 INVESTMENT INCOME						
07000500 36001 INTEREST	2,000	2,000	3,652.18	258.29	-1,652.18	182.6%*
07000500 36020 INTEREST - INVESTME	70,000	70,000	94,156.64	1,471.64	-24,156.64	134.5%*
07000500 36250 GAIN / LOSS ON INVE	0	0	142,534.12	.00	-142,534.12	100.0%*
TOTAL INVESTMENT INCOME	72,000	72,000	240,342.94	1,729.93	-168,342.94	333.8%
37 OTHER INCOME						
07000400 37100 RESTITUTION	0	0	328.00	.00	-328.00	100.0%*
07000400 37905 SALE OF SURPLUS PRO	10,000	10,000	63,457.22	.00	-53,457.22	634.6%*
TOTAL OTHER INCOME	10,000	10,000	63,785.22	.00	-53,785.22	637.9%
TOTAL UNDESIGNATED	9,904,000	9,904,000	10,390,080.05	896,479.79	-486,080.05	104.9%
TOTAL UNDEFINED	9,904,000	9,904,000	10,390,080.05	896,479.79	-486,080.05	104.9%
TOTAL WATER & SEWER	9,904,000	9,904,000	10,390,080.05	896,479.79	-486,080.05	104.9%
TOTAL REVENUES	9,904,000	9,904,000	10,390,080.05	896,479.79	-486,080.05	

12 WATER & SEWER IMPROVEMENT

000 UNDEFINED



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00 UNDESIGNATED						
34 CHARGES FOR SERVICES						
12000400 34800 WATER TAP-ONS	265,000	265,000	309,801.00	.00	-44,801.00	116.9%*
12000400 34810 SEWER TAP-ONS	235,000	235,000	260,906.00	.00	-25,906.00	111.0%*
TOTAL CHARGES FOR SERVICES	500,000	500,000	570,707.00	.00	-70,707.00	114.1%
36 INVESTMENT INCOME						
12000500 36001 INTEREST	300	300	328.58	17.34	-28.58	109.5%*
12000500 36020 INTEREST - INVESTME	94,700	94,700	24,484.11	1,305.56	70,215.89	25.9%*
TOTAL INVESTMENT INCOME	95,000	95,000	24,812.69	1,322.90	70,187.31	26.1%
38 OTHER FINANCING SOUR						
12000500 38007 TRANSFER FROM W&S O	5,906,700	5,906,700	4,332,776.00	111,280.00	1,573,924.00	73.4%*
TOTAL OTHER FINANCING SOUR	5,906,700	5,906,700	4,332,776.00	111,280.00	1,573,924.00	73.4%
TOTAL UNDESIGNATED	6,501,700	6,501,700	4,928,295.69	112,602.90	1,573,404.31	75.8%
TOTAL UNDEFINED	6,501,700	6,501,700	4,928,295.69	112,602.90	1,573,404.31	75.8%
TOTAL WATER & SEWER IMPROVEMENT	6,501,700	6,501,700	4,928,295.69	112,602.90	1,573,404.31	75.8%
TOTAL REVENUES	6,501,700	6,501,700	4,928,295.69	112,602.90	1,573,404.31	
16 DEVELOPMENT FUND						
000 UNDEFINED						
00 UNDESIGNATED						
31 TAXES						



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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
<u>16000500 31496 HOTEL TAX RECEIPTS</u>	46,000	46,000	47,305.87	.00	-1,305.87	102.8%*
TOTAL TAXES	46,000	46,000	47,305.87	.00	-1,305.87	102.8%
<u>34 CHARGES FOR SERVICES</u>						
<u>16000300 34106 CUL DE SAC FEES</u>	0	0	6,000.00	.00	-6,000.00	100.0%*
TOTAL CHARGES FOR SERVICES	0	0	6,000.00	.00	-6,000.00	100.0%
<u>36 INVESTMENT INCOME</u>						
<u>16000500 36015 INTEREST - CUL DE S</u>	9,500	9,500	3.28	.48	9,496.72	.0%*
<u>16000500 36016 INTEREST - HOTEL TA</u>	2,500	2,500	176.56	13.75	2,323.44	7.1%*
<u>16000500 36017 INTEREST - INV POOL</u>	0	0	8,514.07	238.52	-8,514.07	100.0%*
<u>16000500 36018 INTEREST - INV POOL</u>	0	0	2,935.73	82.89	-2,935.73	100.0%*
TOTAL INVESTMENT INCOME	12,000	12,000	11,629.64	335.64	370.36	96.9%
TOTAL UNDESIGNATED	58,000	58,000	64,935.51	335.64	-6,935.51	112.0%
TOTAL UNDEFINED	58,000	58,000	64,935.51	335.64	-6,935.51	112.0%
TOTAL DEVELOPMENT FUND	58,000	58,000	64,935.51	335.64	-6,935.51	112.0%
TOTAL REVENUES	58,000	58,000	64,935.51	335.64	-6,935.51	
<u>24 VILLAGE CONSTRUCTION</u>						
<u>000 UNDEFINED</u>						
<u>00 UNDESIGNATED</u>						
<u>33 DONATIONS & GRANTS</u>						
<u>24000100 33050 DONATIONS-CAPITAL-G</u>	6,400	6,400	400.00	.00	6,000.00	6.3%*



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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
TOTAL DONATIONS & GRANTS	6,400	6,400	400.00	.00	6,000.00	6.3%
36 INVESTMENT INCOME						
<u>24000500 36001 INTEREST</u>	25	25	22.72	1.17	2.28	90.9%*
<u>24000500 36020 INTEREST - INVESTME</u>	375	375	431.04	13.52	-56.04	114.9%*
TOTAL INVESTMENT INCOME	400	400	453.76	14.69	-53.76	113.4%
TOTAL UNDESIGNATED	6,800	6,800	853.76	14.69	5,946.24	12.6%
TOTAL UNDEFINED	6,800	6,800	853.76	14.69	5,946.24	12.6%
TOTAL VILLAGE CONSTRUCTION	6,800	6,800	853.76	14.69	5,946.24	12.6%
TOTAL REVENUES	6,800	6,800	853.76	14.69	5,946.24	
28 BUILDING MAINT. SERVICE						
000 UNDEFINED						
00 UNDESIGNATED						
33 DONATIONS & GRANTS						
<u>28 33160 DONATIONS</u>	0	0	120.00	10.00	-120.00	100.0%*
TOTAL DONATIONS & GRANTS	0	0	120.00	10.00	-120.00	100.0%
34 CHARGES FOR SERVICES						
<u>28 34900 SERVICE FUND BILLINGS</u>	862,000	862,000	768,588.52	23,302.58	93,411.48	89.2%*
TOTAL CHARGES FOR SERVICES	862,000	862,000	768,588.52	23,302.58	93,411.48	89.2%
37 OTHER INCOME						
<u>28 37905 SALE OF SURPLUS PROPERTY</u>	0	0	24,549.00	.00	-24,549.00	100.0%*



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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
TOTAL OTHER INCOME	0	0	24,549.00	.00	-24,549.00	100.0%
TOTAL UNDESIGNATED	862,000	862,000	793,257.52	23,312.58	68,742.48	92.0%
TOTAL UNDEFINED	862,000	862,000	793,257.52	23,312.58	68,742.48	92.0%
TOTAL BUILDING MAINT. SERVICE	862,000	862,000	793,257.52	23,312.58	68,742.48	92.0%
TOTAL REVENUES	862,000	862,000	793,257.52	23,312.58	68,742.48	
29 VEHICLE MAINT. SERVICE						
000 UNDEFINED						
00 UNDESIGNATED						
33 DONATIONS & GRANTS						
29 33160 DONATIONS	0	0	150.00	10.00	-150.00	100.0%*
TOTAL DONATIONS & GRANTS	0	0	150.00	10.00	-150.00	100.0%
34 CHARGES FOR SERVICES						
29 34900 SERVICE FUND BILLINGS	822,000	822,000	640,927.69	94,868.59	181,072.31	78.0%*
29 34920 FUEL BILLINGS	194,500	194,500	168,611.16	12,437.93	25,888.84	86.7%*
29 34921 FIRE DISTRICT FUEL BILLIN	43,500	43,500	45,773.07	6,410.74	-2,273.07	105.2%*
29 34922 FLEET MAINT. BILLINGS	100,000	100,000	86,028.02	2,578.16	13,971.98	86.0%*
TOTAL CHARGES FOR SERVICES	1,160,000	1,160,000	941,339.94	116,295.42	218,660.06	81.1%
37 OTHER INCOME						
29 37905 SALE OF SURPLUS PROPERTY	0	0	1,458.00	.00	-1,458.00	100.0%*
TOTAL OTHER INCOME	0	0	1,458.00	.00	-1,458.00	100.0%
TOTAL UNDESIGNATED	1,160,000	1,160,000	942,947.94	116,305.42	217,052.06	81.3%
TOTAL UNDEFINED	1,160,000	1,160,000	942,947.94	116,305.42	217,052.06	81.3%



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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
TOTAL VEHICLE MAINT. SERVICE	1,160,000	1,160,000	942,947.94	116,305.42	217,052.06	81.3%
TOTAL REVENUES	1,160,000	1,160,000	942,947.94	116,305.42	217,052.06	
32 DOWNTOWN TIF DISTRICT						
000 UNDEFINED						
00 UNDESIGNATED						
31 TAXES						
<u>32000500 31565 RET - DOWNTOWN TIF</u>	540,000	540,000	561,559.03	.00	-21,559.03	104.0%*
TOTAL TAXES	540,000	540,000	561,559.03	.00	-21,559.03	104.0%
33 DONATIONS & GRANTS						
<u>32000300 33050 DONATIONS-CAPITAL-G</u>	0	0	31,527.05	.00	-31,527.05	100.0%*
TOTAL DONATIONS & GRANTS	0	0	31,527.05	.00	-31,527.05	100.0%
36 INVESTMENT INCOME						
<u>32000500 36001 INTEREST</u>	200	200	729.67	66.80	-529.67	364.8%*
TOTAL INVESTMENT INCOME	200	200	729.67	66.80	-529.67	364.8%
TOTAL UNDESIGNATED	540,200	540,200	593,815.75	66.80	-53,615.75	109.9%
TOTAL UNDEFINED	540,200	540,200	593,815.75	66.80	-53,615.75	109.9%
TOTAL DOWNTOWN TIF DISTRICT	540,200	540,200	593,815.75	66.80	-53,615.75	109.9%
TOTAL REVENUES	540,200	540,200	593,815.75	66.80	-53,615.75	
53 POLICE PENSION						
000 UNDEFINED						



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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
00 UNDESIGNATED						
36 INVESTMENT INCOME						
<u>53 36145 INVESTMENT INCOME - PP</u>	1,940,000	1,940,000	773,082.86	.00	1,166,917.14	39.8%*
<u>53 36250 GAIN / LOSS ON INVESTMENT</u>	0	0	-2,549,101.95	.00	2,549,101.95	100.0%
TOTAL INVESTMENT INCOME	1,940,000	1,940,000	-1,776,019.09	.00	3,716,019.09	-91.5%
37 OTHER INCOME						
<u>53 37010 EMPLOYEE CONTRIBUTIONS</u>	434,000	434,000	421,174.04	.00	12,825.96	97.0%*
<u>53 37020 EMPLOYER CONTRIBUTIONS</u>	1,985,000	1,985,000	1,985,000.00	.00	.00	100.0%*
<u>53 37030 PENSION PRIOR YEAR CONTRI</u>	10,885	10,885	9,926.78	.00	958.22	91.2%*
<u>53 37032 PENSION INTEREST FROM MEM</u>	615	615	588.56	.00	26.44	95.7%*
<u>53 37900 MISCELLANEOUS REVENUE</u>	0	0	1,136.78	.00	-1,136.78	100.0%*
TOTAL OTHER INCOME	2,430,500	2,430,500	2,417,826.16	.00	12,673.84	99.5%
TOTAL UNDESIGNATED	4,370,500	4,370,500	641,807.07	.00	3,728,692.93	14.7%
TOTAL UNDEFINED	4,370,500	4,370,500	641,807.07	.00	3,728,692.93	14.7%
TOTAL POLICE PENSION	4,370,500	4,370,500	641,807.07	.00	3,728,692.93	14.7%
TOTAL REVENUES	4,370,500	4,370,500	641,807.07	.00	3,728,692.93	
99 DEBT SERVICE						
000 UNDEFINED						
00 UNDESIGNATED						
36 INVESTMENT INCOME						
<u>99000500 36001 INTEREST</u>	10,000	10,000	.24	.00	9,999.76	.0%*



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	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
<u>99000500 36020 INTEREST - INVESTME</u>	0	0	10,705.48	.00	-10,705.48	100.0%*
TOTAL INVESTMENT INCOME	10,000	10,000	10,705.72	.00	-705.72	107.1%
TOTAL UNDESIGNATED	10,000	10,000	10,705.72	.00	-705.72	107.1%
TOTAL UNDEFINED	10,000	10,000	10,705.72	.00	-705.72	107.1%
TOTAL DEBT SERVICE	10,000	10,000	10,705.72	.00	-705.72	107.1%
TOTAL REVENUES	10,000	10,000	10,705.72	.00	-705.72	
GRAND TOTAL	53,951,900	54,094,400	50,112,741.08	2,950,206.79	3,982,023.92	92.6%

** END OF REPORT - Generated by Amanda Lichtenberger **



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01 GENERAL							
100 GENERAL SVCS. ADMINISTRATION							
00 UNDESIGNATED							
41 PERSONNEL							
<u>01100100 41103 IMRF</u>	103,000	92,500	94,850.63	8,856.69	.00	-2,350.63	102.5%*
<u>01100100 41104 FICA</u>	85,000	75,000	72,534.01	6,256.43	.00	2,465.99	96.7%
<u>01100100 41105 SUI</u>	2,000	1,600	1,232.30	47.33	.00	367.70	77.0%
<u>01100100 41106 INSURANCE</u>	155,000	144,000	131,840.67	10,739.38	.00	12,159.33	91.6%
<u>01100100 41110 SALARIES</u>	1,028,000	916,000	940,518.79	78,171.42	.00	-24,518.79	102.7%*
<u>01100100 41130 SALARY ELECTED</u>	57,000	57,000	57,000.00	4,750.00	.00	.00	100.0%
<u>01100100 41140 OVERTIME</u>	3,000	3,000	3,666.99	311.31	.00	-666.99	122.2%*
TOTAL PERSONNEL	1,433,000	1,289,100	1,301,643.39	109,132.56	.00	-12,543.39	101.0%
42 CONTRACTUAL SERVICES							
<u>01100100 42210 TELEPHONE</u>	20,800	20,800	20,067.32	3,280.23	12.87	719.81	96.5%
<u>01100100 42211 NATURAL GAS</u>	0	0	255.51	.00	.00	-255.51	100.0%*
<u>01100100 42225 BANK PROCESSING FEE</u>	300	300	606.26	43.62	.00	-306.26	202.1%*
<u>01100100 42228 INVESTMENT MANAGEME</u>	5,000	5,000	5,447.00	1,396.00	.00	-447.00	108.9%*
<u>01100100 42230 LEGAL SERVICES</u>	50,000	50,000	48,444.12	11,371.25	.00	1,555.88	96.9%
<u>01100100 42231 AUDIT SERVICES</u>	29,800	29,800	29,878.97	.00	.00	-78.97	100.3%*
<u>01100100 42234 PROFESSIONAL SERVIC</u>	100,500	100,500	88,540.98	10,102.79	14,389.06	-2,430.04	102.4%*
<u>01100100 42242 PUBLICATIONS</u>	2,200	2,200	1,996.78	330.00	.00	203.22	90.8%
<u>01100100 42243 PRINTING & ADVERTIS</u>	6,500	6,500	4,832.87	.00	.00	1,667.13	74.4%
<u>01100100 42245 VILLAGE COMMUNICATI</u>	16,000	16,000	16,671.75	2,151.03	.00	-671.75	104.2%*
<u>01100100 42260 PHYSICAL EXAMS</u>	0	0	70.00	.00	.00	-70.00	100.0%*
<u>01100100 42272 LEASES - NON CAPITA</u>	6,100	6,100	10,529.67	1,099.23	249.08	-4,678.75	176.7%*
<u>01100100 42305 MUNICIPAL COURT</u>	7,000	7,000	4,783.35	.00	1,416.65	800.00	88.6%
TOTAL CONTRACTUAL SERVICES	244,200	244,200	232,124.58	29,774.15	16,067.66	-3,992.24	101.6%
43 COMMODITIES							
<u>01100100 43308 OFFICE SUPPLIES</u>	7,600	7,600	5,354.18	326.48	2,059.08	186.74	97.5%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>01100100 43317 POSTAGE</u>	12,000	12,000	4,816.98	-1,068.26	170.08	7,012.94	41.6%
<u>01100100 43320 SMALL TOOLS & SUPPL</u>	500	2,000	3,335.15	1,904.73	.00	-1,335.15	166.8%*
<u>01100100 43332 OFFICE FURNITURE &</u>	1,000	1,000	.00	.00	.00	1,000.00	.0%
<u>01100100 43333 IT EQUIPMENT & SUPP</u>	17,900	17,900	17,001.73	.00	523.24	375.03	97.9%
<u>01100100 43340 FUEL</u>	400	400	293.43	21.63	.00	106.57	73.4%
TOTAL COMMODITIES	39,400	40,900	30,801.47	1,184.58	2,752.40	7,346.13	82.0%
44 MAINTENANCE							
<u>01100100 44420 MAINT - VEHICLES</u>	4,000	4,000	3,028.18	314.33	.00	971.82	75.7%
<u>01100100 44423 MAINT - BUILDING</u>	112,000	112,000	107,256.89	3,780.28	.00	4,743.11	95.8%
<u>01100100 44426 MAINT - OFFICE EQUI</u>	4,000	4,000	3,267.08	162.13	238.00	494.92	87.6%
TOTAL MAINTENANCE	120,000	120,000	113,552.15	4,256.74	238.00	6,209.85	94.8%
45 CAPITAL IMPROVEMENT							
<u>01100100 45590 CAPITAL PURCHASE</u>	66,500	66,500	.00	.00	.00	66,500.00	.0%
<u>01100100 45597 CAPITAL LEASE PAYME</u>	9,000	4,000	.00	.00	.00	4,000.00	.0%
TOTAL CAPITAL IMPROVEMENT	75,500	70,500	.00	.00	.00	70,500.00	.0%
47 OTHER EXPENSES							
<u>01100100 47701 RECREATION PROGRAMS</u>	152,000	0	.00	.00	.00	.00	.0%
<u>01100100 47740 TRAVEL/TRAINING/DUE</u>	36,650	35,150	25,938.98	2,571.28	.00	9,211.02	73.8%
<u>01100100 47741 ELECTED OFFICIALS E</u>	1,000	1,000	601.00	.00	.00	399.00	60.1%
<u>01100100 47743 ENVIRONMENTAL PROGR</u>	500	500	13.48	.00	.00	486.52	2.7%
<u>01100100 47745 PRESIDENTS EXPENSES</u>	1,000	1,000	268.00	.00	.00	732.00	26.8%
<u>01100100 47750 HISTORIC COMMISSION</u>	3,600	3,600	552.70	52.70	.00	3,047.30	15.4%
<u>01100100 47760 UNIFORMS & SAFETY I</u>	1,000	1,000	.00	.00	.00	1,000.00	.0%
<u>01100100 47765 SALES TAX REBATE EX</u>	250,000	250,000	249,916.11	74,090.93	.00	83.89	100.0%
<u>01100100 47769 MISCELLANEOUS EXPEN</u>	0	0	3.27	.00	.00	-3.27	100.0%*
<u>01100600 47790 INTEREST EXPENSE</u>	150	150	1,255.27	153.01	.00	-1,105.27	836.8%*
TOTAL OTHER EXPENSES	445,900	292,400	278,548.81	76,867.92	.00	13,851.19	95.3%
TOTAL UNDESIGNATED	2,358,000	2,057,100	1,956,670.40	221,215.95	19,058.06	81,371.54	96.0%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 RECREATION							
41 PERSONNEL							
01101100 41103 IMRF	0	10,500	9,198.71	849.46	.00	1,301.29	87.6%
01101100 41104 FICA	0	10,000	7,245.47	597.78	.00	2,754.53	72.5%
01101100 41105 SUI	0	400	218.76	11.32	.00	181.24	54.7%
01101100 41106 INSURANCE	0	11,000	11,120.08	1,100.32	.00	-120.08	101.1%*
01101100 41110 SALARIES	0	112,000	99,156.36	8,221.80	.00	12,843.64	88.5%
01101100 41113 SALARY RECREATION I	12,000	12,000	2,194.61	.00	.00	9,805.39	18.3%
TOTAL PERSONNEL	12,000	155,900	129,133.99	10,780.68	.00	26,766.01	82.8%
42 CONTRACTUAL SERVICES							
01101100 42210 TELEPHONE	0	700	1,290.77	224.98	.00	-590.77	184.4%*
01101100 42225 BANK PROCESSING FEE	0	300	1,052.60	36.93	.00	-752.60	350.9%*
01101100 42234 PROFESSIONAL SERVIC	0	7,500	4,939.00	367.75	.00	2,561.00	65.9%
01101100 42243 PRINTING & ADVERTIS	0	18,000	14,094.26	4,076.92	386.02	3,519.72	80.4%
TOTAL CONTRACTUAL SERVICES	0	26,500	21,376.63	4,706.58	386.02	4,737.35	82.1%
43 COMMODITIES							
01101100 43308 OFFICE SUPPLIES	0	350	74.50	20.05	145.55	129.95	62.9%
01101100 43317 POSTAGE	0	6,300	5,953.37	.50	.00	346.63	94.5%
01101100 43332 OFFICE FURNITURE &	0	1,000	356.26	334.17	.00	643.74	35.6%
01101100 43333 IT EQUIPMENT & SUPP	0	3,100	3,100.00	.00	.00	.00	100.0%
TOTAL COMMODITIES	0	10,750	9,484.13	354.72	145.55	1,120.32	89.6%
47 OTHER EXPENSES							
01101100 47701 RECREATION PROGRAMS	0	110,750	67,157.42	2,158.26	27,058.26	16,534.32	85.1%
01101100 47740 TRAVEL/TRAINING/DUE	0	3,500	1,472.36	.00	.00	2,027.64	42.1%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>01101100 47760 UNIFORMS & SAFETY I</u>	0	500	74.35	.00	.00	425.65	14.9%
TOTAL OTHER EXPENSES	0	114,750	68,704.13	2,158.26	27,058.26	18,987.61	83.5%
TOTAL RECREATION	12,000	307,900	228,698.88	18,000.24	27,589.83	51,611.29	83.2%
TOTAL GENERAL SVCS. ADMINISTRATIO	2,370,000	2,365,000	2,185,369.28	239,216.19	46,647.89	132,982.83	94.4%
200 POLICE							
00 UNDESIGNATED							
41 PERSONNEL							
<u>01200200 41102 PENSION CONTRIBUTIO</u>	1,985,000	1,985,000	1,985,000.00	.00	.00	.00	100.0%
<u>01200200 41103 IMRF</u>	48,000	48,000	39,530.11	3,773.70	.00	8,469.89	82.4%
<u>01200200 41104 FICA</u>	398,000	398,000	383,331.52	30,821.19	.00	14,668.48	96.3%
<u>01200200 41105 SUI</u>	6,500	6,500	5,509.87	17.48	.00	990.13	84.8%
<u>01200200 41106 INSURANCE</u>	681,000	681,000	615,991.34	54,442.84	.00	65,008.66	90.5%
<u>01200200 41110 SALARIES</u>	467,000	467,000	402,259.57	33,165.69	.00	64,740.43	86.1%
<u>01200200 41120 SALARY SWORN OFFICE</u>	4,416,000	4,416,000	4,470,912.56	366,250.07	.00	-54,912.56	101.2%*
<u>01200200 41122 SALARY CROSSING GUA</u>	17,500	17,500	14,206.26	.00	.00	3,293.74	81.2%
<u>01200200 41140 OVERTIME</u>	260,000	260,000	294,810.95	13,094.37	.00	-34,810.95	113.4%*
TOTAL PERSONNEL	8,279,000	8,279,000	8,211,552.18	501,565.34	.00	67,447.82	99.2%
42 CONTRACTUAL SERVICES							
<u>01200200 42210 TELEPHONE</u>	31,500	31,500	31,199.65	5,048.46	.00	300.35	99.0%
<u>01200200 42211 NATURAL GAS</u>	1,000	1,000	.00	.00	.00	1,000.00	.0%
<u>01200200 42212 ELECTRIC</u>	600	600	352.69	59.40	247.31	.00	100.0%
<u>01200200 42215 ALARM LINES</u>	58,000	58,000	50,929.76	6,771.03	.00	7,070.24	87.8%
<u>01200200 42225 BANK PROCESSING FEE</u>	200	200	713.44	100.15	.00	-513.44	356.7%*
<u>01200200 42230 LEGAL SERVICES</u>	100,000	100,000	99,742.38	14,538.50	.00	257.62	99.7%
<u>01200200 42234 PROFESSIONAL SERVIC</u>	28,300	28,300	22,981.54	757.58	189.72	5,128.74	81.9%
<u>01200200 42242 PUBLICATIONS</u>	1,400	1,400	344.89	.00	.00	1,055.11	24.6%
<u>01200200 42243 PRINTING & ADVERTIS</u>	4,000	4,000	1,475.07	309.95	49.00	2,475.93	38.1%
<u>01200200 42250 SEECOM</u>	610,000	610,000	611,141.92	.00	.00	-1,141.92	100.2%*



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>01200200 42260 PHYSICAL EXAMS</u>	0	0	345.00	.00	.00	-345.00	100.0%*
<u>01200200 42270 EQUIPMENT RENTAL</u>	33,300	30,000	23,927.23	4,041.52	222.52	5,850.25	80.5%
<u>01200200 42272 LEASES - NON CAPITA</u>	4,200	4,200	5,755.98	570.51	1,800.00	-3,355.98	179.9%*
TOTAL CONTRACTUAL SERVICES	872,500	869,200	848,909.55	32,197.10	2,508.55	17,781.90	98.0%

43 COMMODITIES

<u>01200200 43308 OFFICE SUPPLIES</u>	10,000	10,000	7,084.62	278.93	55.13	2,860.25	71.4%
<u>01200200 43309 MATERIALS</u>	37,800	34,100	27,901.83	1,819.23	57.63	6,140.54	82.0%
<u>01200200 43317 POSTAGE</u>	3,400	3,400	2,684.01	285.28	.00	715.99	78.9%
<u>01200200 43320 SMALL TOOLS & SUPPL</u>	28,700	21,700	20,026.32	9,000.15	.00	1,673.68	92.3%
<u>01200200 43332 OFFICE FURNITURE &</u>	1,800	1,800	777.20	722.10	.00	1,022.80	43.2%
<u>01200200 43333 IT EQUIPMENT & SUPP</u>	11,700	25,700	23,375.84	10,706.95	447.31	1,876.85	92.7%
<u>01200200 43335 VEHICLES & EQUIP (N</u>	39,000	39,000	25,243.61	255.90	.00	13,756.39	64.7%
<u>01200200 43340 FUEL</u>	77,000	77,000	64,434.10	5,185.06	463.05	12,102.85	84.3%
<u>01200200 43364 D.A.R.E. / COMMUNIT</u>	10,000	10,000	5,128.30	.00	.00	4,871.70	51.3%
TOTAL COMMODITIES	219,400	222,700	176,655.83	28,253.60	1,023.12	45,021.05	79.8%

44 MAINTENANCE

<u>01200200 44420 MAINT - VEHICLES</u>	140,000	140,000	104,339.90	18,888.90	.00	35,660.10	74.5%
<u>01200200 44421 MAINT - EQUIPMENT</u>	15,000	15,000	11,502.61	3,036.27	.00	3,497.39	76.7%
<u>01200200 44422 MAINT - RADIOS</u>	4,000	4,000	3,610.00	.00	.00	390.00	90.3%
<u>01200200 44423 MAINT - BUILDING</u>	161,000	161,000	119,862.88	4,548.55	.00	41,137.12	74.4%
<u>01200200 44426 MAINT - OFFICE EQUI</u>	8,700	8,700	6,624.46	.00	.00	2,075.54	76.1%
TOTAL MAINTENANCE	328,700	328,700	245,939.85	26,473.72	.00	82,760.15	74.8%

45 CAPITAL IMPROVEMENT

<u>01200200 45590 CAPITAL PURCHASE</u>	112,800	112,800	100,561.98	72,668.00	1,350.00	10,888.02	90.3%
<u>01200200 45597 CAPITAL LEASE PAYME</u>	7,000	7,000	.00	.00	.00	7,000.00	.0%
TOTAL CAPITAL IMPROVEMENT	119,800	119,800	100,561.98	72,668.00	1,350.00	17,888.02	85.1%

47 OTHER EXPENSES

<u>01200200 47720 BOARD OF POLICE COM</u>	4,700	4,700	2,204.00	.00	.00	2,496.00	46.9%
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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>01200200 47730 EMERGENCY SERVICE D</u>	8,300	8,300	.00	.00	.00	8,300.00	.0%
<u>01200200 47740 TRAVEL/TRAINING/DUE</u>	60,000	60,000	41,664.33	2,627.92	116.00	18,219.67	69.6%
<u>01200200 47760 UNIFORMS & SAFETY I</u>	62,000	62,000	51,029.95	5,258.05	5,513.00	5,457.05	91.2%
<u>01200200 47770 INVESTIGATIONS</u>	2,000	2,000	492.00	492.00	.00	1,508.00	24.6%
<u>01200600 47790 INTEREST EXPENSE</u>	600	600	940.38	164.44	.00	-340.38	156.7%*
TOTAL OTHER EXPENSES	137,600	137,600	96,330.66	8,542.41	5,629.00	35,640.34	74.1%
TOTAL UNDESIGNATED	9,957,000	9,957,000	9,679,950.05	669,700.17	10,510.67	266,539.28	97.3%
TOTAL POLICE	9,957,000	9,957,000	9,679,950.05	669,700.17	10,510.67	266,539.28	97.3%
300 COMMUNITY DEVELOPMENT							
00 UNDESIGNATED							
41 PERSONNEL							
<u>01300100 41103 IMRF</u>	72,000	72,000	68,737.65	5,417.73	.00	3,262.35	95.5%
<u>01300100 41104 FICA</u>	56,000	56,000	53,609.29	3,670.86	.00	2,390.71	95.7%
<u>01300100 41105 SUI</u>	1,100	1,100	1,038.14	54.04	.00	61.86	94.4%
<u>01300100 41106 INSURANCE</u>	85,000	85,000	83,959.33	5,697.80	.00	1,040.67	98.8%
<u>01300100 41110 SALARIES</u>	711,000	711,000	706,536.49	48,735.59	.00	4,463.51	99.4%
<u>01300100 41132 SALARY PLANNING/ZON</u>	2,000	2,000	1,840.00	.00	.00	160.00	92.0%
<u>01300100 41140 OVERTIME</u>	3,000	3,000	6,604.67	125.01	.00	-3,604.67	220.2%*
TOTAL PERSONNEL	930,100	930,100	922,325.57	63,701.03	.00	7,774.43	99.2%
42 CONTRACTUAL SERVICES							
<u>01300100 42210 TELEPHONE</u>	16,400	16,400	14,506.69	2,348.23	.00	1,893.31	88.5%
<u>01300100 42225 BANK PROCESSING FEE</u>	100	100	1,937.26	1,148.42	.00	-1,837.26	1937.3%*
<u>01300100 42230 LEGAL SERVICES</u>	20,000	20,000	20,409.29	5,281.25	.00	-409.29	102.0%*
<u>01300100 42234 PROFESSIONAL SERVIC</u>	199,600	205,600	190,258.31	19,729.68	8,805.43	6,536.26	96.8%
<u>01300100 42242 PUBLICATIONS</u>	1,100	1,100	.00	.00	.00	1,100.00	.0%
<u>01300100 42243 PRINTING & ADVERTIS</u>	5,500	5,500	4,653.32	2,025.07	.00	846.68	84.6%
<u>01300100 42260 PHYSICALS & SCREENI</u>	0	0	35.00	.00	.00	-35.00	100.0%*
<u>01300100 42272 LEASES - NON CAPITA</u>	5,300	5,300	11,760.67	1,631.36	.00	-6,460.67	221.9%*



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TOTAL CONTRACTUAL SERVICES	248,000	254,000	243,560.54	32,164.01	8,805.43	1,634.03	99.4%
43 COMMODITIES							
01300100 43308 OFFICE SUPPLIES	4,000	4,000	2,091.96	217.03	718.20	1,189.84	70.3%
01300100 43317 POSTAGE	2,000	2,000	2,217.76	301.60	.00	-217.76	110.9%*
01300100 43320 SMALL TOOLS & SUPPL	500	500	74.82	35.91	43.94	381.24	23.8%
01300100 43332 OFFICE FURNITURE &	2,000	2,000	360.88	.00	.00	1,639.12	18.0%
01300100 43333 IT EQUIPMENT & SUPP	5,000	5,000	4,540.66	.00	236.31	223.03	95.5%
01300100 43340 FUEL	7,000	7,000	6,256.58	451.29	.00	743.42	89.4%
01300100 43362 PUBLIC ART	13,000	13,000	11,688.14	.00	.00	1,311.86	89.9%
TOTAL COMMODITIES	33,500	33,500	27,230.80	1,005.83	998.45	5,270.75	84.3%
44 MAINTENANCE							
01300100 44420 MAINT - VEHICLES	18,000	18,000	4,604.34	918.75	.00	13,395.66	25.6%
01300100 44423 MAINT - BUILDING	33,000	33,000	25,832.43	1,344.69	.00	7,167.57	78.3%
01300100 44426 MAINT - OFFICE EQUI	3,400	3,400	2,973.61	140.10	324.65	101.74	97.0%
TOTAL MAINTENANCE	54,400	54,400	33,410.38	2,403.54	324.65	20,664.97	62.0%
45 CAPITAL IMPROVEMENT							
01300100 45597 CAPITAL LEASE PAYME	21,000	21,000	.00	.00	.00	21,000.00	.0%
TOTAL CAPITAL IMPROVEMENT	21,000	21,000	.00	.00	.00	21,000.00	.0%
47 OTHER EXPENSES							
01300100 47710 ECONOMIC DEVELOPMEN	26,200	20,200	15,437.30	399.00	.00	4,762.70	76.4%
01300100 47740 TRAVEL/TRAINING/DUE	13,000	12,950	10,128.80	-46.62	.00	2,821.20	78.2%
01300100 47760 UNIFORMS & SAFETY I	700	750	674.56	.00	.00	75.44	89.9%
01300600 47790 INTEREST EXPENSE	100	100	2,629.87	428.50	.00	-2,529.87	2629.9%*
TOTAL OTHER EXPENSES	40,000	34,000	28,870.53	780.88	.00	5,129.47	84.9%
TOTAL UNDESIGNATED	1,327,000	1,327,000	1,255,397.82	100,055.29	10,128.53	61,473.65	95.4%
TOTAL COMMUNITY DEVELOPMENT	1,327,000	1,327,000	1,255,397.82	100,055.29	10,128.53	61,473.65	95.4%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
400 PUBLIC WORKS ADMINISTRATION							
00 UNDESIGNATED							
41 PERSONNEL							
01400300 41103 IMRF	23,500	23,500	20,479.54	1,624.98	.00	3,020.46	87.1%
01400300 41104 FICA	17,500	17,500	15,312.71	1,077.90	.00	2,187.29	87.5%
01400300 41105 SUI	300	300	201.22	.00	.00	98.78	67.1%
01400300 41106 INSURANCE	16,000	16,000	12,159.56	883.40	.00	3,840.44	76.0%
01400300 41110 SALARIES	227,000	227,000	212,488.72	14,313.87	.00	14,511.28	93.6%
01400300 41140 OVERTIME	400	400	208.77	.00	.00	191.23	52.2%
TOTAL PERSONNEL	284,700	284,700	260,850.52	17,900.15	.00	23,849.48	91.6%
42 CONTRACTUAL SERVICES							
01400300 42210 TELEPHONE	6,400	6,400	6,953.65	876.68	.00	-553.65	108.7%*
01400300 42211 NATURAL GAS	0	0	207.61	.00	.00	-207.61	100.0%*
01400300 42230 LEGAL SERVICES	5,000	3,500	332.42	43.75	.00	3,167.58	9.5%
01400300 42234 PROFESSIONAL SERVICE	0	0	258.00	.00	.00	-258.00	100.0%*
01400300 42242 PUBLICATIONS	500	500	459.80	.00	.00	40.20	92.0%
01400300 42243 PRINTING & ADVERTIS	100	1,600	50.00	50.00	.00	1,550.00	3.1%
01400300 42260 PHYSICAL EXAMS	300	300	35.00	.00	.00	265.00	11.7%
01400300 42270 EQUIPMENT RENTAL	700	700	202.36	30.45	97.64	400.00	42.9%
01400300 42272 LEASES - NON CAPITA	5,200	5,200	2,975.56	353.16	186.00	2,038.44	60.8%
TOTAL CONTRACTUAL SERVICES	18,200	18,200	11,474.40	1,354.04	283.64	6,441.96	64.6%
43 COMMODITIES							
01400300 43308 OFFICE SUPPLIES	1,300	1,300	1,004.92	.00	.00	295.08	77.3%
01400300 43317 POSTAGE	1,000	1,000	880.97	1.00	213.18	-94.15	109.4%*
01400300 43320 SMALL TOOLS & SUPPL	100	100	.00	.00	.00	100.00	.0%
01400300 43333 IT EQUIPMENT & SUPP	8,600	8,600	8,661.71	3.00	25.31	-87.02	101.0%*



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<u>01400300 43340 FUEL</u>	1,100	1,100	1,422.95	84.13	.00	-322.95	129.4%*
TOTAL COMMODITIES	12,100	12,100	11,970.55	88.13	238.49	-109.04	100.9%
<hr/> 44 MAINTENANCE <hr/>							
<u>01400300 44420 MAINT - VEHICLES</u>	7,000	7,000	3,926.34	529.65	.00	3,073.66	56.1%
<u>01400300 44423 MAINT - BUILDING</u>	47,000	47,000	38,709.70	1,296.36	.00	8,290.30	82.4%
<u>01400300 44426 MAINT - OFFICE EQUI</u>	500	500	275.79	15.63	41.03	183.18	63.4%
TOTAL MAINTENANCE	54,500	54,500	42,911.83	1,841.64	41.03	11,547.14	78.8%
<hr/> 45 CAPITAL IMPROVEMENT <hr/>							
<u>01400300 45597 CAPITAL LEASE PAYME</u>	5,500	5,500	.00	.00	.00	5,500.00	.0%
TOTAL CAPITAL IMPROVEMENT	5,500	5,500	.00	.00	.00	5,500.00	.0%
<hr/> 47 OTHER EXPENSES <hr/>							
<u>01400300 47740 TRAVEL/TRAINING/DUE</u>	8,600	8,600	7,613.04	1,125.00	.00	986.96	88.5%
<u>01400300 47760 UNIFORMS & SAFETY I</u>	500	500	442.00	.00	.00	58.00	88.4%
<u>01400600 47790 INTEREST EXPENSE</u>	400	400	953.23	128.45	.00	-553.23	238.3%*
TOTAL OTHER EXPENSES	9,500	9,500	9,008.27	1,253.45	.00	491.73	94.8%
TOTAL UNDESIGNATED	384,500	384,500	336,215.57	22,437.41	563.16	47,721.27	87.6%
TOTAL PUBLIC WORKS ADMINISTRATION	384,500	384,500	336,215.57	22,437.41	563.16	47,721.27	87.6%
<hr/> 500 GENERAL SERVICES PUBLIC WORKS <hr/>							
<hr/> 00 UNDESIGNATED <hr/>							
<hr/> 41 PERSONNEL <hr/>							
<u>01500300 41103 IMRF</u>	156,000	156,000	137,946.59	12,101.56	.00	18,053.41	88.4%



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<u>01500300 41104 FICA</u>	125,000	125,000	108,075.69	8,051.22	.00	16,924.31	86.5%
<u>01500300 41105 SUI</u>	3,000	3,000	2,529.36	57.61	.00	470.64	84.3%
<u>01500300 41106 INSURANCE</u>	294,000	294,000	234,446.89	21,214.17	.00	59,553.11	79.7%
<u>01500300 41110 SALARIES</u>	1,550,000	1,440,000	1,383,912.23	108,182.59	.00	56,087.77	96.1%
<u>01500300 41140 OVERTIME</u>	65,000	65,000	59,636.21	248.64	.00	5,363.79	91.7%
TOTAL PERSONNEL	2,193,000	2,083,000	1,926,546.97	149,855.79	.00	156,453.03	92.5%

42 CONTRACTUAL SERVICES

<u>01500300 42210 TELEPHONE</u>	21,450	21,450	19,846.51	3,283.58	.00	1,603.49	92.5%
<u>01500300 42211 NATURAL GAS</u>	1,200	1,200	1,145.25	112.54	529.47	-474.72	139.6%*
<u>01500300 42212 ELECTRIC</u>	325,000	325,000	157,119.15	56,979.22	132,662.62	35,218.23	89.2%
<u>01500300 42230 LEGAL SERVICES</u>	1,500	1,500	4,084.50	1,375.75	.00	-2,584.50	272.3%*
<u>01500300 42232 ENGINEERING/DESIGN</u>	4,100	64,100	36,223.88	667.50	22,668.10	5,208.02	91.9%
<u>01500300 42234 PROFESSIONAL SERVIC</u>	670,750	795,750	713,576.45	3,859.31	525.00	81,648.55	89.7%
<u>01500300 42243 PRINTING & ADVERTIS</u>	100	100	325.00	.00	.00	-225.00	325.0%*
<u>01500300 42253 COMMUNITY EVENTS</u>	1,500	1,500	.00	.00	.00	1,500.00	.0%
<u>01500300 42260 PHYSICAL EXAMS</u>	1,500	1,500	1,776.00	509.50	.00	-276.00	118.4%*
<u>01500300 42264 SNOW REMOVAL</u>	1,700	1,700	1,277.13	90.00	.00	422.87	75.1%
<u>01500300 42270 EQUIPMENT RENTAL</u>	26,000	26,000	24,217.20	.00	.00	1,782.80	93.1%
<u>01500300 42272 LEASES - NON CAPITA</u>	0	0	5,340.56	745.36	.00	-5,340.56	100.0%*
TOTAL CONTRACTUAL SERVICES	1,054,800	1,239,800	964,931.63	67,622.76	156,385.19	118,483.18	90.4%

43 COMMODITIES

<u>01500300 43308 OFFICE SUPPLIES</u>	400	400	358.93	59.77	.00	41.07	89.7%
<u>01500300 43309 MATERIALS</u>	20,550	20,150	13,057.93	1,805.19	.00	7,092.07	64.8%
<u>01500300 43317 POSTAGE</u>	100	500	219.71	.00	.00	280.29	43.9%
<u>01500300 43320 SMALL TOOLS & SUPPL</u>	48,150	43,015	27,255.86	8,899.21	1,061.94	14,696.74	65.8%
<u>01500300 43333 IT EQUIPMENT & SUPP</u>	19,200	24,200	18,890.66	.00	3,999.81	1,309.53	94.6%
<u>01500300 43335 VEHICLES & EQUIP (N</u>	13,500	13,500	13,500.00	.00	.00	.00	100.0%
<u>01500300 43340 FUEL</u>	72,000	72,000	60,084.27	3,932.11	.00	11,915.73	83.5%
<u>01500300 43360 PARK UPGRADES</u>	0	14,112	14,112.00	.00	.00	.00	100.0%
<u>01500300 43366 SIGN PROGRAM</u>	25,000	25,000	24,625.78	.00	119.22	255.00	99.0%
TOTAL COMMODITIES	198,900	212,877	172,105.14	14,696.28	5,180.97	35,590.43	83.3%

44 MAINTENANCE

<u>01500300 44402 MAINT - TREE PLANTI</u>	16,300	16,300	350.00	.00	.00	15,950.00	2.1%
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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>01500300 44420 MAINT - VEHICLES</u>	255,000	255,000	240,390.50	32,324.44	.00	14,609.50	94.3%
<u>01500300 44421 MAINT - EQUIPMENT</u>	270,000	270,000	108,548.30	16,681.63	.00	161,451.70	40.2%
<u>01500300 44423 MAINT - BUILDING</u>	177,000	177,000	170,688.57	4,762.01	.00	6,311.43	96.4%
<u>01500300 44426 MAINT - OFFICE EQUI</u>	1,600	1,600	955.71	31.16	81.75	562.54	64.8%
<u>01500300 44427 MAINT - CURB & SIDE</u>	8,000	8,000	7,875.00	.00	.00	125.00	98.4%
<u>01500300 44428 MAINT - STREETS</u>	12,000	12,000	11,999.64	.00	.00	.36	100.0%
<u>01500300 44429 MAINT - STREET LIGH</u>	6,000	6,000	3,153.52	.00	.00	2,846.48	52.6%
<u>01500300 44430 MAINT - TRAFFIC SIG</u>	25,500	36,500	29,148.47	10,970.00	.00	7,351.53	79.9%
<u>01500300 44431 MAINT - STORM SEWER</u>	11,700	11,700	11,022.49	4,109.27	245.02	432.49	96.3%
TOTAL MAINTENANCE	783,100	794,100	584,132.20	68,878.51	326.77	209,641.03	73.6%
45 CAPITAL IMPROVEMENT							
<u>01500300 45590 CAPITAL PURCHASE</u>	41,000	30,000	24,315.00	.00	1,590.00	4,095.00	86.4%
<u>01500300 45597 CAPITAL LEASE PAYME</u>	11,000	11,000	.00	.00	.00	11,000.00	.0%
TOTAL CAPITAL IMPROVEMENT	52,000	41,000	24,315.00	.00	1,590.00	15,095.00	63.2%
47 OTHER EXPENSES							
<u>01500300 47740 TRAVEL/TRAINING/DUE</u>	24,000	23,128	15,007.61	116.66	70.00	8,049.94	65.2%
<u>01500300 47760 UNIFORMS & SAFETY I</u>	17,700	18,708	17,324.06	2,053.89	804.79	579.06	96.9%
<u>01500600 47790 INTEREST EXPENSE</u>	0	0	1,118.58	179.40	.00	-1,118.58	100.0%*
TOTAL OTHER EXPENSES	41,700	41,835	33,450.25	2,349.95	874.79	7,510.42	82.0%
48 TRANSFERS							
<u>01500500 48005 TRANSFER TO SWIMMIN</u>	141,500	196,500	182,468.30	488.52	.00	14,031.70	92.9%
TOTAL TRANSFERS	141,500	196,500	182,468.30	488.52	.00	14,031.70	92.9%
TOTAL UNDESIGNATED	4,465,000	4,609,112	3,887,949.49	303,891.81	164,357.72	556,804.79	87.9%
TOTAL GENERAL SERVICES PUBLIC WOR	4,465,000	4,609,112	3,887,949.49	303,891.81	164,357.72	556,804.79	87.9%

900 NONDEPARTMENTAL

00 UNDESIGNATED



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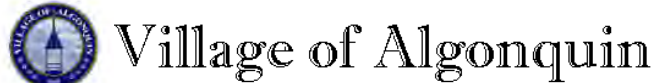
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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
42 CONTRACTUAL SERVICES							
01900100 42234 PROFESSIONAL SERVIC	13,900	13,900	5,024.75	.00	.00	8,875.25	36.1%
01900100 42236 INSURANCE	497,000	497,000	493,507.82	.00	.00	3,492.18	99.3%
TOTAL CONTRACTUAL SERVICES	510,900	510,900	498,532.57	.00	.00	12,367.43	97.6%
43 COMMODITIES							
01900100 43333 IT EQUIP. & SUPPLIE	236,600	251,600	240,527.61	12,254.99	14,052.97	-2,980.58	101.2%*
TOTAL COMMODITIES	236,600	251,600	240,527.61	12,254.99	14,052.97	-2,980.58	101.2%
47 OTHER EXPENSES							
01900100 47740 TRAVEL/TRAINING/DUE	34,500	24,500	7,587.92	376.08	.00	16,912.08	31.0%
TOTAL OTHER EXPENSES	34,500	24,500	7,587.92	376.08	.00	16,912.08	31.0%
48 TRANSFERS							
01900500 48004 TRANSFER TO STREET	3,600,000	3,470,000	3,000,000.00	.00	.00	470,000.00	86.5%
01900500 48006 TRANSFER TO PARK IM	0	142,500	142,500.00	.00	.00	.00	100.0%
TOTAL TRANSFERS	3,600,000	3,612,500	3,142,500.00	.00	.00	470,000.00	87.0%
TOTAL UNDESIGNATED	4,382,000	4,399,500	3,889,148.10	12,631.07	14,052.97	496,298.93	88.7%
TOTAL NONDEPARTMENTAL	4,382,000	4,399,500	3,889,148.10	12,631.07	14,052.97	496,298.93	88.7%
TOTAL GENERAL	22,885,500	23,042,112	21,234,030.31	1,347,931.94	246,260.94	1,561,820.75	93.2%
TOTAL EXPENSES	22,885,500	23,042,112	21,234,030.31	1,347,931.94	246,260.94	1,561,820.75	
02 CEMETERY							
940 CEMETERY OPERATING							
00 UNDESIGNATED							



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02	CEMETERY	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/>								
42 CONTRACTUAL SERVICES								
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02400100 42225 BANK PROCESSING FEE		0	0	112.49	21.78	.00	-112.49	100.0%*
02400100 42234 PROFESSIONAL SERVIC		31,000	31,000	21,204.00	1,743.00	1,084.00	8,712.00	71.9%
02400100 42236 INSURANCE		1,100	1,100	1,284.24	.00	.00	-184.24	116.7%*
02400100 42290 GRAVE OPENING		10,000	10,000	9,250.00	800.00	400.00	350.00	96.5%
TOTAL CONTRACTUAL SERVICES		42,100	42,100	31,850.73	2,564.78	1,484.00	8,765.27	79.2%
<hr/>								
43 COMMODITIES								
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02400100 43319 BUILDING SUPPLIES		500	500	.00	.00	.00	500.00	.0%
TOTAL COMMODITIES		500	500	.00	.00	.00	500.00	.0%
TOTAL UNDESIGNATED		42,600	42,600	31,850.73	2,564.78	1,484.00	9,265.27	78.3%
TOTAL CEMETERY OPERATING		42,600	42,600	31,850.73	2,564.78	1,484.00	9,265.27	78.3%
TOTAL CEMETERY		42,600	42,600	31,850.73	2,564.78	1,484.00	9,265.27	78.3%
TOTAL EXPENSES		42,600	42,600	31,850.73	2,564.78	1,484.00	9,265.27	
<hr/>								
03 MFT								
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900 NONDEPARTMENTAL								
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00 UNDESIGNATED								
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43 COMMODITIES								
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03900300 43309 MATERIALS		450,000	358,000	330,552.43	42,730.46	.00	27,447.57	92.3%
03900300 43370 INFRASTRUCTURE MAIN		120,000	145,700	145,633.90	.00	.00	66.10	100.0%
TOTAL COMMODITIES		570,000	503,700	476,186.33	42,730.46	.00	27,513.67	94.5%
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44 MAINTENANCE								



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03	MFT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
03900300 44427	MAINT - CURB & SIDE	240,000	451,200	451,065.15	.00	.00	134.85	100.0%
03900300 44428	MAINT - STREETS	140,000	215,000	198,021.31	13,923.81	.00	16,978.69	92.1%
03900300 44429	MAINT - STREET LIGH	185,000	90,000	62,402.89	8,154.80	27,597.11	.00	100.0%
03900300 44431	MAINT - STORM SEWER	80,000	180,800	180,800.00	.00	.00	.00	100.0%
	TOTAL MAINTENANCE	645,000	937,000	892,289.35	22,078.61	27,597.11	17,113.54	98.2%
45 CAPITAL IMPROVEMENT								
03900300 45593	CAPITAL IMPROVEMENT	70,000	0	.00	.00	.00	.00	.0%
03900300 45593	M1433 CAPITAL IMPROV	0	44,300	.00	.00	.00	44,300.00	.0%
	TOTAL CAPITAL IMPROVEMENT	70,000	44,300	.00	.00	.00	44,300.00	.0%
	TOTAL UNDESIGNATED	1,285,000	1,485,000	1,368,475.68	64,809.07	27,597.11	88,927.21	94.0%
	TOTAL NONDEPARTMENTAL	1,285,000	1,485,000	1,368,475.68	64,809.07	27,597.11	88,927.21	94.0%
	TOTAL MFT	1,285,000	1,485,000	1,368,475.68	64,809.07	27,597.11	88,927.21	94.0%
	TOTAL EXPENSES	1,285,000	1,485,000	1,368,475.68	64,809.07	27,597.11	88,927.21	
04 STREET IMPROVEMENT								
900 NONDEPARTMENTAL								
00 UNDESIGNATED								
42 CONTRACTUAL SERVICES								
04900300 42230	LEGAL SERVICES	10,000	10,000	11,821.25	393.75	.00	-1,821.25	118.2%*
04900300 42232	ENGINEERING/DESIGN	2,095,000	169,000	96,359.10	11,634.12	51,299.53	21,341.37	87.4%
04900300 42232	S1633 ENGINEERING/DE	0	350,000	60,525.45	6,471.87	4,443.00	285,031.55	18.6%
04900300 42232	S1731 ENGINEERING/DE	0	160,000	148,403.09	32,784.00	.00	11,596.91	92.8%
04900300 42232	S1742 ENGINEERING/DE	0	80,000	56,358.36	2,740.00	.00	23,641.64	70.4%
04900300 42232	S1803 ENGINEERING/DE	0	5,000	2,140.00	.00	.00	2,860.00	42.8%
04900300 42232	S1812 ENGINEERING/DE	0	30,000	17,694.24	.00	.00	12,305.76	59.0%



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04	STREET IMPROVEMENT			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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04900300 42232 S1822 ENGINEERING/DE				0	40,000	28,083.05	.00	.00	11,916.95	70.2%
04900300 42232 S1832 ENGINEERING/DE				0	25,000	13,457.14	.00	.00	11,542.86	53.8%
04900300 42232 S1842 ENGINEERING/DE				0	0	-500.00	.00	.00	500.00	100.0%
04900300 42232 S1843 ENGINEERING/DE				0	35,000	30,551.69	12,341.94	153.80	4,294.51	87.7%
04900300 42232 S1852 ENGINEERING/DE				0	70,000	61,311.72	.00	.00	8,688.28	87.6%
04900300 42232 S1911 ENGINEERING/DE				0	30,000	.00	.00	.00	30,000.00	.0%
04900300 42232 S1932 ENGINEERING/DE				0	50,000	25,917.00	.00	.00	24,083.00	51.8%
04900300 42232 S1933 ENGINEERING/DE				0	10,000	4,026.00	.00	.00	5,974.00	40.3%
04900300 42232 S1941 ENGINEERING/DE				0	10,000	.00	.00	.00	10,000.00	.0%
04900300 42232 S1951 ENGINEERING/DE				0	50,000	.00	.00	.00	50,000.00	.0%
04900300 42232 S1962 ENGINEERING/DE				0	200,000	68,301.94	.00	10,981.70	120,716.36	39.6%
04900300 42232 S1982 ENGINEERING/DE				0	50,000	6,537.50	.00	.00	43,462.50	13.1%
04900300 42232 S1983 ENGINEERING/DE				0	175,000	156,090.86	2,326.50	.00	18,909.14	89.2%
04900300 42232 S2002 ENGINEERING/DE				0	6,000	5,955.20	.00	.00	44.80	99.3%
04900300 42232 S2003 ENGINEERING/DE				0	30,000	14,543.88	3,630.00	60.50	15,395.62	48.7%
04900300 42232 S2022 ENGINEERING/DE				0	454,000	342,977.75	32,363.14	3,531.00	107,491.25	76.3%
04900300 42232 S2031 ENGINEERING/DE				0	65,000	52,991.50	1,067.50	.00	12,008.50	81.5%
04900300 42232 S2041 ENGINEERING/DE				0	70,000	69,202.11	.00	.00	797.89	98.9%
04900300 42232 S2061 ENGINEERING/DE				0	40,000	29,226.56	4,628.00	690.86	10,082.58	74.8%
04900300 42232 ST712 ENGINEERING/DE				0	20,000	17,887.00	7,156.50	1,563.50	549.50	97.3%
TOTAL CONTRACTUAL SERVICES				2,105,000	2,234,000	1,319,862.39	117,537.32	72,723.89	841,413.72	62.3%
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43 COMMODITIES										
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04900300 43370 INFRASTRUCTURE MAIN				1,040,000	340,000	155,803.49	49,113.23	5,103.50	179,093.01	47.3%
04900300 43370 S2004 INFRASTRUCTURE				0	300,000	200,583.90	.00	.00	99,416.10	66.9%
04900300 43370 S2032 INFRASTRUCTURE				0	250,000	.00	.00	.00	250,000.00	.0%
04900300 43370 ST713 INFRASTRUCTURE				0	100,000	79,452.85	79,452.85	.00	20,547.15	79.5%
TOTAL COMMODITIES				1,040,000	990,000	435,840.24	128,566.08	5,103.50	549,056.26	44.5%
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45 CAPITAL IMPROVEMENT										
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04900300 45593 CAPITAL IMPROVEMENT				12,110,000	0	.00	.00	42,044.70	-42,044.70	100.0%*
04900300 45593 S1214 CAPITAL IMPROV				0	60,000	.00	.00	.00	60,000.00	.0%
04900300 45593 S1264 CAPITAL IMPROV				0	310,000	264,258.57	.00	25,760.00	19,981.43	93.6%
04900300 45593 S1634 CAPITAL IMPROV				0	2,274,000	536,080.07	536,080.07	.00	1,737,919.93	23.6%
04900300 45593 S1802 CAPITAL IMPROV				0	40,000	30,935.49	.00	.00	9,064.51	77.3%
04900300 45593 S1844 CAPITAL IMPROV				0	400,000	267,015.79	.00	.00	132,984.21	66.8%



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04	STREET IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
04900300	45593 S1863 CAPITAL IMPROV	0	1,891,000	978,705.25	-898,658.66	.00	912,294.75	51.8%
04900300	45593 S1934 CAPITAL IMPROV	0	150,000	.00	.00	.00	150,000.00	.0%
04900300	45593 S1961 CAPITAL IMPROV	0	1,500,000	518,783.10	.00	.00	981,216.90	34.6%
04900300	45593 S1984 CAPITAL IMPROV	0	3,000,000	2,703,509.93	.00	.00	296,490.07	90.1%
04900300	45593 S2023 CAPITAL IMPROV	0	2,006,000	1,686,418.45	233,812.54	324,125.67	-4,544.12	100.2%*
04900300	45593 S2042 CAPITAL IMPROV	0	400,000	.00	.00	.00	400,000.00	.0%
04900300	45595 LAND ACQUISITION	0	0	46,605.25	32,100.00	.00	-46,605.25	100.0%*
	TOTAL CAPITAL IMPROVEMENT	12,110,000	12,031,000	7,032,311.90	-96,666.05	391,930.37	4,606,757.73	61.7%
	TOTAL UNDESIGNATED	15,255,000	15,255,000	8,788,014.53	149,437.35	469,757.76	5,997,227.71	60.7%
	TOTAL NONDEPARTMENTAL	15,255,000	15,255,000	8,788,014.53	149,437.35	469,757.76	5,997,227.71	60.7%
	TOTAL STREET IMPROVEMENT	15,255,000	15,255,000	8,788,014.53	149,437.35	469,757.76	5,997,227.71	60.7%
	TOTAL EXPENSES	15,255,000	15,255,000	8,788,014.53	149,437.35	469,757.76	5,997,227.71	
05 SWIMMING POOL								
900 NONDEPARTMENTAL								
00 UNDESIGNATED								
41 PERSONNEL								
05900100	41104 FICA	6,700	6,700	5,654.94	.00	.00	1,045.06	84.4%
05900100	41105 SUI	700	700	572.87	.00	.00	127.13	81.8%
05900100	41110 SALARIES	86,000	86,000	72,823.32	.00	.00	13,176.68	84.7%
05900100	41140 OVERTIME	2,000	2,000	1,097.81	.00	.00	902.19	54.9%
	TOTAL PERSONNEL	95,400	95,400	80,148.94	.00	.00	15,251.06	84.0%
42 CONTRACTUAL SERVICES								
05900100	42210 TELEPHONE	2,250	2,250	1,605.40	226.90	12.45	632.15	71.9%
05900100	42211 NATURAL GAS	4,800	4,800	4,417.62	309.85	551.84	-169.46	103.5%*
05900100	42212 ELECTRIC	6,000	6,000	5,766.12	217.95	483.88	-250.00	104.2%*



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05	SWIMMING POOL	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	<u>05900100 42213 WATER</u>	5,500	5,500	5,584.53	.00	.00	-84.53	101.5%*
	<u>05900100 42225 BANK PROCESSING FEE</u>	0	0	594.34	.00	.00	-594.34	100.0%*
	<u>05900100 42234 PROFESSIONAL SERVIC</u>	1,550	1,550	525.00	.00	.00	1,025.00	33.9%
	<u>05900100 42236 INSURANCE</u>	7,500	7,500	6,584.32	.00	.00	915.68	87.8%
	TOTAL CONTRACTUAL SERVICES	27,600	27,600	25,077.33	754.70	1,048.17	1,474.50	94.7%
43	COMMODITIES							
	<u>05900100 43308 OFFICE SUPPLIES</u>	1,300	1,300	751.74	.00	.00	548.26	57.8%
	<u>05900100 43320 SMALL TOOLS & SUPPL</u>	6,900	6,900	6,537.91	.00	.00	362.09	94.8%
	<u>05900100 43370 INFRASTRUCTURE MAIN</u>	0	55,000	48,757.50	48,757.50	.00	6,242.50	88.7%
	TOTAL COMMODITIES	8,200	63,200	56,047.15	48,757.50	.00	7,152.85	88.7%
44	MAINTENANCE							
	<u>05900100 44423 MAINT - BUILDING</u>	66,000	66,000	80,868.05	.00	.00	-14,868.05	122.5%*
	<u>05900100 44445 MAINT - OUTSOURCED</u>	49,000	49,000	38,753.29	3,873.73	.00	10,246.71	79.1%
	TOTAL MAINTENANCE	115,000	115,000	119,621.34	3,873.73	.00	-4,621.34	104.0%
47	OTHER EXPENSES							
	<u>05900100 47701 RECREATION PROGRAMS</u>	1,400	1,400	503.75	.00	.00	896.25	36.0%
	<u>05900100 47740 TRAVEL/TRAINING/DUE</u>	2,100	2,100	1,710.03	.00	.00	389.97	81.4%
	<u>05900100 47760 UNIFORMS & SAFETY I</u>	1,800	1,800	1,192.75	.00	.00	607.25	66.3%
	<u>05900100 47800 CONCESSIONS</u>	7,200	7,200	5,388.07	.00	1,442.17	369.76	94.9%
	TOTAL OTHER EXPENSES	12,500	12,500	8,794.60	.00	1,442.17	2,263.23	81.9%
	TOTAL UNDESIGNATED	258,700	313,700	289,689.36	53,385.93	2,490.34	21,520.30	93.1%
	TOTAL NONDEPARTMENTAL	258,700	313,700	289,689.36	53,385.93	2,490.34	21,520.30	93.1%
	TOTAL SWIMMING POOL	258,700	313,700	289,689.36	53,385.93	2,490.34	21,520.30	93.1%
	TOTAL EXPENSES	258,700	313,700	289,689.36	53,385.93	2,490.34	21,520.30	

06 PARK IMPROVEMENT

900 NONDEPARTMENTAL



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06	PARK IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/>								
00	UNDESIGNATED							
<hr/>								
42	CONTRACTUAL SERVICES							
<hr/>								
	06900300 42232 ENGINEERING/DESIGN	280,000	185,000	78,718.53		7,679.88	98,601.59	46.7%
	06900300 42232 P1713 ENGINEERING/DE	0	20,000	18,054.50	.00	.00	1,945.50	90.3%
	TOTAL CONTRACTUAL SERVICES	280,000	205,000	96,773.03	.00	7,679.88	100,547.09	51.0%
<hr/>								
43	COMMODITIES							
<hr/>								
	06900300 43370 INFRASTRUCTURE MAIN	105,000	145,000	44,306.55	.00	13,620.00	87,073.45	39.9%
	TOTAL COMMODITIES	105,000	145,000	44,306.55	.00	13,620.00	87,073.45	39.9%
<hr/>								
44	MAINTENANCE							
<hr/>								
	06900300 44402 MAINT - TREE PLANTI	55,000	55,000	31,381.25	.00	.00	23,618.75	57.1%
	06900300 44408 MAINT - WETLAND MIT	15,000	15,000	4,302.62	.00	.00	10,697.38	28.7%
	06900300 44425 MAINT - OPEN SPACE	30,000	30,000	9,712.50	.00	.00	20,287.50	32.4%
	TOTAL MAINTENANCE	100,000	100,000	45,396.37	.00	.00	54,603.63	45.4%
<hr/>								
45	CAPITAL IMPROVEMENT							
<hr/>								
	06900300 45593 CAPITAL IMPROVEMENT	810,000	700,000	410,998.19	19,900.17	64,113.75	224,888.06	67.9%
	06900300 45593 P1714 CAPITAL IMPROV	0	275,000	272,846.07	.00	.00	2,153.93	99.2%
	TOTAL CAPITAL IMPROVEMENT	810,000	975,000	683,844.26	19,900.17	64,113.75	227,041.99	76.7%
	TOTAL UNDESIGNATED	1,295,000	1,425,000	870,320.21	19,900.17	85,413.63	469,266.16	67.1%
	TOTAL NONDEPARTMENTAL	1,295,000	1,425,000	870,320.21	19,900.17	85,413.63	469,266.16	67.1%
	TOTAL PARK IMPROVEMENT	1,295,000	1,425,000	870,320.21	19,900.17	85,413.63	469,266.16	67.1%
	TOTAL EXPENSES	1,295,000	1,425,000	870,320.21	19,900.17	85,413.63	469,266.16	



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07	WATER & SEWER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
07 WATER & SEWER								
700 WATER OPERATING								
00 UNDESIGNATED								
41 PERSONNEL								
	<u>07700400 41103 IMRF</u>	110,000	110,000	111,098.31	9,962.97	.00	-1,098.31	101.0%*
	<u>07700400 41104 FICA</u>	85,000	85,000	82,424.05	6,619.69	.00	2,575.95	97.0%
	<u>07700400 41105 SUI</u>	2,000	2,000	1,362.54	12.44	.00	637.46	68.1%
	<u>07700400 41106 INSURANCE</u>	186,000	186,000	178,759.76	14,265.50	.00	7,240.24	96.1%
	<u>07700400 41110 SALARIES</u>	1,070,000	1,070,000	1,078,445.33	88,790.18	.00	-8,445.33	100.8%*
	<u>07700400 41140 OVERTIME</u>	30,000	30,000	46,966.47	884.13	.00	-16,966.47	156.6%*
	TOTAL PERSONNEL	1,483,000	1,483,000	1,499,056.46	120,534.91	.00	-16,056.46	101.1%
42 CONTRACTUAL SERVICES								
	<u>07700400 42210 TELEPHONE</u>	22,700	22,700	20,829.92	3,152.94	110.95	1,759.13	92.3%
	<u>07700400 42211 NATURAL GAS</u>	20,350	20,350	14,105.88	3,058.75	1,555.53	4,688.59	77.0%
	<u>07700400 42212 ELECTRIC</u>	250,000	261,600	224,300.39	37,573.50	35,668.79	1,630.82	99.4%
	<u>07700400 42225 BANK PROCESSING FEE</u>	27,000	27,000	25,385.57	2,252.42	.00	1,614.43	94.0%
	<u>07700400 42226 ACH REBATE</u>	23,000	23,000	24,412.50	2,097.50	.00	-1,412.50	106.1%*
	<u>07700400 42230 LEGAL SERVICES</u>	4,000	4,000	1,109.62	437.50	.00	2,890.38	27.7%
	<u>07700400 42231 AUDIT SERVICES</u>	5,100	5,100	5,165.52	.00	.00	-65.52	101.3%*
	<u>07700400 42232 ENGINEERING/DESIGN</u>	30,000	32,968	29,592.74	2,002.50	3,375.00	.00	100.0%
	<u>07700400 42234 PROFESSIONAL SERVICE</u>	217,475	250,243	236,441.09	37,252.36	7,603.77	6,198.30	97.5%
	<u>07700400 42236 INSURANCE</u>	86,000	86,000	76,391.98	.00	.00	9,608.02	88.8%
	<u>07700400 42242 PUBLICATIONS</u>	1,125	1,125	543.20	.00	.00	581.80	48.3%
	<u>07700400 42243 PRINTING & ADVERTIS</u>	3,650	3,650	896.98	26.08	.00	2,753.02	24.6%
	<u>07700400 42260 PHYSICAL EXAMS</u>	1,600	1,600	452.00	135.50	.00	1,148.00	28.3%
	<u>07700400 42270 EQUIPMENT RENTAL</u>	1,000	1,000	.00	.00	.00	1,000.00	.0%
	<u>07700400 42272 LEASES - NON CAPITA</u>	0	0	5,476.21	1,105.39	.00	-5,476.21	100.0%*
	TOTAL CONTRACTUAL SERVICES	693,000	740,336	665,103.60	89,094.44	48,314.04	26,918.26	96.4%
43 COMMODITIES								
	<u>07700400 43308 OFFICE SUPPLIES</u>	500	500	320.34	142.71	.00	179.66	64.1%



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07	WATER & SEWER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
07700400 43309	MATERIALS	18,050	18,050	16,881.31	.00	.00	1,168.69	93.5%
07700400 43317	POSTAGE	26,000	26,000	25,869.87	2,379.55	.00	130.13	99.5%
07700400 43320	SMALL TOOLS & SUPPL	9,000	19,000	17,194.74	501.39	.00	1,805.26	90.5%
07700400 43332	OFFICE FURNITURE &	1,500	1,500	759.99	.00	.00	740.01	50.7%
07700400 43333	IT EQUIPMENT & SUPP	56,000	61,000	48,887.19	1,931.58	6,044.91	6,067.90	90.1%
07700400 43335	VEHICLES & EQUIP (N	15,000	15,000	6,025.00	.00	.00	8,975.00	40.2%
07700400 43340	FUEL	17,000	17,000	17,743.92	1,463.36	.00	-743.92	104.4%*
07700400 43342	CHEMICALS	187,000	178,952	144,094.91	26,827.80	21,810.90	13,046.00	92.7%
07700400 43345	LAB SUPPLIES	10,400	10,400	9,956.57	4,255.63	.00	443.43	95.7%
07700400 43348	METERS & METER SUPP	15,150	15,150	9,989.66	.00	.00	5,160.34	65.9%
	TOTAL COMMODITIES	355,600	362,552	297,723.50	37,502.02	27,855.81	36,972.50	89.8%
44 MAINTENANCE								
07700400 44410	MAINT - BOOSTER STA	17,200	17,200	9,323.08	.00	.00	7,876.92	54.2%
07700400 44411	MAINT - STORAGE FAC	8,500	532	.00	.00	.00	532.26	.0%
07700400 44412	MAINT - TREATMENT F	34,400	34,400	19,143.17	1,166.76	5,702.49	9,554.34	72.2%
07700400 44415	MAINT - DISTRIBUTIO	55,500	76,754	50,677.71	18,745.37	26,076.00	.00	100.0%
07700400 44418	MAINT - WELLS	168,600	100,937	21,501.00	518.90	14.56	79,421.58	21.3%
07700400 44420	MAINT - VEHICLES	20,000	20,000	29,240.81	4,078.02	.00	-9,240.81	146.2%*
07700400 44421	MAINT - EQUIPMENT	20,000	20,000	45,153.47	6,791.59	.00	-25,153.47	225.8%*
07700400 44423	MAINT - BUILDING	104,000	104,000	87,466.46	2,616.35	.00	16,533.54	84.1%
07700400 44426	MAINT - OFFICE EQUI	800	800	478.80	15.63	41.03	280.17	65.0%
	TOTAL MAINTENANCE	429,000	374,623	262,984.50	33,932.62	31,834.08	79,804.53	78.7%
45 CAPITAL IMPROVEMENT								
07700400 45590	CAPITAL PURCHASE	14,250	14,250	.00	.00	.00	14,250.00	.0%
	TOTAL CAPITAL IMPROVEMENT	14,250	14,250	.00	.00	.00	14,250.00	.0%
47 OTHER EXPENSES								
07700400 47740	TRAVEL/TRAINING/DUE	11,500	11,500	9,606.56	-133.34	70.00	1,823.44	84.1%
07700400 47760	UNIFORMS & SAFETY I	10,200	10,200	8,496.45	779.36	716.14	987.41	90.3%
07700600 47790	INTEREST EXPENSE	0	0	1,033.13	227.96	.00	-1,033.13	100.0%*



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07	WATER & SEWER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL OTHER EXPENSES	21,700	21,700	19,136.14	873.98	786.14	1,777.72	91.8%
	TOTAL UNDESIGNATED	2,996,550	2,996,461	2,744,004.20	281,937.97	108,790.07	143,666.55	95.2%
	TOTAL WATER OPERATING	2,996,550	2,996,461	2,744,004.20	281,937.97	108,790.07	143,666.55	95.2%
800 SEWER OPERATING								
00 UNDESIGNATED								
41 PERSONNEL								
	<u>07800400 41103 IMRF</u>	100,000	100,000	100,760.24	8,651.70	.00	-760.24	100.8%*
	<u>07800400 41104 FICA</u>	78,000	78,000	75,112.04	5,752.45	.00	2,887.96	96.3%
	<u>07800400 41105 SUI</u>	2,000	2,000	1,290.21	12.45	.00	709.79	64.5%
	<u>07800400 41106 INSURANCE</u>	142,000	142,000	132,655.90	10,378.54	.00	9,344.10	93.4%
	<u>07800400 41110 SALARIES</u>	966,000	966,000	978,082.56	76,369.56	.00	-12,082.56	101.3%*
	<u>07800400 41140 OVERTIME</u>	30,000	30,000	36,498.14	870.50	.00	-6,498.14	121.7%*
	TOTAL PERSONNEL	1,318,000	1,318,000	1,324,399.09	102,035.20	.00	-6,399.09	100.5%
42 CONTRACTUAL SERVICES								
	<u>07800400 42210 TELEPHONE</u>	21,000	21,000	16,464.35	2,754.52	.00	4,535.65	78.4%
	<u>07800400 42211 NATURAL GAS</u>	15,075	15,075	9,247.56	1,971.44	2,121.52	3,705.92	75.4%
	<u>07800400 42212 ELECTRIC</u>	317,000	317,000	276,928.21	50,248.83	3,532.91	36,538.88	88.5%
	<u>07800400 42225 BANK PROCESSING FEE</u>	27,000	27,000	25,385.57	2,252.42	.00	1,614.43	94.0%
	<u>07800400 42226 ACH REBATE</u>	23,000	23,000	24,515.50	2,106.00	.00	-1,515.50	106.6%*
	<u>07800400 42230 LEGAL SERVICES</u>	4,000	4,000	591.72	.00	.00	3,408.28	14.8%
	<u>07800400 42231 AUDIT SERVICES</u>	5,100	5,100	5,165.51	.00	.00	-65.51	101.3%*
	<u>07800400 42232 ENGINEERING/DESIGN</u>	4,000	66,000	53,816.35	6,817.62	3,375.00	8,808.65	86.7%
	<u>07800400 42234 PROFESSIONAL SERVIC</u>	166,700	166,700	145,606.98	7,755.08	9,312.56	11,780.46	92.9%
	<u>07800400 42236 INSURANCE</u>	78,000	78,000	71,752.14	.00	.00	6,247.86	92.0%
	<u>07800400 42242 PUBLICATIONS</u>	1,125	1,125	543.20	.00	.00	581.80	48.3%
	<u>07800400 42243 PRINTING & ADVERTIS</u>	1,000	1,000	896.93	26.06	.00	103.07	89.7%
	<u>07800400 42260 PHYSICAL EXAMS</u>	1,600	1,600	430.00	132.00	.00	1,170.00	26.9%
	<u>07800400 42262 SLUDGE REMOVAL</u>	123,500	103,500	78,639.55	11,770.10	21,360.45	3,500.00	96.6%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>07800400 42270 EQUIPMENT RENTAL</u>	2,500	2,500	.00	.00	.00	2,500.00	.0%
<u>07800400 42272 LEASES - NON CAPITA</u>	0	0	4,856.80	731.92	186.00	-5,042.80	100.0%*
TOTAL CONTRACTUAL SERVICES	790,600	832,600	714,840.37	86,565.99	39,888.44	77,871.19	90.6%

43 COMMODITIES

<u>07800400 43308 OFFICE SUPPLIES</u>	500	500	96.78	96.78	.00	403.22	19.4%
<u>07800400 43309 MATERIALS</u>	18,800	13,300	4,270.92	.00	.00	9,029.08	32.1%
<u>07800400 43317 POSTAGE</u>	26,000	26,000	25,869.78	2,379.53	.00	130.22	99.5%
<u>07800400 43320 SMALL TOOLS & SUPPL</u>	19,500	29,500	25,970.35	312.00	1,333.47	2,196.18	92.6%
<u>07800400 43332 OFFICE FURNITURE &</u>	3,000	3,000	2,500.00	.00	.00	500.00	83.3%
<u>07800400 43333 IT EQUIPMENT & SUPP</u>	55,000	60,000	47,821.46	1,931.58	6,019.61	6,158.93	89.7%
<u>07800400 43335 VEHICLES & EQUIP (N</u>	15,000	15,000	6,025.00	.00	.00	8,975.00	40.2%
<u>07800400 43340 FUEL</u>	14,500	14,500	18,742.97	1,109.27	.00	-4,242.97	129.3%*
<u>07800400 43342 CHEMICALS</u>	114,500	84,500	61,062.88	4,805.14	.00	23,437.12	72.3%
<u>07800400 43345 LAB SUPPLIES</u>	7,500	7,500	6,819.53	306.00	29.00	651.47	91.3%
<u>07800400 43348 METERS & METER SUPP</u>	15,200	6,377	5,609.88	.00	.00	766.98	88.0%
TOTAL COMMODITIES	289,500	260,177	204,789.55	10,940.30	7,382.08	48,005.23	81.5%

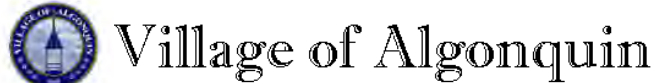
44 MAINTENANCE

<u>07800400 44412 MAINT - TREATMENT F</u>	84,100	84,100	48,262.18	1,707.15	32,345.14	3,492.68	95.8%
<u>07800400 44414 MAINT - LIFT STATIO</u>	58,950	58,950	43,180.68	17,853.80	14,235.80	1,533.52	97.4%
<u>07800400 44416 MAINT - COLLECTION</u>	77,350	91,250	91,200.72	21,284.00	.00	49.28	99.9%
<u>07800400 44420 MAINT - VEHICLES</u>	30,000	30,000	37,407.54	5,435.81	.00	-7,407.54	124.7%*
<u>07800400 44421 MAINT - EQUIPMENT</u>	28,000	28,000	41,519.21	5,664.45	.00	-13,519.21	148.3%*
<u>07800400 44423 MAINT - BUILDING</u>	102,000	102,000	86,974.20	3,174.88	.00	15,025.80	85.3%
<u>07800400 44426 MAINT - OFFICE EQUI</u>	1,100	1,100	542.60	35.90	41.03	516.37	53.1%
TOTAL MAINTENANCE	381,500	395,400	349,087.13	55,155.99	46,621.97	-309.10	100.1%

45 CAPITAL IMPROVEMENT

<u>07800400 45590 CAPITAL PURCHASE</u>	14,250	14,250	.00	.00	.00	14,250.00	.0%
TOTAL CAPITAL IMPROVEMENT	14,250	14,250	.00	.00	.00	14,250.00	.0%

47 OTHER EXPENSES



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
07800400 47740 TRAVEL/TRAINING/DUE	7,700	2,700	2,560.21	-133.32	70.00	69.79	97.4%
07800400 47760 UNIFORMS & SAFETY I	12,700	13,212	11,388.87	979.78	1,494.50	328.95	97.5%
07800600 47790 INTEREST EXPENSE	0	0	1,144.06	170.33	.00	-1,144.06	100.0%*
TOTAL OTHER EXPENSES	20,400	15,912	15,093.14	1,016.79	1,564.50	-745.32	104.7%

48 TRANSFERS

07800500 48012 TRANSFER TO W&S IMP	5,906,700	5,906,700	4,332,776.00	111,280.00	.00	1,573,924.00	73.4%
TOTAL TRANSFERS	5,906,700	5,906,700	4,332,776.00	111,280.00	.00	1,573,924.00	73.4%
TOTAL UNDESIGNATED	8,720,950	8,743,039	6,940,985.28	366,994.27	95,456.99	1,706,596.91	80.5%
TOTAL SEWER OPERATING	8,720,950	8,743,039	6,940,985.28	366,994.27	95,456.99	1,706,596.91	80.5%

908 WATER & SEWER BOND INTEREST

00 UNDESIGNATED

46 DEBT SERVICES

07080400	46680	BOND PAYMENT	695,000	695,000	695,000.00	.00	.00	.00	100.0%
07080400	46681	BOND INTEREST EXPEN	139,500	139,500	139,475.00	.00	.00	25.00	100.0%
07080400	46682	BOND FEES	2,000	2,000	428.00	.00	.00	1,572.00	21.4%
TOTAL DEBT SERVICES			836,500	836,500	834,903.00	.00	.00	1,597.00	99.8%
TOTAL UNDESIGNATED			836,500	836,500	834,903.00	.00	.00	1,597.00	99.8%
TOTAL WATER & SEWER BOND INTEREST			836,500	836,500	834,903.00	.00	.00	1,597.00	99.8%
TOTAL WATER & SEWER			12,554,000	12,576,000	10,519,892.48	648,932.24	204,247.06	1,851,860.46	85.3%
TOTAL EXPENSES			12,554,000	12,576,000	10,519,892.48	648,932.24	204,247.06	1,851,860.46	

12 WATER & SEWER IMPROVEMENT

900 NONDEPARTMENTAL



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12	WATER & SEWER IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
00	UNDESIGNATED							
42	CONTRACTUAL SERVICES							
12900400	42230 LEGAL SERVICES	10,000	10,000	1,706.25	.00	.00	8,293.75	17.1%
12900400	42232 ENGINEERING/DESIGN	1,310,000	335,000	206,306.17	102,183.16	50,112.00	78,581.83	76.5%
12900400	42232 W1722 ENGINEERING/DE	0	100,000	95,969.90	26,417.96	15,932.55	-11,902.45	111.9%*
12900400	42232 W1753 ENGINEERING/DE	0	270,000	210,285.67	20,584.19	9,845.50	49,868.83	81.5%
12900400	42232 W1841 ENGINEERING/DE	0	297,000	199,461.35	25,222.74	43,420.39	54,118.26	81.8%
12900400	42232 W1941 ENGINEERING/DE	0	90,000	72,786.85	2,022.06	.00	17,213.15	80.9%
12900400	42232 W1942 ENGINEERING/DE	0	28,000	.00	.00	21,214.01	6,785.99	75.8%
12900400	42232 W1951 ENGINEERING/DE	0	90,000	64,556.31	2,022.07	.00	25,443.69	71.7%
12900400	42232 W1952 ENGINEERING/DE	0	3,500	.00	.00	2,621.95	878.05	74.9%
12900400	42232 W2001 ENGINEERING/DE	0	70,000	63,203.78	13,320.16	1,920.25	4,875.97	93.0%
12900400	42232 W2011 ENGINEERING/DE	0	70,000	2,644.39	2,141.89	.00	67,355.61	3.8%
	TOTAL CONTRACTUAL SERVICES	1,320,000	1,363,500	916,920.67	193,914.23	145,066.65	301,512.68	77.9%
43	COMMODITIES							
12900400	43348 METERS & METER SUPP	1,850,000	1,858,600	1,858,506.24	53,012.00	.00	93.76	100.0%
12900400	43370 INFRASTRUCTURE MAIN	1,070,000	768,000	529,065.78	483,690.28	.00	238,934.22	68.9%
	TOTAL COMMODITIES	2,920,000	2,626,600	2,387,572.02	536,702.28	.00	239,027.98	90.9%
44	MAINTENANCE							
12900400	44416 MAINT - COLLECTION	100,000	91,400	91,374.00	.00	.00	26.00	100.0%
	TOTAL MAINTENANCE	100,000	91,400	91,374.00	.00	.00	26.00	100.0%
45	CAPITAL IMPROVEMENT							
12900400	45520 WATER TREATMENT PLA	2,200,000	0	.00	.00	.00	.00	.0%
12900400	45520 W1723 WATER TREATMEN	0	2,120,000	1,869,655.84	192,935.88	.00	250,344.16	88.2%
12900400	45526 WASTEWATER COLLECTI	1,500,000	0	510,268.34	510,268.34	.00	-510,268.34	100.0%*



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12	WATER & SEWER IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	12900400 45526 W1755 WASTEWATER COL	0	1,027,500	1,704,499.64	874,056.04	178,616.63	-855,616.27	183.3%*
	12900400 45526 W1902 WASTEWATER COL	0	1,000,000	13,843.43	-457,918.44	.00	986,156.57	1.4%
	12900400 45526 W1923 WASTEWATER COL	0	200,000	168,333.93	168,333.93	.00	31,666.07	84.2%
	12900400 45526 W1943 WASTEWATER COL	0	274,000	273,898.13	273,898.13	.00	101.87	100.0%
	12900400 45565 WATER MAIN	1,770,000	0	573,095.74	573,095.74	.00	-573,095.74	100.0%*
	12900400 45565 W1754 WATER MAIN	0	892,500	153,963.96	-676,479.65	.00	738,536.04	17.3%
	12900400 45565 W1834 WATER MAIN	0	270,000	264,258.58	.00	.00	5,741.42	97.9%
	12900400 45565 W1912 WATER MAIN	0	1,000,000	115,080.56	-352,073.77	.00	884,919.44	11.5%
	12900400 45565 W1933 WATER MAIN	0	200,000	420,067.74	223,140.32	.00	-220,067.74	210.0%*
	12900400 45570 W1844 WASTEWATER TRE	0	442,700	442,676.08	442,676.08	.00	23.92	100.0%
	TOTAL CAPITAL IMPROVEMENT	5,470,000	7,426,700	6,509,641.97	1,771,932.60	178,616.63	738,441.40	90.1%
46 DEBT SERVICES								
	12900400 46700 IEPA LOAN PRINCIPAL	160,000	160,000	.00	.00	.00	160,000.00	.0%
	12900600 46701 IEPA LOAN INTEREST	84,000	84,000	.00	.00	.00	84,000.00	.0%
	TOTAL DEBT SERVICES	244,000	244,000	.00	.00	.00	244,000.00	.0%
	TOTAL UNDESIGNATED	10,054,000	11,752,200	9,905,508.66	2,502,549.11	323,683.28	1,523,008.06	87.0%
	TOTAL NONDEPARTMENTAL	10,054,000	11,752,200	9,905,508.66	2,502,549.11	323,683.28	1,523,008.06	87.0%
	TOTAL WATER & SEWER IMPROVEMENT	10,054,000	11,752,200	9,905,508.66	2,502,549.11	323,683.28	1,523,008.06	87.0%
	TOTAL EXPENSES	10,054,000	11,752,200	9,905,508.66	2,502,549.11	323,683.28	1,523,008.06	
16 DEVELOPMENT FUND								
923 CUL DE SAC FUND								
00 UNDESIGNATED								
42 CONTRACTUAL SERVICES								
	16230300 42264 SNOW REMOVAL	60,000	130,000	81,215.97	.00	.00	48,784.03	62.5%
	TOTAL CONTRACTUAL SERVICES	60,000	130,000	81,215.97	.00	.00	48,784.03	62.5%
	TOTAL UNDESIGNATED	60,000	130,000	81,215.97	.00	.00	48,784.03	62.5%
	TOTAL CUL DE SAC FUND	60,000	130,000	81,215.97	.00	.00	48,784.03	62.5%



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16	DEVELOPMENT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
926 HOTEL TAX FUND								
00 UNDESIGNATED								
42 CONTRACTUAL SERVICES								
	<u>16260100 42252 REGIONAL / MARKETIN</u>	13,000	13,000	11,769.57	.00	.00	1,230.43	90.5%
	TOTAL CONTRACTUAL SERVICES	13,000	13,000	11,769.57	.00	.00	1,230.43	90.5%
48 TRANSFERS								
	<u>16260500 48001 TRANSFER TO GENERAL</u>	35,000	35,000	35,000.00	35,000.00	.00	.00	100.0%
	TOTAL TRANSFERS	35,000	35,000	35,000.00	35,000.00	.00	.00	100.0%
	TOTAL UNDESIGNATED	48,000	48,000	46,769.57	35,000.00	.00	1,230.43	97.4%
	TOTAL HOTEL TAX FUND	48,000	48,000	46,769.57	35,000.00	.00	1,230.43	97.4%
	TOTAL DEVELOPMENT FUND	108,000	178,000	127,985.54	35,000.00	.00	50,014.46	71.9%
	TOTAL EXPENSES	108,000	178,000	127,985.54	35,000.00	.00	50,014.46	
24 VILLAGE CONSTRUCTION								
900 NONDEPARTMENTAL								
00 UNDESIGNATED								
43 COMMODITIES								
	<u>24900100 43332 OFFICE FURNITURE &</u>	25,000	25,000	3,482.06	.00	.00	21,517.94	13.9%



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24	VILLAGE CONSTRUCTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL COMMODITIES	25,000	25,000	3,482.06	.00	.00	21,517.94	13.9%
44	MAINTENANCE							
	<u>24900300 44445 MAINT - OUTSOURCED</u>	137,000	137,000	58,698.00	.00	.00	78,302.00	42.8%
	TOTAL MAINTENANCE	137,000	137,000	58,698.00	.00	.00	78,302.00	42.8%
	TOTAL UNDESIGNATED	162,000	162,000	62,180.06	.00	.00	99,819.94	38.4%
	TOTAL NONDEPARTMENTAL	162,000	162,000	62,180.06	.00	.00	99,819.94	38.4%
	TOTAL VILLAGE CONSTRUCTION	162,000	162,000	62,180.06	.00	.00	99,819.94	38.4%
	TOTAL EXPENSES	162,000	162,000	62,180.06	.00	.00	99,819.94	
28	BUILDING MAINT. SERVICE							
900	NONDEPARTMENTAL							
00	UNDESIGNATED							
41	PERSONNEL							
	<u>28900000 41103 IMRF</u>	30,000	30,000	26,755.71	2,581.65	.00	3,244.29	89.2%
	<u>28900000 41104 FICA</u>	25,000	25,000	20,857.39	1,752.22	.00	4,142.61	83.4%
	<u>28900000 41105 SUI</u>	700	700	458.71	3.72	.00	241.29	65.5%
	<u>28900000 41106 INSURANCE</u>	52,000	52,000	48,897.54	4,107.17	.00	3,102.46	94.0%
	<u>28900000 41110 SALARIES</u>	298,000	298,000	275,638.33	23,689.86	.00	22,361.67	92.5%
	<u>28900000 41140 OVERTIME</u>	12,000	12,000	7,129.34	113.75	.00	4,870.66	59.4%
	TOTAL PERSONNEL	417,700	417,700	379,737.02	32,248.37	.00	37,962.98	90.9%
42	CONTRACTUAL SERVICES							
	<u>28900000 42210 TELEPHONE</u>	5,500	5,500	4,527.66	746.99	.00	972.34	82.3%



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28	BUILDING MAINT. SERVICE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
289000000 42234	PROFESSIONAL SERVIC	2,750	2,728	125.50	.00	.00	2,602.90	4.6%
289000000 42242	PUBLICATIONS	250	250	.00	.00	.00	250.00	.0%
289000000 42243	PRINTING & ADVERTIS	550	550	.00	.00	.00	550.00	.0%
289000000 42260	PHYSICAL EXAMS	150	150	35.00	.00	.00	115.00	23.3%
289000000 42270	EQUIPMENT RENTAL	500	228	72.80	.00	.00	155.44	31.9%
289000000 42272	LEASES - NON CAPITA	0	0	4,103.87	799.07	.00	-4,103.87	100.0%*
	TOTAL CONTRACTUAL SERVICES	9,700	9,407	8,864.83	1,546.06	.00	541.81	94.2%
43 COMMODITIES								
289000000 43308	OFFICE SUPPLIES	225	225	.00	.00	.00	225.00	.0%
289000000 43317	POSTAGE	500	500	157.88	.00	.00	342.12	31.6%
289000000 43319	BUILDING SUPPLIES	142,525	142,525	123,642.27	7,039.56	.00	18,882.73	86.8%
289000000 43320	SMALL TOOLS & SUPPL	2,900	2,900	2,782.95	7.25	.00	117.05	96.0%
289000000 43332	OFFICE FURNITURE &	250	250	245.00	.00	.00	5.00	98.0%
289000000 43333	IT EQUIPMENT & SUPP	1,900	1,900	1,818.71	.00	25.31	55.98	97.1%
289000000 43335	VEHICLES & EQUIP (N	0	0	6,025.00	.00	.00	-6,025.00	100.0%*
289000000 43340	FUEL	3,000	3,000	1,367.80	140.87	.00	1,632.20	45.6%
	TOTAL COMMODITIES	151,300	151,300	136,039.61	7,187.68	25.31	15,235.08	89.9%
44 MAINTENANCE								
289000000 44420	MAINT - VEHICLES	6,000	6,000	2,846.20	115.50	.00	3,153.80	47.4%
289000000 44421	MAINT - EQUIPMENT	5,000	5,000	4,253.25	.00	.00	746.75	85.1%
289000000 44426	MAINT - OFFICE EQUI	1,750	1,750	651.30	15.63	41.03	1,057.67	39.6%
289000000 44445	MAINT - OUTSOURCED	255,250	255,250	274,665.99	1,918.27	.00	-19,415.99	107.6%*
	TOTAL MAINTENANCE	268,000	268,000	282,416.74	2,049.40	41.03	-14,457.77	105.4%
47 OTHER EXPENSES								
289000000 47740	TRAVEL/TRAINING/DUE	10,850	10,585	5,955.25	.00	70.00	4,559.45	56.9%
289000000 47760	UNIFORMS & SAFETY I	4,450	5,009	4,903.00	544.69	105.66	.00	100.0%
289000000 47776	PARTS/FLUID INVENT	0	0	-25,440.77	3,948.96	.00	25,440.77	100.0%
289000000 47790	INTEREST EXPENSE	0	0	781.84	166.89	.00	-781.84	100.0%*
	TOTAL OTHER EXPENSES	15,300	15,593	-13,800.68	4,660.54	175.66	29,218.38	-87.4%
	TOTAL UNDESIGNATED	862,000	862,000	793,257.52	47,692.05	242.00	68,500.48	92.1%
	TOTAL NONDEPARTMENTAL	862,000	862,000	793,257.52	47,692.05	242.00	68,500.48	92.1%



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28	BUILDING MAINT. SERVICE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL BUILDING MAINT. SERVICE	862,000	862,000	793,257.52	47,692.05	242.00	68,500.48	92.1%
	TOTAL EXPENSES	862,000	862,000	793,257.52	47,692.05	242.00	68,500.48	
29	VEHICLE MAINT. SERVICE							
900	NONDEPARTMENTAL							
00	UNDESIGNATED							
41	PERSONNEL							
	<u>29900000 41103 IMRF</u>	30,000	30,000	27,037.28	2,610.98	.00	2,962.72	90.1%
	<u>29900000 41104 FICA</u>	24,500	24,500	20,663.55	1,769.42	.00	3,836.45	84.3%
	<u>29900000 41105 SUI</u>	600	600	418.56	3.74	.00	181.44	69.8%
	<u>29900000 41106 INSURANCE</u>	51,000	51,000	49,196.54	4,347.91	.00	1,803.46	96.5%
	<u>29900000 41110 SALARIES</u>	292,000	292,000	277,740.25	24,169.56	.00	14,259.75	95.1%
	<u>29900000 41140 OVERTIME</u>	7,900	7,900	2,069.18	14.38	.00	5,830.82	26.2%
	TOTAL PERSONNEL	406,000	406,000	377,125.36	32,915.99	.00	28,874.64	92.9%
42	CONTRACTUAL SERVICES							
	<u>29900000 42210 TELEPHONE</u>	4,600	4,600	4,770.06	843.33	.00	-170.06	103.7%*
	<u>29900000 42211 NATURAL GAS</u>	0	0	259.51	.00	.00	-259.51	100.0%*
	<u>29900000 42234 PROFESSIONAL SERVIC</u>	10,150	10,150	7,226.60	.00	2,900.90	22.50	99.8%
	<u>29900000 42242 PUBLICATIONS</u>	4,300	4,300	2,349.00	.00	.00	1,951.00	54.6%
	<u>29900000 42243 PRINTING & ADVERTIS</u>	550	428	26.09	26.09	.00	401.70	6.1%
	<u>29900000 42260 PHYSICAL EXAMS</u>	150	150	.00	.00	.00	150.00	.0%
	<u>29900000 42270 EQUIPMENT RENTAL</u>	3,000	2,619	221.39	.00	2,278.61	119.14	95.5%
	<u>29900000 42272 LEASES - NON CAPITA</u>	0	0	1,335.13	186.34	.00	-1,335.13	100.0%*
	TOTAL CONTRACTUAL SERVICES	22,750	22,247	16,187.78	1,055.76	5,179.51	879.64	96.0%
43	COMMODITIES							
	<u>29900000 43308 OFFICE SUPPLIES</u>	225	225	.00	.00	.00	225.00	.0%



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29	VEHICLE MAINT. SERVICE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	<u>299000000 43317 POSTAGE</u>	425	425	65.14	11.69	.00	359.86	15.3%
	<u>299000000 43320 SMALL TOOLS & SUPPL</u>	6,300	6,300	367.28	2,077.88	.00	5,932.72	5.8%
	<u>299000000 43332 OFFICE FURNITURE &</u>	250	250	245.00	.00	.00	5.00	98.0%
	<u>299000000 43340 FUEL</u>	2,500	2,500	2,606.76	197.71	.00	-106.76	104.3%*
	<u>299000000 43350 PARTS / FLUIDS - FL</u>	330,000	330,000	242,912.91	5,661.66	.00	87,087.09	73.6%
	<u>299000000 43351 FUEL - COST OF SALE</u>	238,000	238,000	209,547.10	11,401.20	.00	28,452.90	88.0%
	TOTAL COMMODITIES	577,700	577,700	455,744.19	19,350.14	.00	121,955.81	78.9%
44	MAINTENANCE							
	<u>299000000 44420 MAINT - VEHICLES</u>	4,000	4,000	3,772.09	89.25	.00	227.91	94.3%
	<u>299000000 44421 MAINT - EQUIPMENT</u>	2,500	2,500	394.95	.00	.00	2,105.05	15.8%
	<u>299000000 44423 MAINT - BUILDING</u>	60,000	60,000	50,929.34	1,779.46	.00	9,070.66	84.9%
	<u>299000000 44426 MAINT - OFFICE EQUI</u>	1,750	1,750	651.30	15.63	41.03	1,057.67	39.6%
	<u>299000000 44440 MAINT - OUTSOURCED</u>	70,000	70,000	33,826.68	1,233.53	.00	36,173.32	48.3%
	TOTAL MAINTENANCE	138,250	138,250	89,574.36	3,117.87	41.03	48,634.61	64.8%
47	OTHER EXPENSES							
	<u>299000000 47740 TRAVEL/TRAINING/DUE</u>	6,200	5,603	3,302.96	.00	70.00	2,229.64	60.2%
	<u>299000000 47760 UNIFORMS & SAFETY I</u>	9,100	10,200	8,385.49	1,040.79	1,504.48	310.50	97.0%
	<u>299000000 47775 FUEL INVENTORY VARI</u>	0	0	4,837.13	4,837.13	.00	-4,837.13	100.0%*
	<u>299000000 47776 PARTS/FLUID INVENT</u>	0	0	-12,488.97	1,327.16	.00	12,488.97	100.0%*
	<u>299000000 47790 INTEREST EXPENSE</u>	0	0	279.64	44.85	.00	-279.64	100.0%*
	TOTAL OTHER EXPENSES	15,300	15,803	4,316.25	7,249.93	1,574.48	9,912.34	37.3%
	TOTAL UNDESIGNATED	1,160,000	1,160,000	942,947.94	63,689.69	6,795.02	210,257.04	81.9%
	TOTAL NONDEPARTMENTAL	1,160,000	1,160,000	942,947.94	63,689.69	6,795.02	210,257.04	81.9%
	TOTAL VEHICLE MAINT. SERVICE	1,160,000	1,160,000	942,947.94	63,689.69	6,795.02	210,257.04	81.9%
	TOTAL EXPENSES	1,160,000	1,160,000	942,947.94	63,689.69	6,795.02	210,257.04	
32	DOWNTOWN TIF DISTRICT							
900	NONDEPARTMENTAL							
00	UNDESIGNATED							



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32	DOWNTOWN TIF DISTRICT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
42 CONTRACTUAL SERVICES								
	<u>32900100 42232 ENGINEERING/DESIGN</u>	40,200	40,200	.00	.00	.00	40,200.00	.0%
	TOTAL CONTRACTUAL SERVICES	40,200	40,200	.00	.00	.00	40,200.00	.0%
45 CAPITAL IMPROVEMENT								
	<u>32900100 45593 CAPITAL IMPROVEMENT</u>	500,000	500,000	.00	.00	.00	500,000.00	.0%
	TOTAL CAPITAL IMPROVEMENT	500,000	500,000	.00	.00	.00	500,000.00	.0%
	TOTAL UNDESIGNATED	540,200	540,200	.00	.00	.00	540,200.00	.0%
	TOTAL NONDEPARTMENTAL	540,200	540,200	.00	.00	.00	540,200.00	.0%
	TOTAL DOWNTOWN TIF DISTRICT	540,200	540,200	.00	.00	.00	540,200.00	.0%
	TOTAL EXPENSES	540,200	540,200	.00	.00	.00	540,200.00	
53 POLICE PENSION								
900 NONDEPARTMENTAL								
00 UNDESIGNATED								
41 PERSONNEL								
	<u>53900000 41195 DISABILITY/RETIREME</u>	1,424,000	1,424,000	1,260,166.86	.00	.00	163,833.14	88.5%
	TOTAL PERSONNEL	1,424,000	1,424,000	1,260,166.86	.00	.00	163,833.14	88.5%
42 CONTRACTUAL SERVICES								
	<u>53900000 42222 STENO FEES</u>	1,200	1,200	580.00	.00	.00	620.00	48.3%



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53	POLICE PENSION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53900000 42228	INVESTMENT MANAGEME	90,000	90,000	75,205.63	.00	.00	14,794.37	83.6%
53900000 42230	LEGAL SERVICES	16,000	16,000	3,487.50	.00	.00	12,512.50	21.8%
53900000 42234	PROFESSIONAL SERVIC	25,700	25,700	19,488.00	.00	.00	6,212.00	75.8%
53900000 42260	PHYSICAL EXAMS	1,000	1,000	.00	.00	.00	1,000.00	.0%
	TOTAL CONTRACTUAL SERVICES	133,900	133,900	98,761.13	.00	.00	35,138.87	73.8%
43 COMMODITIES								
53900000 43308	OFFICE SUPPLIES	500	500	.00	.00	.00	500.00	.0%
	TOTAL COMMODITIES	500	500	.00	.00	.00	500.00	.0%
47 OTHER EXPENSES								
53900000 47740	TRAVEL/TRAINING/DUE	10,000	10,000	8,540.54	.00	.00	1,459.46	85.4%
	TOTAL OTHER EXPENSES	10,000	10,000	8,540.54	.00	.00	1,459.46	85.4%
	TOTAL UNDESIGNATED	1,568,400	1,568,400	1,367,468.53	.00	.00	200,931.47	87.2%
	TOTAL NONDEPARTMENTAL	1,568,400	1,568,400	1,367,468.53	.00	.00	200,931.47	87.2%
	TOTAL POLICE PENSION	1,568,400	1,568,400	1,367,468.53	.00	.00	200,931.47	87.2%
	TOTAL EXPENSES	1,568,400	1,568,400	1,367,468.53	.00	.00	200,931.47	
99 DEBT SERVICE								
900 NONDEPARTMENTAL								
00 UNDESIGNATED								
46 DEBT SERVICES								
99900100 46680	BOND PAYMENT	615,000	615,000	615,000.00	.00	.00	.00	100.0%



Village of Algonquin

05/08/2020 10:56
alichtenberger

VILLAGE OF ALGONQUIN
YTD EXPENSE BUDGET REPORT APRIL 2020

P 33
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FOR 2020 12

99	DEBT SERVICE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	<u>99900600 46681 BOND INTEREST EXPEN</u>	15,400	15,400	15,375.00	.00	.00	25.00	99.8%
	<u>99900600 46682 BOND FEES</u>	2,000	2,000	535.00	.00	.00	1,465.00	26.8%
	TOTAL DEBT SERVICES	632,400	632,400	630,910.00	.00	.00	1,490.00	99.8%
48 TRANSFERS								
	<u>99900500 48001 TRANSFER TO GENERAL</u>	0	0	41,562.53	41,562.53	.00	-41,562.53	100.0%*
	TOTAL TRANSFERS	0	0	41,562.53	41,562.53	.00	-41,562.53	100.0%
	TOTAL UNDESIGNATED	632,400	632,400	672,472.53	41,562.53	.00	-40,072.53	106.3%
	TOTAL NONDEPARTMENTAL	632,400	632,400	672,472.53	41,562.53	.00	-40,072.53	106.3%
	TOTAL DEBT SERVICE	632,400	632,400	672,472.53	41,562.53	.00	-40,072.53	106.3%
	TOTAL EXPENSES	632,400	632,400	672,472.53	41,562.53	.00	-40,072.53	
	GRAND TOTAL	68,662,800	70,994,612	56,974,094.08	4,977,454.86	1,367,971.14	12,652,546.78	82.2%

** END OF REPORT - Generated by Amanda Lichtenberger **



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: May 11, 2020

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager/Village Treasurer

SUBJECT: *April 30, 2020 Cash and Investments Report*

The report of Village Cash and Investments is attached as Exhibit A. Cash in all funds is \$15,507,692 with investments of \$21,679,061. Total cash and investments are \$37,186,753.

Fixed Income Investments

Additionally, there is also \$5,559,463 in fixed income investments through Charles Schwab. Details of those investments are reported in Exhibit C.

Local Government Investment Pools

Village funds in Illinois Investment Pools are presently \$16,119,598. The average daily investment rate in the Illinois Funds Money Market Fund was 1.004 percent with the IMET Convenience Fund at 0.436 percent.

The current Federal Funds Rate was last adjusted in March to a target level of 100 to 125 basis points and subsequently lowered again to a target level of 0 to 25 basis points. The lower target rate will have adverse impacts on investment returns going forward in the near future.

Attachments

MONTHLY TREASURER'S REPORT
CASH AND INVESTMENTS
AS OF APRIL 30, 2020

<u>FUND</u>	<u>CHECKING</u>	<u>MONEY MARKET</u>	<u>FIXED INCOME INVESTMENTS</u>	<u>ILLINOIS TRUST</u>	<u>ILLINOIS FUNDS</u>	<u>IMET FUNDS</u>	<u>TOTAL</u>
GENERAL FUND	\$ 4,527,736		\$ 5,559,463	\$ 100,685	\$ 1,992,977	\$ 1,341,196	\$ 13,522,057
GENERAL - (D)		614,197			10,721	18,163	643,082
GENERAL - VR (D)					229,710	47,947	277,657
GENERAL - INSURANCE - (D)		36,373			117,593	236,970	390,936
CEMETERY	53,292						53,292
CEMETERY TRUST- (D)		46,733			135,722	115,062	297,517
MOTOR FUEL - (D)					1,986,716		1,986,716
STREET IMPROVEMENT	2,300,012				2,600,634	1,550,351	6,450,997
SWIMMING POOL	6,243						6,243
PARK	745,320				577,458		1,322,778
PARK - (D)		113,222					113,222
W&S OPERATING	3,845,453				1,041,177	934,468	5,821,097
W&S BOND & INT. - (D)						879,793	879,793
W&S IMPR	1,137,539				1,608,190	13,270	2,758,999
SCHOOL DONATION - (D)		238,216					238,216
CUL DE SAC - (D)		6,160			229,165	165,834	401,159
HOTEL TAX		177,479			63,193	99,229	339,902
VILLAGE CONSTRUCTION	71,031				12,341	11,033	94,404
DOWNTOWN TIF DISTRICT	1,629,912						1,629,912
SSA #1 - RIVERSIDE PLAZA	-						-
DEBT SERVICE	-					-	-
VEHICLE MAINTENANCE	(71,734)						(71,734)
BUILDING MAINTENANCE	30,508						30,508
TOTAL	\$ 14,275,312	\$ 1,232,380	\$ 5,559,463	\$ 100,685	\$ 10,605,598	\$ 5,413,316	\$ 37,186,753
% OF INVESTMENTS HELD	38.39%	3.31%	14.95%	0.27%	28.52%	14.56%	100.00%

DESIGNATED ASSET - (D)
RESTRICTED ASSET - (R)
SOURCE OF INFORMATION: BALANCE SHEET

VILLAGE OF ALGONQUIN
INVESTMENTS BY FUND
AS OF APRIL 30, 2020

EXHIBIT B

<u>FUND</u>	<u>TYPE</u>	<u>BANK</u>	<u>\$ AMOUNT</u>
GENERAL FUND	MMF	IMET CONV	1,644,276.32
GENERAL FUND	MMF	IL FUNDS	2,351,001.91
GENERAL FUND	SCHWAB	FIXED INCOME	5,559,462.58
GENERAL FUND	IIIT	FIXED INCOME	100,685.16
GENERAL FUND		MMF/SCHWAB TOTAL	9,655,425.97
GENERAL FUND		TOTAL	9,655,425.97
CEMETERY FUND	MMF	IMET CONV	115,061.98
CEMETERY FUND	MMF	IL FUNDS	135,722.31
CEMETERY FUND		MMF TOTAL	250,784.29
CEMETERY FUND		TOTAL	250,784.29
MFT FUND	MMF	IL FUNDS	1,986,716.11
MFT FUND		TOTAL	1,986,716.11
STREET FUND	MMF	IMET CONV	1,550,350.58
STREET FUND	MMF	IL FUNDS	2,600,633.86
STREET FUND		MMF TOTAL	4,150,984.44
STREET FUND		TOTAL	4,150,984.44
POOL FUND	MMF	IL FUNDS	0.00
POOL FUND		TOTAL	0.00
PARK FUND	MMF	IL FUNDS	577,458.02
PARK FUND		TOTAL	577,458.02
W/S OPERATING FUND	MMF	IMET CONV	1,814,260.29
W/S OPERATING FUND	MMF	IL FUNDS	1,041,176.83
W/S OPERATING FUND		MMF TOTAL	2,855,437.12
W/S OPERATING FUND		TOTAL	2,855,437.12
W/S IMPROVEMENT FUND	MMF	IMET CONV	13,270.25
W/S IMPROVEMENT FUND	MMF	IL FUNDS	1,608,189.81
W/S IMPROVEMENT FUND		MMF TOTAL	1,621,460.06
W/S IMPROVEMENT FUND		TOTAL	1,621,460.06
CUL DE SAC	MMF	IMET CONV	165,833.67
CUL DE SAC	MMF	IL FUNDS	229,165.17
HOTEL TAX	MMF	IMET CONV	99,229.48
HOTEL TAX	MMF	IL FUNDS	63,192.91
CUL DE SAC & HOTEL TAX		MMF TOTAL	557,421.23
SPECIAL REVENUE FUND		TOTAL	557,421.23
VILLAGE CONST FUND	MMF	IMET CONV	11,033.08
VILLAGE CONST FUND	MMF	IL FUNDS	12,340.61
VILLAGE CONST FUND		MMF TOTAL	23,373.69
VILLAGE CONST FUND		TOTAL	23,373.69
DEBT SERVICE FUND	MMF	IMET CONV	0.00
DEBT SERVICE FUND		MMF TOTAL	0.00
DEBT SERVICE FUND		TOTAL	0.00
TOTAL			21,679,060.93
Legend:			
IMET CONV - IMET Convience MMF			
IL FUNDS - Illinois Funds MMF			
FIXED INCOME - Schwab & Illinois Trust			
	IMET CONV		5,413,315.65
	IL FUNDS		10,605,597.54
	FIXED INCOME		5,660,147.74
	TOTAL		21,679,060.93

VILLAGE OF ALGONQUIN
FIXED INCOME - PRIVATE ADVISORY NETWORK / CHARLES SCHWAB
AS OF APRIL 30, 2020

EXHIBIT C

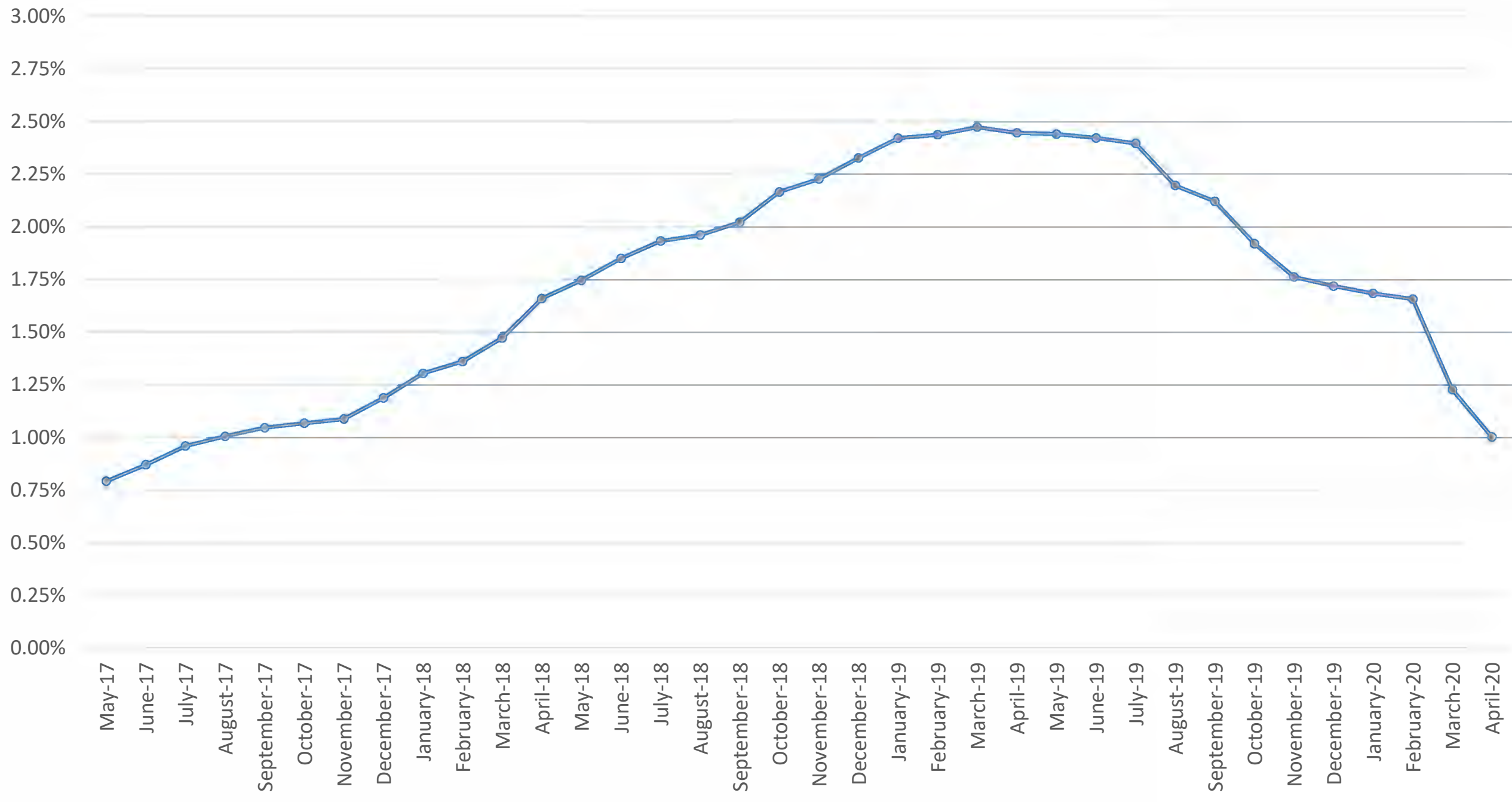
<u>INVESTMENTS - GENERAL FUND 01</u>	<u>CUSIP</u>	<u>BOOK VALUE BALANCE</u>	<u>%</u>	<u>4/30/2020 MARKET VALUE BALANCE</u>	<u>%</u>	<u>\$ INCREASE / DECREASE</u>
<u>INVESTMENT CASH ACCOUNTS</u>						
Schwab MMF		83,069.14		83,069.14		
TOTAL CASH ACCOUNTS		\$ 83,069.14	1.5%	\$ 83,069.14	1.5%	
AMERICAN EXPRESS CNTRN BK US 05/28/20 2.05%	02587DYH5	100,120.60		100,120.60		
AMERICAN EXPRESS CNTRN BK US 12/16/20 2.30%	02587DK64	151,467.30		151,467.30		
CIT BANK 12/28/20 2.75%	17284CVY7	91,188.09		91,188.09		
BMW BANK NORTH AM 01/22/21 2.10%	05580ADQ4	30,286.86		30,286.86		
WELLS FARGO BANK NA US 06/17/21 1.75%	9497485W3	151,376.55		151,376.55		
WELLS FARGO BANK 06/30/21 1.60%	9497486H5	50,375.75		50,375.75		
GOLDMAN SACHS BK USA US 02/10/21 1.95%	38148PAD9	35,311.08		35,311.08		
CAPITAL ONE BANK USA CD 04/05/22 2.40%	140420Z86	76,866.45		76,866.45		
CAPITAL ONE BANK CD 04/12/22 2.40%	140420Z2A7	171,190.70		171,190.70		
STATE BK OF INDI 05/31/22 2.45%	856285AW1	51,374.00		51,374.00		
TIAAFSB JAC 08/16/22 2.20%	87270LAJ2	51,207.00		51,207.00		
SALLIE MAE BANK CD 08/9/22 2.35%	795450C37	205,470.60		205,470.60		
CITIBANK NTNL ASSOCI CD 08/16/21 3.00%	17312QR35	153,838.95		153,838.95		
ALLY BANK MIDVALE UT CD 08/16/21 3.00%	02007GEN9	61,535.64		61,535.64		
UBS BANK USA CD 11/22/21 3.25%	90348JFY1	155,107.80		155,107.80		
MERRICK BANK CD 11/29/22 3.40%	59013J5C9	105,689.20		105,689.20		
MORGAN STANLEY CD 12/6/23 3.55%	61760ASZ3	270,041.00		270,041.00		
CITIBANK NA CD 12/21/22 3.40%	17312QX79	105,777.20		105,777.20		
BANK BARODA NEW YORK 12/28/23 3.60%	06063HBJ1	108,305.30		108,305.30		
BANK HAPOALIM BM CD 01/23/24 3.20%	06251AV80	160,484.25		160,484.25		
MORGAN STANLEY CD 6/6/24 2.70%	61690UHB9	105,522.50		105,522.50		
MORGAN STANLEY CD 7/5/24 2.30%	61690UHQ6	103,974.90		103,974.90		
GOLDMANS SACHS CD 7/3/23 2.20%	38149MCP6	103,026.60		103,026.60		
ENERBANK USA INC CD 8/15/24 2%	29278TKN9	257,000.25		257,000.25		
CAPITAL ONE, N.A. CD 8/21/24 2%	14042RNE7	154,171.05		154,171.05		
BMW BANK NORTH AM 10/11/23 1.85%	05580ASV7	127,518.38		127,518.38		
LIVE OAK BANKING CD 9/13/23 1.80%	538036HH0	152,770.95		152,770.95		
WELLS FARGO NTNL 12/30/22 1.85%	949495AF2	101,781.90		101,781.90		
STATE BANK OF INDIA 1/22/25 2%	856285SK8	154,239.45		154,239.45		
MERRICK BANK CD 1/17/25 1.75%	59013KEY8	101,711.00		101,711.00		
AXOS BANK 1.6% 3/26/25	05465DAQ1	102,964.00		102,964.00		
SUBTOTAL CD'S		\$ 3,751,695.30	67.5%	\$ 3,751,695.30	0.6748	\$ -
SERIES 09/30/22 USTN .75%	912828L57	36,279.69		36,279.69		
SERIES 03/31/23 USTN 2.50%	9128284D9	159,796.88		159,796.88		
SERIES 01/31/24 USTN 2.25%	912828V80	53,609.38		53,609.38		
SERIES 04/30/22 USTN 1.875%	912828X47	36,148.44		36,148.44		
SERIES 07/31/24 USTN 1.75%	912828Y87	105,953.12		105,953.12		
SUBTOTAL USTN/USTB		\$ 391,787.51	7.0%	\$ 391,787.51	7.0%	\$ -
SERIES 03/26/21 FFCB 2.625%	31331KA34	35,760.41		35,760.41		
SERIES 03/11/22 FFCB 2.70%	3133EDGS5	20,884.20		20,884.20		
SUBTOTAL FFCB		\$ 56,644.61	1.0%	\$ 56,644.61	1.0%	\$ -
SERIES 11/18/20 FHLB 2.00%	313379EC9	30,293.61		30,293.61		
SERIES 2/17/22 FHLB 1.63%	3130AJ2Q1	101,476.60		101,476.60		
SUBTOTAL FHLB		\$ 131,770.21	2.4%	\$ 131,770.21	2.4%	\$ -
SERIES 12/01/22 FHLMC 5.00%	3128MBM46	22,367.83		22,367.83		
SERIES 07/01/21 FHLMC 6.50%	3128PEJ74	549.70		549.70		
SERIES 12/01/21 FHLMC 6.00%	31335HRY1	8,229.20		8,229.20		
SERIES 12/01/21 FHLMC 5.50%	3128MCCS2	4,998.51		4,998.51		
SERIES 12/01/23 FHLMC 6.00%	31335HZ89	43,824.31		43,824.31		
SERIES 11/01/28 FHLMC 4.00%	3128MD7C1	30,861.21		30,861.21		

INVESTMENTS - GENERAL FUND 01	CUSIP	BOOK VALUE BALANCE	%	4/30/2020		\$ INCREASE / DECREASE
				MARKET VALUE BALANCE	%	
SERIES 05/01/23 FHLMC 5.50%	3128PKXB5	9,959.07		9,959.07		
SERIES 09/15/24 FHLMC 4.50%	31395FNK6	15,527.90		15,527.90		
SUBTOTAL FHLM / FHLMC		\$ 136,317.73	2.5%	\$ 136,317.73	2.5%	\$ -
SERIES 01/01/26 FNMA 4.00%	31419HCW0	21,609.65		21,609.65		
SERIES 05/01/23 FNMA 6.00%	3138EHBZ4	1,251.29		1,251.29		
SERIES 11/01/22 FNMA 6.00%	31413YV73	885.30		885.30		
SERIES 03/01/21 FNMA 4.50%	31418MWG3	813.76		813.76		
SERIES 11/01/22 FNMA 6.50%	31410GPP2	694.38		694.38		
SERIES 05/01/40 FNMA 5.00%	31418UCL6	25,969.76		25,969.76		
SERIES 12/01/26 FNMA 3.00%	3138E2ND3	45,357.94		45,357.94		
SERIES 09/01/27 FNMA 4.00%	3138EKAZ8	27,705.89		27,705.89		
SERIES 06/25/44 FNMA 3.50%	3136AKFL2	38,372.70		38,372.70		
SERIES 11/01/28 FNMA 4.00%	3138EPV68	24,728.54		24,728.54		
SERIES 08/17/21 FNMA 1.25%	3135G0N82	151,887.15		151,887.15		
SERIES 10/05/22 FNMA 2.00%	3135G0T78	78,027.23		78,027.23		
SERIES 02/05/24 FNMA 2.50%	3135G0V34	161,400.15		161,400.15		
SUBTOTAL FNMA		\$ 578,703.74	10.4%	\$ 578,703.74	10.4%	\$ -
SERIES 10/20/34 GNMA 6.50%	36202EA33	37,184.12		37,184.12		
SERIES 01/20/21 GNMA 5.50%	36202EGK9	696.87		696.87		
SUBTOTAL GNMA		\$ 37,880.99	0.7%	\$ 37,880.99	0.7%	\$ -
PEORIA CNTY IL 12/15/20 3.65%	712855FG5	101,480.00		101,480.00		
GENEVA IL 12/15/21 3.00%	372064LP8	25,563.25		25,563.25		
COOK COUNTY IL CD 12/01/21 2.82%	216129EU6	45,886.05		45,886.05		
COOK COUNTY IL HS 12/15/20 3.00%	21614TCY4	50,493.00		50,493.00		
PRINCE GRGS CN MD 09/15/21 3.50%	741701G59	55,466.40		55,466.40		
SOUTHERN DOOR CO 03/01/23 2.85%	842795DN3	25,429.25		25,429.25		
DECATUR IL 12/15/23 2.405%	243127XH5	51,780.50		51,780.50		
GURDON ARKANSAS 04/01/22 2.25%	403283HZ0	35,494.90		35,494.90		
SUBTOTAL MUNICIPAL BONDS		\$ 391,593.35	7.0%	\$ 391,593.35	7.0%	\$ -
TOTAL FIXED INCOME		\$ 5,476,393.44	98.5%	\$ 5,476,393.44	98.5%	\$ -
GRAND TOTAL ALL INVESTMENTS		\$ 5,559,462.58	100.0%	\$ 5,559,462.58	100.0%	\$ -

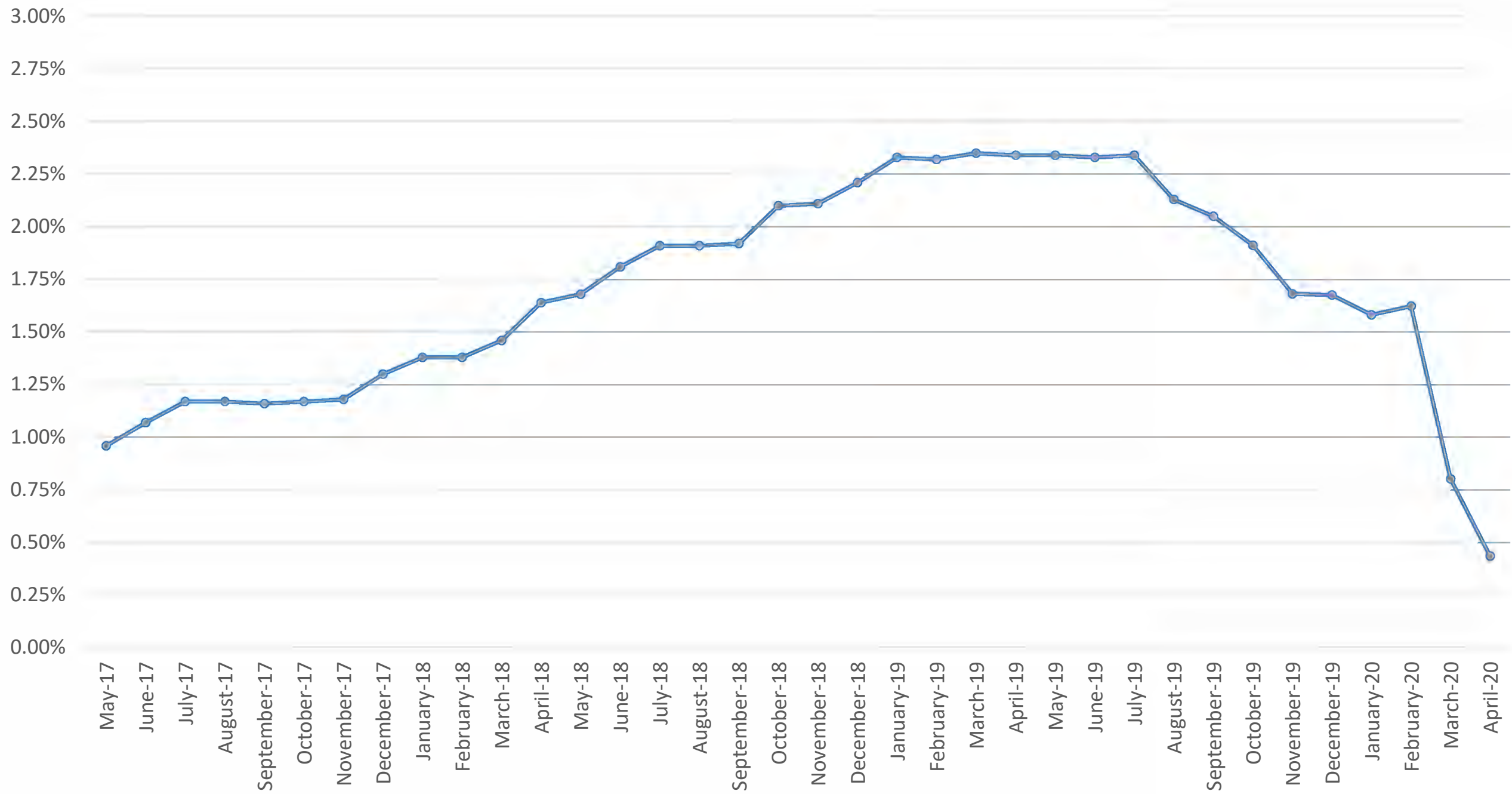
*Foreign Fixed Income Security with No Current Market Valuation; excluded from portfolio

Legend:
CD - Certificate of Deposit
USTN - United States Treasury Note
USTB - United States Treasury Bond
FFCB - Federal Farm Credit Bank
FHLB - Federal Home Loan Bank
FHLMC - Federal Home Loan Mortgage Corp
FNMA - Federal National Mortgage Association
GNMA - General National Mortgage Association

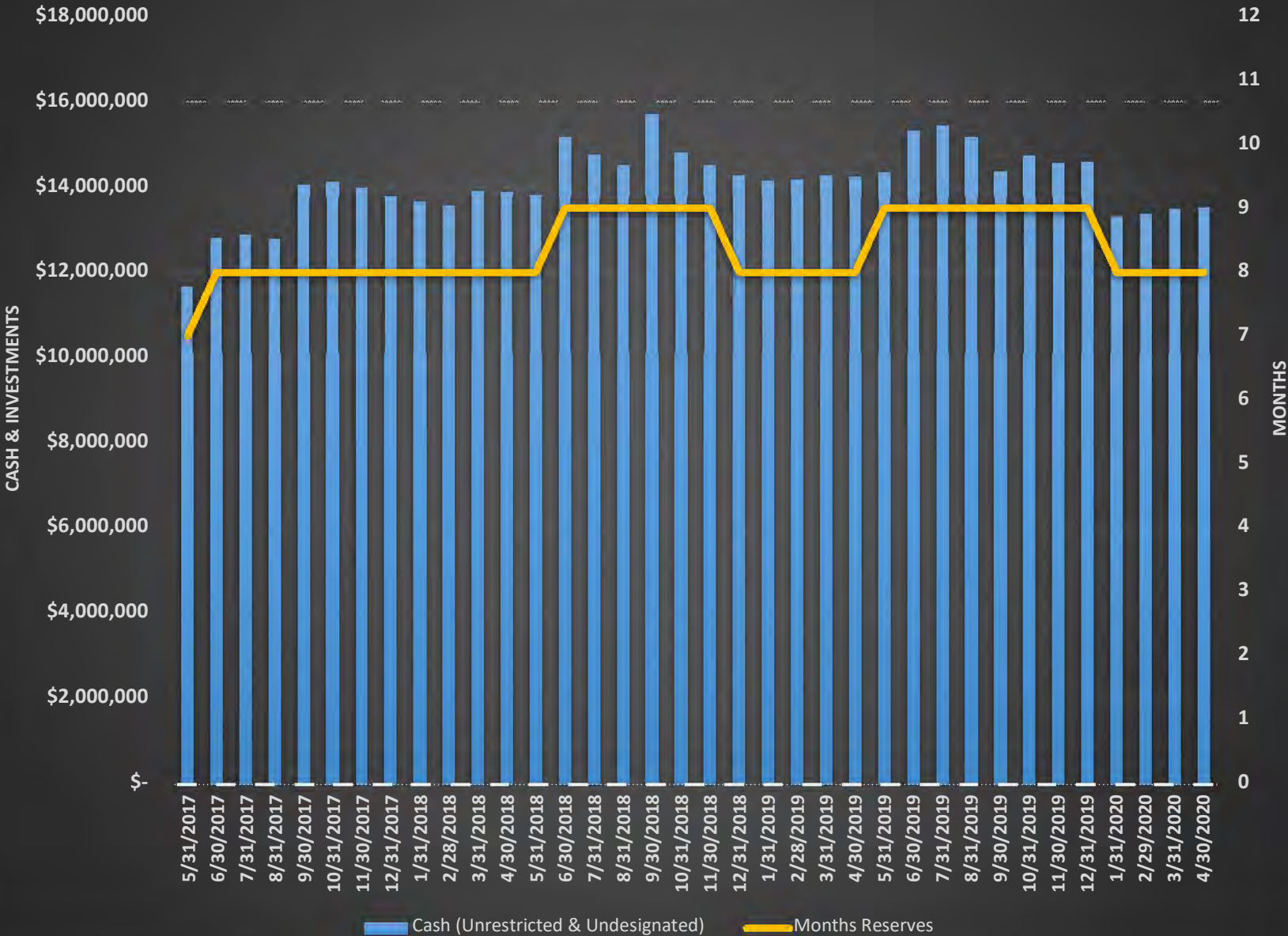
Illinois Funds - Average Daily Rate



IMET Convenience Fund - Average Daily Rate



General Fund Cash Balance (Unaudited)



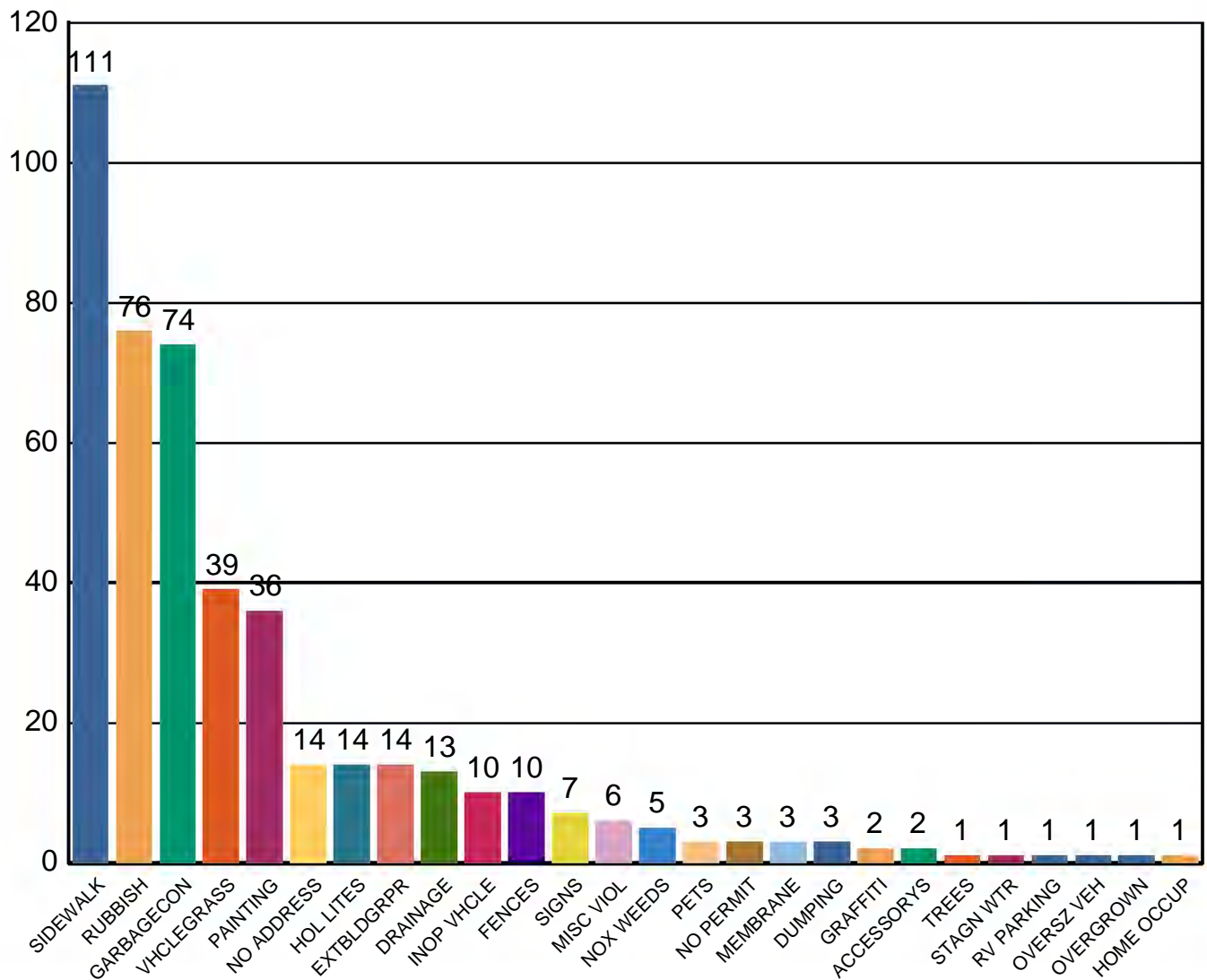


Community Development Code Violation Report

Violations between [April 01, 2020](#) and [April 30, 2020](#)

	April 2020	April 2019	2020 YTD	2019 YTD
Complaints Opened	451	121	1,556	435
Complaints Closed	406	95	1,373	356

Violations by Type



<u>Address</u>	<u>Violation Type</u>	<u>Status</u>	<u>Open Date</u>	<u>Close Date</u>	<u>Source</u>
120 ABERDEEN DR	SIGNS	Violation abated	4/9/20	4/15/20	Pubic Works
Homeowner Put A Green Turtle Sign On Village Owned Open Space Property Across From His.					
175 ABERDEEN DR	DRAINAGE	Violation abated	4/2/20	4/16/20	Online
Sump Pump Hose May Be Causing Excess Water On Adjacent Property. Adjacent Property Sits A Lot Lower Than This One, Though.					
175 ABERDEEN DR	HOLIDAY LIGHTS	Violation abated	4/2/20	4/16/20	Online
185 ABERDEEN DR	EXTERIOR BUILDING REPAIR	Letter sent	4/28/20		Inspector
Garage Door Is Damaged And Needs To Be Repaired					
245 ABERDEEN DR	FENCES	Violation abated	4/24/20	4/30/20	Phone Call
Several Damaged And Deteriorated Sections Of Fencing, Posts, And Pickets.					
270 ABERDEEN DR	VEHICLE ON GRASS	Violation abated	4/21/20	4/29/20	Inspector
Vehicle Parked With 2 Tires On Grass (Pic Taken)					
325 ABERDEEN DR	GARBAGE CONTAINERS	Violation abated	4/21/20	4/29/20	Inspector
Containers Stored In Full View In Front Of Garage					
801 W ALGONQUIN RD	TREES	Violation abated	7/30/19	4/6/20	Inspector
Mostly Dead Tree By Front Parking Area, Dead Branches Should Be Removed.					
901 W ALGONQUIN RD	MISCELLANEOUS CODE VIOL	Violation abated	3/26/20	4/6/20	Inspector
Camper Being Stored Outside In The Parking Lot At Vcp Printing, Inc.					
1000 E ALGONQUIN RD	SIGN MAINTENANCE	Violation abated	3/13/20	4/8/20	Inspector
Real Estate Sign At Fountain Square Is Damaged.					
1024 E ALGONQUIN RD	SIGNS	Violation abated	4/9/20	4/14/20	Inspector
Jimmy John'S Has A Red Inflatable Sign On Display Along Algonquin Rd.					
1300 E ALGONQUIN RD	MISCELLANEOUS CODE VIOL	Violation abated	4/13/20	4/16/20	Inspector
Several Blue Donation Boxes Dropped Off In The Algonquin Town Center Parking Lot.					
1300 E ALGONQUIN RD	RUBBISH	Violation abated	4/16/20	4/23/20	Inspector
Large Couch Dumped Behind Building At Algonquin Town Center.					
1301 E ALGONQUIN RD	MISCELLANEOUS CODE VIOL	Violation abated	3/12/20	4/8/20	Inspector
Blue Donation Box Put On Walgreeens Property.					
1400 E ALGONQUIN RD	GRAFFITI	Second email con	4/7/20		Police Departm
Graffiti Sprayed On The Rear Of 1400 E. Algonquin Rd.					
1425 W ALGONQUIN RD	RUBBISH	Violation abated	4/9/20	5/5/20	Inspector
Trash And Boxes Scattered On Ground Behind Building And In Tree Lined Area.					
1520 E ALGONQUIN RD	RUBBISH	Violation abated	4/23/20	5/5/20	Inspector
Trash In Bushes On Side Of Property.					

2531 W ALGONQUIN RD	RUBBISH	Violation abated	3/23/20	4/1/20	Inspector
Trash On Ground In Landscaped Areas Around The Parking Lot.					
2575 W ALGONQUIN RD	POTHOLE(S)	Violation abated	3/23/20	4/9/20	Inspector
Potholes On Access Road At Professional Office.					
66 ALICE LN	SIDEWALK CLEARANCE	Violation abated	3/26/20	4/3/20	Inspector
Vehicle Parked Over Sidewalk					
500 AMBERWOOD CT	PAINTING	Letter sent	4/16/20		Inspector
Fascia On Shed In Backyard Has Peeling Paint.					
510 AMBERWOOD CT	SIDEWALK CLEARANCE	Violation abated	4/30/20	5/8/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1040 APPLEWOOD LN	FENCES	Letter sent	4/30/20		Inspector
Damaged Fencing By Garage. Trash Containers In The Open Possibly Due To Damaged Fencing. Letter Addressed Both Issues.					
1750 ARBORDALE LN	RUBBISH	Violation abated	4/30/20	5/8/20	Inspector
Rolls Of Carpet By Driveway (Pic Taken)					
1800 ARBORDALE LN	SIDEWALK CLEARANCE	Violation abated	4/13/20	4/21/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1810 ARBORDALE LN	GARBAGE CONTAINERS	Violation abated	4/14/20	4/22/20	Inspector
Containers Stored In Full View In Front Of Garage					
215 ARQUILLA DR	DRAINAGE	Violation abated	4/27/20	5/12/20	Inspector
Sump Discharge Too Close To Sidewalk					
215 ARQUILLA DR	RUBBISH	Violation abated	4/21/20	4/29/20	Inspector
Discarded Wooden Shelves Out Bt Street (Pic Taken)					
230 ARQUILLA DR	FENCES	Letter sent	4/24/20		Inspector
Damaged Posts, Fence Being Propped Up By Boards On Neighbor Site					
1505 ARQUILLA DR	MEMBRANE STRUCTURE	Violation abated	4/21/20	5/7/20	Inspector
In Backyard.					
1525 ARQUILLA DR	INOPERABLE VEHICLE	Violation abated	3/24/20	4/23/20	Inspector
Blue Van With Flat Tires On Driveway.					
1587 ARQUILLA DR	SIDEWALK CLEARANCE	Violation abated	4/8/20	4/16/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1597 ARQUILLA DR	MISSING ADDRESS NUMBERS	Violation abated	4/28/20		Inspector
Could Not Find The Address On The House					
1597 ARQUILLA DR	RUBBISH	Violation abated	4/28/20	5/7/20	Inspector
Old Tub Or Sink Out By Street (Pic Taken)					
107 ARROWHEAD DR	FENCES	Violation abated	1/23/20	4/8/20	Inspector
Damaged Fence Section.					

107	ARROWHEAD DR	SNOW SHOVELING	Violation abated	1/23/20	4/8/20	Inspector
2030	ASPEN DR	SIDEWALK CLEARANCE	Violation abated	4/9/20	4/17/20	Inspector
Vehicle Parked Over Sidewalk						
2206	BARRETT DR	SIDEWALK CLEARANCE	Violation abated	3/24/20	4/1/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
2208	BARRETT DR	RUBBISH	Violation abated	4/20/20	4/28/20	Inspector
Old Gas Grill Out By Street (Pic Taken)						
2211	BARRETT DR	GARBAGE CONTAINERS	Violation abated	4/14/20	4/22/20	Inspector
Containers Stored In Full View In Front Of Garage						
2216	BARRETT DR	RUBBISH	Violation abated	4/27/20	5/5/20	Inspector
Waste Management Green Bad Full Of Trash By Street (Pic Taken)						
2216	BARRETT DR	SIDEWALK CLEARANCE	Violation abated	3/24/20	4/1/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
2244	BARRETT DR	GARBAGE CONTAINERS	Violation abated	4/21/20	4/28/20	Inspector
Containers Stored In Full View In Front Of Garage						
325	BAYBERRY DR	INOPERABLE VEHICLE	Violation abated	3/31/20	4/15/20	Inspector
Car With Right Front Tire Flat (And For Sale) In Drive Way (Pic Taken)						
333	BAYBERRY DR	GARBAGE CONTAINERS	Violation abated	4/28/20	5/5/20	Inspector
Containers Stored In Front Of The Garage						
337	BAYBERRY DR	GARBAGE CONTAINERS	Violation abated	4/28/20	5/5/20	Inspector
Containers Stored In Front Of The Garage						
412	BEACH DR	RUBBISH	Violation abated	4/27/20	5/5/20	Inspector
Old Grill Out By Street (Pic Taken)						
1311	BIG SUR PKWY	FENCES	Second letter sen	7/30/19	4/2/20	Online
Deteriorated And Missing Sections, Fence Appears Wobbly.						
1311	BIG SUR PKWY	MISCELLANEOUS CODE VIOL	Second letter sen	7/30/19	4/2/20	Online
Asphalt Drive Deteriorated, Suggested Owner Try To Sealcoat To Get More Life Out Of It						
1311	BIG SUR PKWY	MISCELLANEOUS CODE VIOL	Second letter sen	7/30/19	4/2/20	Online
Broken Or Cut Off Pipe By Drive (From Old Basketball Backboard??) To Be Removed Or Cut Flush To The Ground.						
1311	BIG SUR PKWY	NOXIOUS GRASS/WEEDS	Second letter sen	7/30/19	4/2/20	Online
Weeds And Overgrown Vegetation						
630	BIRCH ST	RUBBISH	Violation abated	4/9/20	5/5/20	Inspector
Snow Plow On Driveway During Non-Snow Plowing Season.						
1471	BOULDER BLUFF L	SIDEWALK CLEARANCE	Violation abated	3/24/20	4/1/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						

655	BRAEWOOD DR	MISSING ADDRESS NUMBERS	Letter sent	4/3/20		Inspector
Could Not Verify Any Visible Address On The Resident'S Home						
705	BRAEWOOD DR	GARBAGE CONTAINERS	Letter sent	4/3/20	4/14/20	Inspector
Containers Stored In Full View In Front Of Garage						
705	BRAEWOOD DR	MISSING ADDRESS NUMBERS	Letter sent	4/3/20		Inspector
Could Not Verify Any Visible Address On The Resident'S Home						
715	BRAEWOOD DR	MISSING ADDRESS NUMBERS	Violation abated	4/3/20	4/13/20	Inspector
Could Not Verify Any Visible Address On The Resident'S Home						
745	BRAEWOOD DR	MISSING ADDRESS NUMBERS	Letter sent	4/3/20		Inspector
Could Not Verify Any Visible Address On The Resident'S Home						
1440	BRAEWOOD DR	MISSING ADDRESS NUMBERS	Violation abated	3/27/20	4/28/20	Inspector
Could Not Verify Any Visible Address On The Resident'S Home						
1460	BRAEWOOD DR	MISSING ADDRESS NUMBERS	Violation abated	3/27/20	4/27/20	Inspector
Could Not Verify Any Visible Address On The Resident'S Home						
1205	BRANDYWINE CIR	RUBBISH	Violation abated	3/27/20	4/3/20	Inspector
Large Old Couch Left By Street On Grass						
1210	BRANDYWINE CIR	PAINTING	Letter sent	4/6/20		Inspector
Area Above Garage Needs To Be Painted						
1310	BRANDYWINE CIR	PAINTING	Letter sent	4/9/20		Inspector
Peeling Paint Visible On The Front Of The House Needs To Be Repainted						
1400	BRANDYWINE CIR	PAINTING	Letter sent	4/9/20		Inspector
Peeling Paint Visible Above The Garage Door						
1410	BRANDYWINE CIR	EXTERIOR BUILDING REPAIR	Letter sent	4/9/20		Inspector
Garage Door Significantly Dented On Left Side Needs To Be Repaired						
340	BRIARWOOD LN	FENCES	Extension Granted	4/24/20		Phone Call
Damaged, Deteriorated Fencing Sections, Posts, Pickets.						
2	BRINDLEWOOD CT	SIDEWALK CLEARANCE	Violation abated	4/7/20	4/14/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
2010	BRINDLEWOOD LN	GARBAGE CONTAINERS	Violation abated	4/22/20	4/30/20	Inspector
Containers Stored In Full View In Front Of Garage Door						
2021	BRINDLEWOOD LN	EXTERIOR BUILDING REPAIR	Letter sent	4/22/20		Inspector
Garage Door Is Damaged And Needs Repair						
2080	BRINDLEWOOD LN	DRAINAGE	Second letter sent	4/23/20		Phone Call
Sump Pump Hose Being Run In Side Yard And Dispersing Discharge Down The Sidewalk On The Side Of The Property.						
840	BRISTOL DR	PAINTING	Letter sent	4/22/20		Inspector
Garage Door Is Peeling And Needs To Be Painted						

840	BRISTOL DR	RUBBISH	Violation abated	3/11/20	4/1/20	Inspector
Lots Of Lumber On Front Porch.						
1951	BROADSMORE DR	NO BUILDING PERMIT	Letter sent	4/15/20		Inspector
Large Plastic Shed; No Permit.						
2241	BUCKTHORN DR	PAINTING	Violation abated	12/9/19	4/6/20	Inspector
Garage Door Needs To Be Repainted (Or Maybe Even Repaired?)						
2250	BUCKTHORN DR	SIDEWALK CLEARANCE	Violation abated	3/30/20	4/6/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
2301	BUCKTHORN DR	RUBBISH	Violation abated	4/20/20	4/27/20	Inspector
Two Large Water Heater Boxes At End Of Driveway (Pic Taken)						
3820	BUNKER HILL DR	DRAINAGE	Violation abated	4/6/20	4/17/20	Phone Call
Complaint That Sump Pump Hose Is Dispersing In Rear Of Backyard, Causing Discharge To Pool On Adjacent Property.						
631	BUTTERFIELD DR	VEHICLE ON GRASS	Violation abated	4/16/20	4/24/20	Inspector
Vehicle Is Parked With 2 Tires On Grass (Pic Taken)						
700	BUTTERFIELD DR	RUBBISH	Violation abated	4/20/20	4/27/20	Inspector
Large Couch Out By Sidewalk And Street (Pic Taken)						
1720	CAMBRIA LN	SIDEWALK CLEARANCE	Violation abated	4/8/20	4/21/20	Inspector
Truck Now Parked Over Sidewalk (Pic Taken)						
430	CANDLEWOOD CT	VEHICLE ON GRASS	Violation abated	4/24/20	5/1/20	Inspector
Truck Parked Partially On Grass (Pic Taken)						
3	CARDIFF CT	SIDEWALK CLEARANCE	Violation abated	4/8/20	4/16/20	Inspector
Vehicle Parked Over Sidewalk (2 Pic Taken)						
2121	CARLISLE ST	PAINTING	Violation abated	4/29/20	5/7/20	Inspector
Lower Part Of Garage Door Is Rusting And Needs Paint						
905	CARRIAGE DR	HOLIDAY LIGHTS	Violation abated	3/18/20	4/2/20	Inspector
String Of Lights On House/Garage After 90 Days (Pic Taken)						
1690	CEDARWOOD LN	SIDEWALK CLEARANCE	Violation abated	3/30/20	4/6/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
39	CENTER ST	HOLIDAY LIGHTS	Violation abated	3/24/20	4/8/20	Inspector
45	CENTER ST	HOLIDAY LIGHTS	Violation abated	4/9/20	4/23/20	Inspector
1135	CERMAK RD	VEHICLE ON GRASS	Letter sent	4/17/20		Inspector
Work Trailer Parked Onto Grass, Pad No Large Enough For Trailer						
1162	CERMAK RD	RUBBISH	Letter sent	4/17/20		Inspector
Construction Materials Stored Alongside Garage						

1300 CHARLES AVE	RUBBISH	Violation abated	4/24/20		Inspector
Trash Left By Street On Grass (Pic Taken)					
1305 CHARLES AVE	RUBBISH	Violation abated	4/8/20	4/16/20	Inspector
Many Trash Bags With No Tags Left By Street As Well As Other Trash					
1415 CHARLES AVE	RUBBISH	Violation abated	4/8/20	4/21/20	Inspector
Large Pile Of Trash Left By Curb (Pic Taken)					
1650 CHARLES AVE	SIDEWALK CLEARANCE	Violation abated	4/17/20	4/27/20	Inspector
Vehicle Parked Over Sidewalk					
1705 CHARLES AVE	HOLIDAY LIGHTS	Violation abated	3/5/20	4/7/20	Inspector
618 CHATHAM CIR	GARBAGE CONTAINERS	Violation abated	4/20/20	4/28/20	Inspector
Containers Stored In Full View In Front Of Garage					
625 CHATHAM CIR	HOLIDAY LIGHTS	Violation abated	4/2/20	4/16/20	Inspector
600 CHELSEA DR	SIDEWALK CLEARANCE	Violation abated	4/15/20	4/22/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
640 CHESTNUT CT	SIDEWALK CLEARANCE	Violation abated	4/20/20	4/28/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
705 CHESTNUT CT	GARBAGE CONTAINERS	Violation abated	4/17/20	4/27/20	Inspector
Containers Stored In Full View Left Out In Street					
715 CHESTNUT CT	SIDEWALK CLEARANCE	Violation abated	4/29/20	5/8/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
802 CIRCLE DR	SIDEWALK CLEARANCE	Violation abated	4/17/20	4/21/20	Inspector
Nissan Sedan Parked Over Sw					
625 CLAYMONT CT	SIDEWALK CLEARANCE	Violation abated	4/16/20	4/29/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
710 CLAYMONT CT	VEHICLE ON GRASS	Violation abated	4/16/20	4/24/20	Inspector
Truck Parked With 2 Tires On The Grass (Pic Taken)					
2002 CLEMATIS DR	SIDEWALK CLEARANCE	Violation abated	4/2/20	4/13/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
2003 CLEMATIS DR	HOLIDAY LIGHTS	Violation abated	4/13/20	4/21/20	Inspector
Strings Of Lights Over Roof And Over Garage Still Hung And Visible (Pic Taken)					
2006 CLEMATIS DR	SIDEWALK CLEARANCE	Violation abated	4/2/20	4/17/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
2008 CLEMATIS DR	SIDEWALK CLEARANCE	Violation abated	4/9/20	4/17/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					

2012 CLEMATIS DR	SIDEWALK CLEARANCE	Violation abated	4/9/20	4/17/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1920 CLOVERDALE LN	SIDEWALK CLEARANCE	Violation abated	4/29/20	5/7/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1960 CLOVERDALE LN	RUBBISH	Violation abated	3/24/20	4/1/20	Inspector
Pile Of Brush Quite Visible On Driveway (Pic Taken)					
1980 CLOVERDALE LN	VEHICLE ON GRASS	Violation abated	4/21/20	4/29/20	Inspector
Vehicle Parked On Street Wuth Tires On The Row Grass (Pic Taken)					
512 COLONIAL CT	DRAINAGE	Violation abated	4/29/20	4/29/20	Phone Call
Pool Company Pumped Water Into Village Property And Neighboring Yards (Pics Taken)					
512 COLONIAL CT	SIDEWALK CLEARANCE	Violation abated	4/1/20	4/8/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
515 COLONIAL CT	SIDEWALK CLEARANCE	Violation abated	4/29/20	5/8/20	Inspector
Vehicle Parked Over Sidewalk					
6 COMPTON CT	HOLIDAY LIGHTS	Letter sent	4/27/20		Inspector
Holiday Lights Are Strung Above The Garage					
6 COMPTON CT	RUBBISH	Letter sent	4/27/20	5/5/20	Inspector
Card Board Pile Out By Street (Pic Taken)					
1860 COOPER LN	PAINTING	Letter sent	4/16/20		Inspector
Garage Door Has Peeling Paint.					
1890 COOPER LN	PAINTING	Letter sent	4/23/20		Inspector
Lower Garage Door Needs To Be Painted					
1910 COOPER LN	SIDEWALK CLEARANCE	Violation abated	4/23/20	5/1/20	Inspector
Vehicle Parked Over Sidewalk (No Pic Taken) Same White Jeep					
365 COUNTRY LN	RUBBISH	Violation abated	4/3/20	4/13/20	Phone Call
Homeowner Called To Say They Set Out Items At Curbside For Spring Cleanup, Which Is Postponed. They Will Remove From Curbside As They Can.					
1300 COUNTRYSIDE DR	VEHICLE ON GRASS	Violation abated	4/15/20	4/22/20	Inspector
Truck Parked Partially On Grass (Left Side Tires) Pic Taken					
300 CRESTWOOD CT	PAINTING	Letter sent	4/28/20		Inspector
Garage Door Needs To Be Painted					
305 CRESTWOOD CT	SIDEWALK CLEARANCE	Violation abated	4/2/20	4/13/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1731 CROFTON DR	GARBAGE CONTAINERS	Violation abated	4/13/20	4/20/20	Inspector
Cans In Front Of Garage					
1731 CROFTON DR	HOLIDAY LIGHTS	Violation abated	3/19/20	4/2/20	Inspector
Electrical Cords Are On Grass For Display On Bushes					

1731	CROFTON DR	HOLIDAY LIGHTS	Violation abated	3/19/20	4/2/20	Inspector
String Of Holiday Lights On House And Above Garage						
1740	CROFTON DR	EXTERIOR BUILDING REPAIR	Letter sent	4/16/20		Inspector
Garage Doors Are Deteriorated At The Bottom.						
1791	CROFTON DR	HOLIDAY LIGHTS	Violation abated	4/2/20	4/16/20	Inspector
1651	CUMBERLAND PKV	SIDEWALK CLEARANCE	Violation abated	3/31/20	4/8/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
2030	CUMBERLAND PKV	HOLIDAY LIGHTS	Violation abated	3/16/20	4/1/20	Inspector
2060	CUMBERLAND PKV	SIDEWALK CLEARANCE	Violation abated	4/27/20	5/5/20	Inspector
Vehicle Parked Over The Sidewalk (Pic Taken)						
1140	DAWSON LN	NO BUILDING PERMIT	Violation abated	4/30/20	5/8/20	Inspector
Permit Not On File For Hot Water Heater						
1140	DAWSON LN	RUBBISH	Violation abated	4/30/20	5/8/20	Inspector
Hot Water Heater Out By Street For Groot And Groot Will Not Pick Up (Pic Taken)						
2318	DAWSON LN	PETS	Letter sent	4/8/20	4/8/20	Email
Complaint That Resident Is Breeding Dogs From Townhouse.						
310	DIAMONDBACK WA	RUBBISH	Violation abated	4/15/20	4/22/20	Inspector
Pallet And Bed Frame On Side Of Garage (Pic Taken)						
310	DIAMONDBACK WA	SIDEWALK CLEARANCE	Violation abated	4/1/20	4/8/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
330	DIAMONDBACK WA	RUBBISH	Violation abated	4/22/20	4/30/20	Inspector
Trash Left On Grass By Street (Pic Taken)						
350	DIAMONDBACK WA	RUBBISH	Violation abated	4/1/20	4/8/20	Inspector
Old Dishwasher On Side Of Street By Driveway (Pic Taken)						
8	DORCHESTER CT	SIDEWALK CLEARANCE	Violation abated	3/25/20	4/2/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
1801	DORCHESTER AVE	GARBAGE CONTAINERS	Violation abated	4/7/20	4/15/20	Inspector
Containers Stored In Full View In Front Of Garage						
1810	DORCHESTER AVE	RUBBISH	Violation abated	4/15/20	4/23/20	Inspector
Rubbish Set Out At Curbside; Groot Is Not Collecting Loose Items Right Now, And Has Postponed Spring Cleanup.						
1841	DORCHESTER AVE	GARBAGE CONTAINERS	Violation abated	3/25/20	4/2/20	Inspector
Containers Stored In Full View In Front Of Garage						
1860	DORCHESTER AVE	GARBAGE CONTAINERS	Violation abated	4/7/20	4/15/20	Inspector
Containers Stored In Full View In Front Of Garage						

1920 DORCHESTER AVE	EXTERIOR BUILDING REPAIR	Letter sent	4/23/20		Inspector
Damage Above The Garage Door Needs To Be Fixed					
1960 DORCHESTER AVE	MEMBRANE STRUCTURE	Extension Grante	4/23/20		Inspector
Backyard.					
1961 DORCHESTER AVE	GARBAGE CONTAINERS	Violation abated	3/25/20	4/2/20	Inspector
Containers Stored In Full View In Front Of Garage					
6 DOVER CT	SIDEWALK CLEARANCE	Violation abated	4/2/20	4/13/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
9 DOVER CT	SIDEWALK CLEARANCE	Violation abated	4/2/20	4/13/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
420 EASTGATE DR	SIDEWALK CLEARANCE	Violation abated	4/7/20	4/14/20	Inspector
Vehicle Parked Over Sidewalk (2 Pic Taken)					
3 ECHO WOODS DR	RUBBISH	Violation abated	4/8/20	4/14/20	Inspector
Substantial Trash At Curbside. Letter Sent Re: Spring Clean Postponed. Asked Owner To Move Trash.					
715 ELM ST	SIDEWALK CLEARANCE	Violation abated	4/27/20	5/1/20	Inspector
Car Parked Over Sw					
825 ELM ST	RUBBISH	Violation abated	4/17/20	4/27/20	Inspector
Stuff Stored Alongside Garage					
307 EMERALD LN	HOME OCCUPATION	Letter sent	4/27/20	4/27/20	Phone Call
Complaint That Homeowner Is Operating An Auto Repair Business Out Of House. Spoke With Homeowner; No Such Business Being Operated At House. He Has Been Tinkering On His 2 Older Antique Cars Since Working From Home Right Now.					
342 EMERALD LN	GARBAGE CONTAINERS	Violation abated	4/22/20	4/30/20	Inspector
Containers Out By Street Blown Trash Over Driveway Etc (Pic Taken)					
342 EMERALD LN	SIDEWALK CLEARANCE	Violation abated	4/29/20	5/8/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
712 EVERGREEN CT	SIDEWALK CLEARANCE	Violation abated	4/14/20	4/21/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
740 FAIRFIELD LN	SIDEWALK CLEARANCE	Violation abated	4/27/20	5/5/20	Inspector
Vehicle Parked Over The Sidewalk (Pic Taken)					
750 FAIRFIELD LN	VEHICLE ON GRASS	Violation abated	4/16/20	4/24/20	Inspector
Minivan Parked lwith Front Tires On Grass (Pic Taken)					
810 FAIRWAY VIEW DR	INOPERABLE VEHICLE	Violation abated	3/11/20	4/14/20	Inspector
White Ford Mustang With Significant Front End Damage On Driveway.					
275 FARMHILL DR	EXTERIOR BUILDING REPAIR	Letter sent	4/9/20		Inspector
Trim Work On House Is Rotted.					

300 FARMHILL CT	SIDEWALK CLEARANCE	Violation abated	4/14/20	4/21/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
320 FARMHILL CT	RUBBISH	Violation abated	4/16/20	5/12/20	Inspector
Stone Blocks And Other Debris On Driveway And Side Of House					
325 FARMHILL CT	GARBAGE CONTAINERS	Extension Granted	3/26/20	4/21/20	Inspector
Garbage Container Being Stored In Front Of Garage.					
335 FARMHILL CT	INOPERABLE VEHICLE	Violation abated	4/8/20	4/17/20	Inspector
Unlicensed Vehicle Parked In Driveway					
335 FARMHILL CT	SIDEWALK CLEARANCE	Violation abated	4/8/20	4/17/20	Inspector
Two Vehicles Parked Over Sidewalk (Pic Taken)					
1510 FARMHILL DR	PETS	Letter sent	4/9/20		Inspector
Trim Work Around Doors At Third Bay On Garage Has Peeling Paint.					
1510 FARMHILL DR	VEHICLE ON GRASS	Letter sent	4/9/20	5/5/20	Inspector
Trailer On Grass In Side Yard.					
1555 FARMHILL DR	VEHICLE ON GRASS	Violation abated	4/15/20	4/22/20	Inspector
Horse Trailer Is Partially Parked On Grass (Pic Taken)					
1605 FARMHILL DR	DRAINAGE	Violation abated	4/27/20	5/12/20	Inspector
Sump Discharge Over Sidewalk					
1721 FERNWOOD LN	SIDEWALK CLEARANCE	Violation abated	4/30/20	5/8/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1800 FERNWOOD LN	SIDEWALK CLEARANCE	Violation abated	4/30/20	5/8/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
480 FLORA DR	PAINTING	Letter sent	4/22/20		Inspector
Garage Door Needs To Be Painted					
490 FLORA DR	PAINTING	Letter sent	4/22/20		Inspector
Garage Door Needs To Be Painted					
520 FLORA DR	SIDEWALK CLEARANCE	Violation abated	4/9/20	4/17/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
530 FLORA DR	GARBAGE CONTAINERS	Violation abated	4/14/20	4/21/20	Inspector
Containers Stored In Full View In Front Of Garage					
580 FLORA DR	HOLIDAY LIGHTS	Violation abated	3/26/20	4/8/20	Inspector
600 FLORA DR	GARBAGE CONTAINERS	Violation abated	4/9/20	4/17/20	Inspector
Containers Out By Street Early Am On Non Garbge Day (Windy Conditions)					
530 FOREST CIR	MISSING ADDRESS NUMBERS	Violation abated	3/30/20	4/30/20	Inspector
Could Not Verify Any Visible Address On The Resident'S Home					

540 FOREST CIR	GARBAGE CONTAINERS	Violation abated	4/17/20	4/27/20	Inspector
Containers Stored In Full View Left Out In Street					
715 FOX RUN LN	SIDEWALK CLEARANCE	Violation abated	3/30/20	4/6/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
715 FOX RUN LN	SIDEWALK CLEARANCE	Violation abated	4/8/20	4/16/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
735 FOX RUN LN	SIDEWALK CLEARANCE	Violation abated	3/30/20	4/6/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
584 GASLIGHT DR	HOLIDAY LIGHTS	Violation abated	3/18/20	4/2/20	Inspector
String Of Lights On House/Garage After 90 Days (Pic Taken)					
586 GASLIGHT DR	MISSING ADDRESS NUMBERS	Violation abated	3/24/20	4/27/20	Inspector
Could Not Verify Any Visible Address On The Resident'S Home					
745 GASLIGHT DR	GARBAGE CONTAINERS	Violation abated	4/20/20	4/28/20	Inspector
Containers Stored In Full View In Front Of Garage					
755 GASLIGHT DR	PAINTING	Letter sent	4/3/20		Inspector
Paint Above Garage Door Is Flaking/Peeling On Side Of House					
765 GASLIGHT DR	RUBBISH	Violation abated	4/3/20	4/13/20	Inspector
Green Wm Waste Bag Left At Street For Several Days (Thinking Waiting For Groot Which Was Postponed) Pic Taken					
775 GASLIGHT DR	RUBBISH	Violation abated	4/20/20	4/28/20	Inspector
Recliner Out By Street Near Driveway (Pic Taken)					
1010 GASLIGHT DR	GARBAGE CONTAINERS	Violation abated	4/3/20	4/14/20	Inspector
Containers Left In Street In Full View					
1320 GASLIGHT DR	GARBAGE CONTAINERS	Violation abated	4/13/20	4/20/20	Inspector
Containers Stored In Front Of Garage Hidden By Truck In Driveway					
4161 GEORGETOWN CIR	SIDEWALK CLEARANCE	Violation abated	4/29/20	5/4/20	Phone Call
Jaguar Blocking Public Sidewalk					
740 GLACIER PKWY	GARBAGE CONTAINERS	Violation abated	3/27/20	4/5/20	Inspector
Containers Stored In Full View By Street					
950 GLACIER PKWY	SIDEWALK CLEARANCE	Violation abated	3/12/20	4/18/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1030 GLACIER PKWY	SIDEWALK CLEARANCE	Violation abated	4/2/20	4/13/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1210 GLACIER PKWY	VEHICLE ON GRASS	Violation abated	4/1/20	4/8/20	Inspector
Car Parked On Grass 2 Right Wheels Off Driveway					
1410 GLACIER PKWY	HOLIDAY LIGHTS	Violation abated	3/18/20	4/1/20	Inspector

1410	GLACIER PKWY	MISSING ADDRESS NUMBERS	Violation abated	3/18/20	4/1/20	Inspector
1 Digit Is Missing From Set Of Address Numbers.						
1600	GLACIER PKWY	SIDEWALK CLEARANCE	Violation abated	4/1/20	4/8/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
1620	GLACIER PKWY	HOLIDAY LIGHTS	Violation abated	3/26/20	4/21/20	Inspector
350	GLENWOOD CT	MISSING ADDRESS NUMBERS	Violation abated	2/7/20	4/7/20	Inspector
2 Of The Digits Have Fallen Off The Set Of Address Numbers On The Front Of The House.						
310	GOLF LN	FENCES	Letter sent	4/16/20		Inspector
Fence Separating 300 And 310 Golf Ln. Is Damaged.						
3681	GRAYHAWK DR	RUBBISH	Violation abated	4/13/20	4/20/20	Inspector
Trash At Curb, Spring Clean Up Postponed, Move From Curb.						
1120	GREENRIDGE AVE	GARBAGE CONTAINERS	Violation abated	4/17/20	4/27/20	Inspector
Containers Stored In Full View Left Out In Street						
1145	GREENRIDGE AVE	SIGNS	Phoned contact	4/16/20	4/16/20	Online
Complaint Received Regarding A Political Flag With The Word "Bullshit" On It Offending Kids In The Neighborhood. Talked To Homeowner, Without Requiring Him To Remove Flag, Who Will Be Leaving It Up.						
1220	GREENRIDGE AVE	RUBBISH	Violation abated	4/17/20	4/27/20	Inspector
Pile Of Cardboard By The Street (Pic Taken)						
1220	GREENRIDGE AVE	SIDEWALK CLEARANCE	Violation abated	4/17/20	4/27/20	Inspector
Vehicle Parked Over Sidewalk						
1330	GREENRIDGE AVE	INOPERABLE VEHICLE	Violation abated	3/23/20	4/21/20	Inspector
Red Suv With A Flat Tire On Driveway.						
1420	GREENRIDGE AVE	SIDEWALK CLEARANCE	Violation abated	4/17/20	4/27/20	Inspector
Vehicle Parked Over Sidewalk						
1430	GREENRIDGE AVE	SIDEWALK CLEARANCE	Violation abated	4/17/20	4/27/20	Inspector
Vehicle Parked Over Sidewalk						
1435	GREENRIDGE AVE	SIDEWALK CLEARANCE	Violation abated	4/14/20	4/20/20	Inspector
Car Parked Over Sw						
611	HACKBERRY LN	SIDEWALK CLEARANCE	Violation abated	4/21/20	4/29/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
631	HACKBERRY LN	SIDEWALK CLEARANCE	Violation abated	4/21/20	4/29/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
740	HACKBERRY LN	VEHICLE ON GRASS	Violation abated	4/13/20	4/21/20	Inspector
Vehicle Parked Partially On Grass (Pic Taken)						
820	HACKBERRY LN	HOLIDAY LIGHTS	Violation abated	4/7/20	4/21/20	Inspector
String Of Holiday Lights Above Garage (Pic Taken)						

820 HACKBERRY LN	RUBBISH	Violation abated	4/7/20	4/15/20	Inspector
Pile Of Scrap Wood By The Street On Grass					
841 HACKBERRY LN	VEHICLE ON GRASS	Violation abated	4/13/20	4/21/20	Inspector
Vehicle Parked Partially On Grass (Pic Taken)					
4 HAMPTON CT	GARBAGE CONTAINERS	Violation abated	4/7/20	4/15/20	Inspector
Containers Stored In Full View In Front Of Garage					
8 HAMPTON CT	GARBAGE CONTAINERS	Violation abated	3/31/20	4/8/20	Inspector
Containers Stored In Full View In Front Of Garage					
127 S HARRISON ST	GARBAGE CONTAINERS	Violation abated	4/17/20	4/27/20	Inspector
Containers Stored In Full View Left Out In Street					
415 S HARRISON ST	GARBAGE CONTAINERS	Violation abated	4/17/20	4/27/20	Inspector
Containers Stored In Full View Left Out In Street					
517 N HARRISON ST	FENCES	Violation abated	1/28/20	4/1/20	Inspector
Prohibited Wire Fence Surrounding Backyard.					
519 N HARRISON ST	FENCES	Letter sent	4/2/20		Inspector
Prohibited Wire Fence Installed In Backyard.					
605 N HARRISON ST	RUBBISH	Violation abated	4/3/20	5/5/20	Inspector
Rubbish On Side Of House And On Driveway.					
906 N HARRISON ST	HOLIDAY LIGHTS	Violation abated	4/9/20	4/23/20	Inspector
1209 N HARRISON ST	RUBBISH	Second letter sen	4/23/20		Inspector
2 Large Couches At Curbside.					
1214 N HARRISON ST	RUBBISH	Violation abated	4/9/20	4/15/20	Inspector
Rubbish Set Out At Curbside For Spring Cleanup. Cleanup Is Postponed; Rubbish Needs To Be Removed.					
1426 N HARRISON ST	EXTERIOR BUILDING REPAIR	Letter sent	4/24/20		Inspector
Attached, Covered Overhang Over Driveway Is Deteriorated, With Areas Of Rot And Peeling Paint.					
1544 N HARRISON ST	HOLIDAY LIGHTS	Violation abated	4/9/20	4/23/20	Inspector
1562 N HARRISON ST	RUBBISH	Letter sent	4/23/20		Inspector
Piles Of Small Tree Debris In Backyard.					
1607 HARTLEY DR	MISSING ADDRESS NUMBERS	Letter sent	3/23/20	4/21/20	Inspector
1 Digit Is Falling Off Set Of Address Numbers On House.					
1620 HARTLEY DR	PAINTING	Letter sent	4/15/20		Inspector
Garage Door Has Peeling Paint Needs Repainting					
1621 HARTLEY DR	RUBBISH	Violation abated	4/13/20	4/21/20	Inspector
Debris Is Laying By Front Porch (Pic Taken)					

1671 HARTLEY DR	RUBBISH	Violation abated	4/13/20	4/21/20	Inspector
Debris/Rubbish Left By Street (Groot Postponed 4/11) Pic Taken					
1690 HARTLEY DR	GARBAGE CONTAINERS	Violation abated	4/27/20	5/5/20	Inspector
Containers Stored In Full View In Street					
1781 HARTLEY DR	SIDEWALK CLEARANCE	Violation abated	4/3/20	4/14/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1811 HARTLEY DR	SIDEWALK CLEARANCE	Violation abated	4/24/20	5/1/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
5 HAVERFORD CT	SIDEWALK CLEARANCE	Violation abated	4/3/20	4/14/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
15 HAVERFORD CT	GARBAGE CONTAINERS	Violation abated	4/14/20	4/22/20	Inspector
Containers Stored In Full View In Front Of Garage					
1590 HAVERFORD DR	INOPERABLE VEHICLE	Violation abated	3/11/20	4/3/20	Inspector
Vehicle Parked In Driveway Has Flat Tire (Pic Taken)					
1751 HAVERFORD DR	DRAINAGE	Violation abated	4/1/20	4/23/20	Phone Call
Sump Pump Hose Is Near The Sidewalk On Side Of Property; Discharge Is Going Onto The Sidewalk.					
1751 HAVERFORD DR	SIDEWALK CLEARANCE	Violation abated	3/30/20	4/6/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
12 HICKORY LN	INOPERABLE VEHICLE	Violation abated	4/13/20	4/21/20	Inspector
Unlicensed Vehicle In Driveway (Pic Taken)					
19 HICKORY LN	SIDEWALK CLEARANCE	Violation abated	4/23/20	5/1/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
25 HICKORY LN	SIDEWALK CLEARANCE	Violation abated	4/7/20	4/14/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
225 HIGHLAND AVE	VEHICLE ON GRASS	Violation abated	3/31/20	4/21/20	Inspector
Trailer On The Grass.					
1641 HIGHMEADOW LN	GARBAGE CONTAINERS	Violation abated	3/24/20	4/1/20	Inspector
Containers Stored In Full View In Front Of Garage					
1641 HIGHMEADOW LN	SIDEWALK CLEARANCE	Violation abated	3/24/20	4/1/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1681 HIGHMEADOW LN	EXTERIOR BUILDING REPAIR	Violation abated	3/30/20	4/6/20	Inspector
Missing Siding Strip Over Garage					
1681 HIGHMEADOW LN	MISSING ADDRESS NUMBERS	Violation abated	3/30/20	4/8/20	Inspector
Address Is Not Visible On House					
1691 HIGHMEADOW LN	EXTERIOR BUILDING REPAIR	Letter sent	4/23/20		Inspector
Left Garage Door Has Significant Dents					

130 HILLCREST DR	INOPERABLE VEHICLE	Violation abated	4/9/20	5/11/20	Inspector
White Mitsubishi Eclipse Missing A Wheel On The Driveway.					
206 HILLCREST DR	SIDEWALK CLEARANCE	Violation abated	4/17/20	4/21/20	Inspector
Black Sedan Parked Over Sw					
1260 HILLSIDE VIEW DR	GARBAGE CONTAINERS	Violation abated	4/3/20	4/14/20	Inspector
Containers Left In Street In Full View					
1265 HILLSIDE VIEW DR	GARBAGE CONTAINERS	Violation abated	4/3/20	4/14/20	Inspector
Containers Left In Street In Full View					
1161 HOLLY LN	SIDEWALK CLEARANCE	Violation abated	3/31/20	4/8/20	Inspector
Vehicles Parked Over Sidewalk (Pic Taken)					
1941 HONEY LOCUST DR	HOLIDAY LIGHTS	Violation abated	3/20/20	4/1/20	Inspector
String Of Lights In The Front Of The House (No Pic)					
2021 HONEY LOCUST DR	SIDEWALK CLEARANCE	Violation abated	3/25/20	4/2/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
320 S HUBBARD ST	VEHICLE ON GRASS	Violation abated	4/7/20	4/15/20	Inspector
2 Vehicles Parked On Grass (Pic Taken)					
326 S HUBBARD ST	GARBAGE CONTAINERS	Violation abated	4/17/20	4/27/20	Inspector
Containers Stored In Full View Left Out In Street					
705 HUNTINGTON CT	SIDEWALK CLEARANCE	Violation abated	4/7/20	4/14/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
400 JAMES CT	GARBAGE CONTAINERS	Violation abated	4/17/20	4/27/20	Inspector
Containers Stored In Full View Left Out In Street					
417 JAMES CT	GARBAGE CONTAINERS	Violation abated	4/17/20	4/27/20	Inspector
Containers Stored In Full View Left Out In Street					
508 JAMES CT	GARBAGE CONTAINERS	Violation abated	4/22/20	4/30/20	Inspector
Containers Out By Street Day Before Early Morning (Happened Before)					
14 JAYNE ST	INOPERABLE VEHICLE	Violation abated	3/24/20	4/23/20	Inspector
Blue Car With Flat Tires On Driveway.					
321 JEFFERSON ST	PAINTING	Letter sent	4/21/20		Inspector
Peeling Paint And Some Damaged/Missing Trim Boards					
810 JENNIFER CT	MISCELLANEOUS CODE VIOL	Violation abated	4/9/20	4/14/20	Pubic Works
Basketball Backboard In Street. Owner To Move Or Trash.					
1 JOYCE CT	SIDEWALK CLEARANCE	Violation abated	4/30/20	5/8/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1561 KENSINGTON DR	PAINTING	Letter sent	4/28/20		Inspector
Garage Door Needs To Be Painted					

1651 KENSINGTON DR	MISSING ADDRESS NUMBERS	Violation abated	3/27/20	4/6/20	Inspector
Could Not Verify Any Visible Address On The Resident'S Home					
1800 KENSINGTON DR	VEHICLE ON GRASS	Violation abated	3/24/20	4/14/20	Inspector
Trailer With Recreational Vehicles On It On Grass In Side Yard.					
602 KINGSBURY CT	PAINTING	Letter sent	4/23/20		Inspector
Garage Door Needs To Be Painted					
630 KIRKLAND DR	OVERSIZED VEHICLE	Violation abated	4/9/20	4/13/20	Online
Parking Large Truck In Drive. Spoke With Owner, He Switched Trucking Companies And Brought Truck Home For Weekend Only. He Is Aware He Cannot Park For Extended Time.					
213 LA FOX RIVER DR	EXTERIOR BUILDING REPAIR	Letter sent	4/23/20		Inspector
Area Of Siding On North Side Of House Is Peeling Away From The House.					
303 LA FOX RIVER DR	GARBAGE CONTAINERS	Violation abated	4/3/20	4/14/20	Inspector
Containers Left In Street In Full View					
205 LAKE DR	HOLIDAY LIGHTS	Violation abated	4/6/20	5/8/20	Inspector
2140 LAKE COOK RD	RUBBISH	Violation abated	3/9/20	4/14/20	Inspector
Pile Of Roof Shingles On North Side Of Building.					
741 LAKE CORNISH WA	VEHICLE ON GRASS	Violation abated	4/15/20	4/22/20	Inspector
Vehicle Parked With 2 Left Tire On Grass (Pic Taken)					
781 LAKE CORNISH WA	INOPERABLE VEHICLE	Violation abated	4/22/20	5/8/20	Inspector
Vehicle Parked On Driveway With Flat Right Front Tire					
810 LAKE CORNISH WA	VEHICLE ON GRASS	Violation abated	4/29/20	5/8/20	Inspector
Vehicle Is Parked On Grass On Left Side Of Driveway (Pic Taken)					
831 LAKE CORNISH WA	MISSING ADDRESS NUMBERS	Letter sent	4/15/20		Inspector
Could Not Find Address On House (Painted On Mailbox)					
831 LAKE CORNISH WA	SIDEWALK CLEARANCE	Letter sent	4/15/20	4/23/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
831 LAKE CORNISH WA	SIDEWALK CLEARANCE	Second letter sen	4/29/20		Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
2 LAKE DRIVE CT	RUBBISH	Violation abated	2/20/20	4/7/20	Phone Call
Several Piles Of Tree Branches In Backyard.					
302 LAKE GILLILAN WA	SIDEWALK CLEARANCE	Violation abated	4/15/20	4/22/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
327 LAKE GILLILAN WA	RUBBISH	Violation abated	4/22/20	4/30/20	Inspector
Tv Left Out By Curb (Pic Taken)					
354 LAKE GILLILAN WA	SIDEWALK CLEARANCE	Violation abated	4/1/20	4/8/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					

480 LAKE PLUMLEIGH	HOLIDAY LIGHTS	Letter sent	4/22/20		Inspector
Lights Strung Over Garage Door (Pic Taken)					
501 LAKE PLUMLEIGH	GARBAGE CONTAINERS	Violation abated	4/15/20	4/23/20	Inspector
Containers Fully Visible In Street Full Day Before Garbage Pickup					
501 LAKE PLUMLEIGH	SIDEWALK CLEARANCE	No violation sited	4/27/20	4/27/20	Online
No Vehicles Cited Across The Sidewalk.					
510 LAKE PLUMLEIGH	GARBAGE CONTAINERS	Violation abated	4/15/20	4/23/20	Inspector
Containers Fully Visible In Street Full Day Before Garbage Pickup					
530 LAKE PLUMLEIGH	SIDEWALK CLEARANCE	Violation abated	4/8/20	4/16/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
560 LAKE PLUMLEIGH	SIDEWALK CLEARANCE	Violation abated	4/8/20	4/16/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
610 LAKE PLUMLEIGH	SIDEWALK CLEARANCE	Violation abated	4/8/20	4/16/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1401 LANCASTER LN	RUBBISH	Violation abated	4/15/20	4/22/20	Inspector
2 Pallets On Grass By Street (Pic Taken)					
1810 LAWDALE DR	SIDEWALK CLEARANCE	Violation abated	3/24/20	4/1/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1210 LEXINGTON DR	GARBAGE CONTAINERS	Violation abated	4/24/20	5/4/20	Inspector
Containers Left Out By Street Day After Groot (More Than Once)					
1231 LEXINGTON DR	VEHICLE ON GRASS	Violation abated	4/21/20	4/29/20	Inspector
Vehicle Parked Over Grass (2 Right Tires) On Driveway (Pic Taken)					
1301 LEXINGTON DR	INOPERABLE VEHICLE	Letter sent	4/15/20		Inspector
Black Honda With A Flat Tire On The Driveway.					
1351 LEXINGTON DR	NO BUILDING PERMIT	Violation abated	4/8/20	4/30/20	Inspector
Hot Water Heater Was Replaced - Found By Street - Addressed In Letter					
1351 LEXINGTON DR	RUBBISH	Violation abated	4/8/20	4/16/20	Inspector
Hot Water Heater Left Out By Street (Pic Taken)					
760 LILAC DR	SIDEWALK CLEARANCE	Violation abated	3/26/20	4/16/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
503 LINCOLN ST	INOPERABLE VEHICLE	Violation abated	3/24/20	4/23/20	Inspector
Mercedes With A Flat Tire On Driveway.					
503 LINCOLN ST	PAINTING	Letter sent	4/23/20		Inspector
Peeling Paint On Garage Doors, And Trim On Windows On House Is Deteriorated.					
821 LINDA DR	GARBAGE CONTAINERS	Violation abated	4/17/20	4/27/20	Inspector
Containers Stored In Full View Left Out In Street					

933 LINDA DR	GARBAGE CONTAINERS	Violation abated	4/24/20	5/4/20	Inspector
Containers Left Out By Street Day After Groot (More Than Once)					
2324 LOOP RD	SIDEWALK CLEARANCE	Violation abated	8/16/19	4/20/20	Online
Complaint About Cars Parked Over Sidewalk					
109 N MAIN ST	ACCESSORY STRUCTURE	Letter sent	4/24/20		Inspector
Shed Is Damaged With A Hole In The Roof, Dents, Peeling Paint, And Wood Members Falling Off.					
109 N MAIN ST	PAINTING	Letter sent	4/24/20		Inspector
Front Door On Building Has Peeling Paint, Window Trim Is Deteriorated, And Trim On Rear Of Building Is Falling Off.					
200 S MAIN ST	GRAFFITI	Second letter sen	4/15/20		Police Depart
Graffiti Sprayed On Dumpsters In Rear Of Building.					
221 S MAIN ST	PAINTING	Letter sent	4/23/20		Inspector
Siding Has Peeling Paint, And Wood Trim Areas Are Deteriorated.					
321 S MAIN ST	PAINTING	Letter sent	4/9/20		Inspector
White Finish On Roof Shingles Is Chipping Off.					
408 S MAIN ST	RUBBISH	Violation abated	4/17/20	4/30/20	Inspector
Rubbish Behind Verns Taxidermy Shop					
409 N MAIN ST	RUBBISH	Violation abated	4/23/20	5/5/20	Inspector
Rubbish At Curbside.					
415 N MAIN ST	RUBBISH	Violation abated	4/23/20	5/7/20	Inspector
Rubbish At Curbside.					
852 S MAIN ST	MISCELLANEOUS CODE VIOL	Violation abated	3/18/20	4/21/20	Inspector
Trailer With Ogden Blinds Logo On It Parked In Front Of Property.					
1201 S MAIN ST	MISCELLANEOUS CODE VIOL	Letter sent	4/9/20		Email
Complaint That Lighting At Property Is Trespassing Onto Adjacent Property.					
1201 S MAIN ST	SIGNS	Violation abated	3/30/20	4/8/20	Inspector
Political Sign Still At Property.					
1202 S MAIN ST	MISCELLANEOUS CODE VIOL	Violation abated	3/31/20	4/8/20	Inspector
Car For Sale Parked In Front Parking Lot At Organic Rootz.					
540 MAJESTIC DR	PAINTING	Letter sent	4/22/20		Inspector
Garage Door Needs To Be Painted					
640 MAJESTIC DR	SIDEWALK CLEARANCE	Violation abated	4/6/20	4/14/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
681 MAJESTIC DR	SIDEWALK CLEARANCE	Violation abated	4/15/20	5/1/20	Inspector
Bush Over Sw At Southwest Corner At Harnish					
740 MAJESTIC DR	SIDEWALK CLEARANCE	Violation abated	4/3/20	4/13/20	Inspector
Vehicle Parked Over Sidewalk (New Owner) Pic Taken					

740	MAJESTIC DR	SIDEWALK CLEARANCE	Violation abated	3/20/20	4/1/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
770	MAJESTIC DR	EXTERIOR BUILDING REPAIR	Letter sent	4/9/20		Inspector
Siding On Side Of House Is Damaged, With A Large Portion Missing.						
780	MAJESTIC DR	SIDEWALK CLEARANCE	Violation abated	4/3/20	4/13/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
781	MAJESTIC DR	VEHICLE ON GRASS	Letter sent	4/27/20		Inspector
Rv Parked (In Reverse) With Right Front Tire (At Least) On The Grass (Pic Taken)						
790	MAJESTIC DR	FENCES	Letter sent	4/27/20		Email
Some Sections Of Fencing Have Separated From The Rest Of The Fence.						
790	MAJESTIC DR	HOLIDAY LIGHTS	Violation abated	3/24/20	4/8/20	Inspector
String Of Lights Hung Over Front Door						
790	MAJESTIC DR	INOPERABLE VEHICLE	Letter sent	4/9/20		Inspector
Suv With A Flat Tire On Driveway.						
1141	MAPLEWOOD LN	SIDEWALK CLEARANCE	Violation abated	3/31/20	4/8/20	Inspector
Vehicle Parked Over Sidewalk						
1151	MAPLEWOOD LN	SIDEWALK CLEARANCE	Violation abated	4/2/20	4/9/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
721	MAYFAIR LN	SIDEWALK CLEARANCE	Violation abated	3/30/20	4/5/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
721	MAYFAIR LN	SIDEWALK CLEARANCE	Violation abated	4/29/20	5/7/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
721	MAYFAIR LN	VEHICLE ON GRASS	Violation abated	3/30/20	4/5/20	Inspector
Truck Has To Right Wheels Parked On Grass						
850	MAYFAIR LN	SIDEWALK CLEARANCE	Violation abated	4/22/20	4/30/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
1020	MEGHAN AVE	FENCES	Violation abated	3/16/20	4/14/20	Inspector
Gate On Fence Is Damaged.						
1115	MEGHAN AVE	GARBAGE CONTAINERS	Violation abated	4/17/20	4/27/20	Inspector
Containers Stored In Full View Left Out In Street						
1225	MEGHAN AVE	GARBAGE CONTAINERS	Violation abated	4/17/20	4/27/20	Inspector
Containers Stored In Full View Left Out In Street						
1515	MEGHAN AVE	GARBAGE CONTAINERS	Violation abated	4/24/20	5/4/20	Inspector
Containers Left Out By Street Day After Groot (More Than Once)						
1520	MEGHAN AVE	GARBAGE CONTAINERS	Violation abated	4/24/20	5/4/20	Inspector
Containers Left Out By Street Day After Groot (More Than Once)						

1595	MEGHAN AVE	SIDEWALK CLEARANCE	Violation abated	4/28/20	5/5/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
1501	MILLBROOK DR	FENCES	Violation abated	4/3/20	5/8/20	Email
Couple Of Fence Sections Have Fallen Down At Canterbury Place Townhomes.						
1170	MILLCREEK LN	RUBBISH	Violation abated	4/13/20	4/21/20	Inspector
Debris/Rubbish Left By Street (Groot Postponed 4/11) Pic Taken						
1180	MILLCREEK LN	RUBBISH	Violation abated	4/13/20	4/21/20	Inspector
Debris/Rubbish Left By Street (Groot Postponed 4/11) Pic Taken						
1181	MILLCREEK LN	RUBBISH	Violation abated	4/20/20	4/28/20	Inspector
Large Green (Wm) Trash Bag On Driveway (Pic Taken)						
1430	NOTTING HILL RD	DRAINAGE	Letter sent	4/29/20		Phone Call
Sump Pump Is Pumping Water W/O Any Hose Extension Which Then Flow Downhill Into Other Yards. Needs A Hose Extension Of Maybe 50 Feet Towards Their Backyard						
1441	NOTTING HILL RD	SIDEWALK CLEARANCE	Violation abated	4/9/20	4/17/20	Inspector
Vehicle Parked Over Sidewalk						
1480	NOTTING HILL RD	SIDEWALK CLEARANCE	Violation abated	3/24/20	4/1/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
1490	NOTTING HILL RD	SIDEWALK CLEARANCE	Violation abated	4/28/20	5/5/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
3211	NOTTINGHAM DR	SIDEWALK CLEARANCE	Violation abated	4/23/20	5/1/20	Inspector
Hyundai Sedan Parked Over Sw						
1001	OAK LN	NOXIOUS GRASS/WEEDS	Letter sent	4/3/20	4/3/20	Inspector
Reminder Notice Sent Regarding Expected Maintenance Of Grass/Weeds On Cul-De-Sac This Season.						
1006	OAK LN	NOXIOUS GRASS/WEEDS	Letter sent	4/3/20	4/3/20	Inspector
Reminder Notice Sent Regarding Expected Maintenance Of Grass/Weeds On Cul-De-Sac This Season.						
1025	OAK LN	NOXIOUS GRASS/WEEDS	Letter sent	4/3/20	4/3/20	Inspector
Reminder Notice Sent Regarding Expected Maintenance Of Grass/Weeds On Cul-De-Sac This Season.						
1048	OAK LN	NOXIOUS GRASS/WEEDS	Letter sent	4/3/20	4/3/20	Inspector
Reminder Notice Sent Regarding Expected Maintenance Of Grass/Weeds On Cul-De-Sac This Season.						
1051	OAK LN	NOXIOUS GRASS/WEEDS	Letter sent	4/3/20	4/3/20	Inspector
Reminder Notice Sent Regarding Expected Maintenance Of Grass/Weeds On Cul-De-Sac This Season.						
5	OAKLEAF CT	GARBAGE CONTAINERS	Violation abated	12/30/19	4/9/20	Inspector
Containers Stored Up In Front Of Garage						
5	OAKLEAF CT	GARBAGE CONTAINERS	Follow up inspect	4/7/20		Phone Call
Storing Garbage And Recycling Containers In Front Of Garage.						
5	OAKLEAF CT	PETS	Follow up inspect	4/7/20	4/17/20	Phone Call
Dog Poop In Bags Accumulated Near Front Entryway To House.						

5 OAKLEAF CT	RUBBISH	Follow up inspect	4/7/20		Phone Call
Trash Scattered In Front Yard.					
180 OAKLEAF RD	VEHICLE ON GRASS	Violation abated	3/31/20	4/8/20	Inspector
Trailer On The Grass.					
720 OAKVIEW DR	MISSING ADDRESS NUMBERS	Violation abated	3/30/20	4/27/20	Inspector
Could Not Verify Any Visible Address On The Resident'S Home					
714 OCEOLA DR	RUBBISH	Second letter sen	4/23/20		Phone Call
Complaint Regarding Pile Of Rubbish At Curbside.					
1205 OLD MILL LN	RUBBISH	Violation abated	4/6/20	4/14/20	Inspector
Trash Left By Curb After Postponement Of Groot Pick Up 4/4 (Pic Taken)					
1215 OLD MILL LN	RUBBISH	Violation abated	4/6/20	4/17/20	Inspector
Trash Left By Curb After Postponement Of Groot Pick Up 4/4 (Pic Taken)					
1225 OLD MILL LN	RUBBISH	Violation abated	4/6/20	4/14/20	Inspector
Trash Left By Curb After Postponement Of Groot Pick Up 4/4 (Pic Taken)					
1340 OLD MILL LN	SIDEWALK CLEARANCE	Violation abated	4/9/20	4/17/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
530 OLD OAK CIR	SIDEWALK CLEARANCE	Violation abated	4/30/20	5/11/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
964 OLD OAK CIR	SIDEWALK CLEARANCE	Violation abated	4/13/20	4/21/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
631 ORCHARD CT	RUBBISH	Violation abated	4/9/20	4/14/20	Inspector
Trash At Curb, Spring Clean Postponed, Asked To Move To Garage					
721 ORCHARD CT	MISSING ADDRESS NUMBERS	Violation abated	3/30/20	4/30/20	Inspector
Could Not Verify Any Visible Address On The Resident'S Home					
425 PARKVIEW TER	SIDEWALK CLEARANCE	Violation abated	4/14/20	4/22/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
440 PARKVIEW TER	ACCESSORY STRUCTURE	Letter sent	4/2/20		Inspector
Retaining Wall In Backyard Is Failing.					
515 PARKVIEW TER	RUBBISH	Violation abated	3/31/20	4/8/20	Inspector
Couch At Curbside.					
1362 PARKVIEW TER	RUBBISH	Violation abated	4/9/20	4/14/20	Inspector
Trash At Curb But Spring Clean Postponed, Asked To Move To Garage					
1271 PARKWOOD CIR	MISSING ADDRESS NUMBERS	Violation abated	4/2/20	4/13/20	Inspector
Could Not Verify Any Visible Address On The Resident'S Home					
1321 PARKWOOD CIR	VEHICLE ON GRASS	Violation abated	4/28/20	5/7/20	Inspector
Rv Parked With One Wheel On The Grass (Ruts)					

320	PARTRIDGE CT	RUBBISH	Follow up inspect	4/2/20		Inspector
Large Pile Of Rubbish Behind Pool In Backyard.						
335	PARTRIDGE CT	HOLIDAY LIGHTS	Extension Grante	4/6/20		Inspector
335	PARTRIDGE CT	VEHICLE ON GRASS	Second letter sen	4/21/20		Inspector
Parking A Boat On The Grass In The Sideyard.						
1970	PEACH TREE LN	SIDEWALK CLEARANCE	Violation abated	3/27/20	4/5/20	Inspector
Vehicle Parked Over Sidewalk						
2011	PEACH TREE LN	VEHICLE ON GRASS	Violation abated	4/3/20	4/14/20	Inspector
Vehicle On Grass (Boat Trailer) Pic Taken						
2200	PERIWINKLE LN	PAINTING	Violation abated	12/6/19	4/6/20	Inspector
Garage Door Needs To Be Painted						
2308	POETS LN	RUBBISH	Violation abated	1/14/20	4/18/20	Inspector
Old Appliance (Oven) In Front Of Garage (Pic Taken)						
6	PORTSMITH CT	SIDEWALK CLEARANCE	Violation abated	3/26/20	4/3/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
1360	POWDER HORN DR	VEHICLE ON GRASS	Violation abated	4/2/20	4/9/20	Inspector
Vehicle Parked On Row Grass On Apron (Pic Taken)						
1420	POWDER HORN DR	VEHICLE ON GRASS	Violation abated	4/2/20	4/9/20	Inspector
Vehicle Parked On Grass Left Side Of Driveway (Pic Taken)						
1440	POWDER HORN DR	SIDEWALK CLEARANCE	Violation abated	4/30/20	5/11/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
1605	POWDER HORN DR	RUBBISH	Violation abated	4/28/20	5/7/20	Inspector
Box Of Clothes/Shoes Out By Street (Pic Taken)						
1620	POWDER HORN DR	HOLIDAY LIGHTS	Violation abated	3/17/20	4/1/20	Inspector
Colored String Of Lights On House And Over Garage Door (Pic Taken)						
940	PRAIRIE DR	PAINTING	Letter sent	4/23/20		Inspector
Painting Needs To Done Around Garage Door						
1000	PRAIRIE DR	SIDEWALK CLEARANCE	Violation abated	4/23/20	5/1/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
1010	PRAIRIE DR	SIDEWALK CLEARANCE	Violation abated	4/23/20	5/1/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
3	PRESTON CT	SIDEWALK CLEARANCE	Violation abated	4/8/20	4/16/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
1670	PRESTON ST	VEHICLE ON GRASS	Violation abated	4/28/20	5/7/20	Inspector
Red Sedan Parked With Right Rear Tire On Grass (Pic Taken)						

260 PRESTWICKE BLVD	SIDEWALK CLEARANCE	Violation abated	4/20/20	4/27/20	Inspector
Car Over Sw					
821 PROVIDENCE DR	HOLIDAY LIGHTS	Violation abated	4/15/20	5/5/20	Inspector
100 S RANDALL RD	RUBBISH	Violation abated	3/31/20	4/1/20	Inspector
Lots Of Trash In The Landscaped Areas In Parking Lot Out In Front Of The Store.					
200 S RANDALL RD	RUBBISH	Violation abated	3/10/20	4/16/20	Inspector
Trash On Ground In Landscaping In Parking Lot Area, Grassy Areas Surrounding Store, And Around Detention Pond In Rear Of Property.					
200 S RANDALL RD	SIGN MAINTENANCE	Violation abated	3/10/20	4/9/20	Inspector
Stop Sign Is Missing From In Front Of Store.					
200 S RANDALL RD	SIGNS	Letter sent	4/28/20		Pubic Works
Two Faded/Damaged Stop Signs In Home Depot Lot					
228 S RANDALL RD	SIGNS	Violation abated	4/9/20	5/5/20	Inspector
Mod Pizza Has 2 Flag Signs Along Randall Rd.					
240 S RANDALL RD	SIGNS	Violation abated	3/31/20	4/1/20	Inspector
Mcalister'S Deli Is Displaying Portable Signs, Again.					
440 S RANDALL RD	SIGNS	Violation abated	4/13/20	4/13/20	Inspector
Jimmy John'S Has Several Portable Signs On Frontage Roads Around Restaurant.					
780 S RANDALL RD	SIGNS	Violation abated	4/9/20	5/8/20	Inspector
Woow Sushi Has A Flag Sign On Display Along Randall Rd.					
1400 S RANDALL RD	MISCELLANEOUS CODE VIOL	No violation sited	4/22/20	4/22/20	Inspector
Complaint Of A Semi Truck Being Repaired At This Property. Inspected And Found No Semi Trucks Onsite.					
1410 S RANDALL RD	MISCELLANEOUS CODE VIOL	No violation sited	4/27/20	4/27/20	Online
Complaint Of Overnight Semi-Truck Parking At Walmart.					
1410 S RANDALL RD	MISCELLANEOUS CODE VIOL	Violation abated	4/6/20	4/8/20	Phone Call
Complaint That Walmart'S Sprinkler System Has Been On For A Week Straight.					
1410 S RANDALL RD	RUBBISH	Violation abated	3/31/20	4/9/20	Inspector
Lots Of Trash On The Ground Behind Walmart Building.					
1471 S RANDALL RD	SIGNS	Violation abated	3/30/20	4/9/20	Inspector
Political Signs Still On Display.					
1493 S RANDALL RD	POTHOLE(S)	Violation abated	2/6/20	4/17/20	Inspector
2421 S RANDALL RD	SIGNS	Violation abated	3/30/20	4/1/20	Inspector
Political Signs Still On Display At The Great Escape.					
1212 RATTRAY DR	MEMBRANE STRUCTURE	Violation abated	4/9/20	4/24/20	Inspector
Membrane Structure In Backyard, Behind Detached Garage.					

605 RED COACH LN	OVERGROWN VEGETATION	Violation abated	4/13/20	4/30/20	Online
Two Evergreens Overhanging Sidewalk					
700 RED COACH LN	GARBAGE CONTAINERS	No violation sited	4/15/20	4/15/20	Phone Call
Complaint About The Storage Of Garbage Containers In Front Of Garage. Inspected And Found Containers Were Stored On Side Of The House, Tucked Alongside.					
1400 RED COACH LN	SIDEWALK CLEARANCE	Violation abated	3/30/20	4/6/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1030 REDWOOD DR	PAINTING	Letter sent	4/23/20		Inspector
Staining/Painting Needed Over Full Wooden Garage Doors					
1531 RICHMOND LN	SIDEWALK CLEARANCE	Violation abated	4/9/20	4/17/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
420 RIDGE ST	INOPERABLE VEHICLE	Violation abated	3/3/20	4/7/20	Inspector
Black Car On Driveway Has Flat Tire.					
432 RIDGE ST	MISCELLANEOUS CODE VIOL	Second letter sen	3/25/20	4/2/20	Phone Call
Complaint That Homeowner Is Burning Non Approved Materials In Recreational Fires.					
432 RIDGE ST	NO BUILDING PERMIT	Second letter sen	3/25/20	4/2/20	Phone Call
Possibly Installed Permanent Fire Pit In Backyard; No Permit.					
438 RIDGE ST	DRAINAGE	Extension Grante	4/8/20		Phone Call
Downspout Discharge Onto Neighbors Yard. Letter Asking Neighbor To Redirect Pipe At Least Five Feet And Towards The Back Of Lot					
701 RIDGE ST	RV PARKING	Violation abated	4/23/20	4/23/20	Police Depart
Parking A Boat On The Street.					
720 RIDGE ST	HOLIDAY LIGHTS	Violation abated	3/5/20	4/7/20	Online
1720 RIDGEFIELD AVE	VEHICLE ON GRASS	Violation abated	4/13/20	4/21/20	Inspector
Vehicle Parked Partially On Grass (Pic Taken)					
1831 RIDGEFIELD AVE	SIDEWALK CLEARANCE	Violation abated	3/26/20	4/2/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1840 RIDGEFIELD AVE	VEHICLE ON GRASS	Violation abated	4/7/20	4/15/20	Inspector
Vehicle Parked On Algonquin Row In Front Of This Address (2 Pic Taken)					
300 S RIVER RD	INOPERABLE VEHICLE	Violation abated	3/6/20	4/3/20	Inspector
Red Truck In Driveway With Right Rear Tire Flat					
321 S RIVER RD	RUBBISH	Violation abated	4/29/20	5/8/20	Inspector
Old Chair Left Out By Road (Pic Taken)					
414 S RIVER RD	SIDEWALK CLEARANCE	Violation abated	3/26/20	4/3/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
420 S RIVER RD	RUBBISH	Violation abated	4/22/20	4/30/20	Inspector
Trash Left On Grass By Street (Pic Taken)					

421 S RIVER RD	HOLIDAY LIGHTS	Violation abated	3/19/20	4/2/20	Inspector
String Of Holiday Lights On House And Above Garage (Pic Taken)					
1401 N RIVER RD	FENCES	Violation abated	4/24/20	5/5/20	Inspector
White Picket Fence Missing Pickets And Needs Paint					
1255 RIVERWOOD DR	RUBBISH	Violation abated	4/6/20	5/5/20	Inspector
Pile Of Rubbish Set Out At Curbside For Spring Clean Up. Clean Up Is Postponed; Rubbish Needs To Be Removed Until New Date.					
1465 RIVERWOOD DR	HOLIDAY LIGHTS	Violation abated	3/5/20	4/7/20	Inspector
1580 RIVERWOOD DR	VEHICLE ON GRASS	Violation abated	3/23/20	4/8/20	Inspector
Looks Like A Recreational Vehicle Is On Grass In Backyard.					
1810 RIVERWOOD DR	HOLIDAY LIGHTS	Violation abated	3/23/20	4/7/20	Inspector
1841 RIVERWOOD DR	HOLIDAY LIGHTS	Violation abated	3/23/20	4/7/20	Inspector
1910 RIVERWOOD DR	HOLIDAY LIGHTS	Violation abated	4/6/20	4/21/20	Inspector
811 ROARING BROOK L	PAINTING	Letter sent	4/24/20		Inspector
Garage Door Needs To Be Repainted					
821 ROARING BROOK L	PAINTING	Letter sent	4/24/20		Inspector
Garage Door Needs To Be Repainted					
851 ROARING BROOK L	PAINTING	Letter sent	4/24/20		Inspector
Garage Door Needs To Be Repainted					
1131 SANDPEBBLE CIR	ILLEGAL DUMPING	Violation abated	4/9/20	4/17/20	Pubic Works
Parks And Forestry Reported This Homeowner Dumped Branches On Village Owned High Hill Dam Preservation Area Adjacent To Property.					
1113 SAWMILL LN	HOLIDAY LIGHTS	Violation abated	3/20/20	4/2/20	Inspector
String Of Liights In The Front Of The House (No Pic)					
1131 SAWMILL LN	SIDEWALK CLEARANCE	Violation abated	4/16/20	4/24/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
418 SCHUETT ST	GARBAGE CONTAINERS	Violation abated	2/7/20	4/18/20	Inspector
Containers Fully Visible Out By Street Day After Pickup					
513 SCHUETT ST	INOPERABLE VEHICLE	Violation abated	4/29/20	5/6/20	Online
Holiday Decoration And Inoperable Vehicle					
513 SCHUETT ST	SIDEWALK CLEARANCE	Violation abated	3/26/20	4/3/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
419 SCOTT ST	RUBBISH	Violation abated	4/8/20	4/14/20	Inspector
Trash At Curbside, Spring Clean Postponed					

604	SCOTT ST	SIDEWALK CLEARANCE	Violation abated	4/7/20	4/14/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
607	SCOTT ST	GARBAGE CONTAINERS	Violation abated	4/27/20	5/5/20	Inspector
Containers Stored Full Of Garbage In Front Of Garage						
607	SCOTT ST	RUBBISH	Violation abated	4/27/20	5/5/20	Inspector
Old Couch Out By Street (Pic Taken)						
420	SHAGBARK CT	GARBAGE CONTAINERS	Violation abated	4/24/20	5/4/20	Inspector
Containers Left Out By Street Day After Groot (More Than Once)						
440	SHAGBARK CT	GARBAGE CONTAINERS	Violation abated	4/24/20	5/4/20	Inspector
Containers Left Out By Street Day After Groot (More Than Once)						
1	SHEFFIELD CT	SIDEWALK CLEARANCE	Violation abated	4/14/20	4/22/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
3	SHEFFIELD CT	SIDEWALK CLEARANCE	Violation abated	4/14/20	4/22/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
519	SKYLINE DR	EXTERIOR BUILDING REPAIR	Letter sent	4/23/20		Inspector
Garage Door Is Damaged And Needs To Be Fixed						
519	SKYLINE DR	SIDEWALK CLEARANCE	Violation abated	4/1/20	4/8/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
537	SKYLINE DR	INOPERABLE VEHICLE	Violation abated	3/4/20	4/8/20	Phone Call
Unlicensed Car On Driveway.						
515	SOMERSET CT	GARBAGE CONTAINERS	Violation abated	4/15/20	4/23/20	Inspector
Containers Fully Visible In Street Full Day Before Garbage Pickup						
1151	SOUTHRIDGE TRL	HOLIDAY LIGHTS	Violation abated	3/16/20	4/14/20	Inspector
1541	SOUTHRIDGE TRL	SIDEWALK CLEARANCE	Violation abated	4/23/20	5/1/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
1541	SOUTHRIDGE TRL	VEHICLE ON GRASS	Violation abated	3/23/20	4/14/20	Phone Call
Trailer On Grass In Backyard.						
1610	SOUTHRIDGE TRL	EXTERIOR BUILDING REPAIR	Letter sent	4/23/20		Inspector
Garage Door Is Dented And Needs Repairing						
1621	SOUTHRIDGE TRL	SIDEWALK CLEARANCE	Violation abated	4/30/20	5/8/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						
1100	SPRING HILL DR	GARBAGE CONTAINERS	Violation abated	4/27/20	5/5/20	Inspector
Containers Stored In Full View By Garage						
1105	SPRING HILL DR	PAINTING	Letter sent	4/13/20		Inspector
Peeling Paint In Front Of House And Over Garage						

1210	SPRING HILL DR	GARBAGE CONTAINERS	Violation abated	4/6/20	4/14/20	Inspector
Containers Stored In Full View In Front Of Garage						
1320	SPRING HILL DR	VEHICLE ON GRASS	Letter sent	4/1/20		Inspector
Trailer Parked On Grass (Pic Taken)						
1380	SPRING HILL DR	MISSING ADDRESS NUMBERS	Violation abated	4/6/20	4/14/20	Inspector
Could Not Verify Any Visible Address On The Resident'S Home						
1380	SPRING HILL DR	VEHICLE ON GRASS	Violation abated	4/6/20	4/14/20	Inspector
Vehicle Parked On Grass (2 Right Tires) Pic Taken						
1480	SPRING HILL DR	PAINTING	Letter sent	4/2/20		Inspector
Side Of The House Facing Gaslight Is Peeling On 2Nd Floor						
1490	SPRING HILL DR	PAINTING	Letter sent	4/13/20		Inspector
Peeling Paint In Front Of House And Over Garage						
1499	SPRING HILL DR	RUBBISH	Violation abated	3/27/20	4/3/20	Inspector
Waste Bag With Tag Still Be Street (Missed Groot?)						
330	STONEGATE RD	HOLIDAY LIGHTS	Violation abated	3/31/20	4/14/20	Inspector
1199	STONEGATE RD	DRAINAGE	Violation abated	3/16/20	4/16/20	Inspector
Pop Up Drain Is Near Sidewalk On South End Of Property, Discharge Is Dispersing Onto Sidewalk.						
1295	STONEGATE RD	GARBAGE CONTAINERS	Violation abated	4/16/20	4/24/20	Inspector
Container Or Pile Of Rubbish Out By Street Full Day Before Scheduled Pick Up						
1305	STONEGATE RD	EXTERIOR BUILDING REPAIR	Letter sent	4/22/20		Inspector
Garage Door Needs To Be Repaired						
1305	STONEGATE RD	GARBAGE CONTAINERS	Violation abated	4/16/20	4/24/20	Inspector
Container Or Pile Of Rubbish Out By Street Full Day Before Scheduled Pick Up						
340	STONEY BROOK CT	MISSING ADDRESS NUMBERS	Letter sent	4/2/20		Inspector
Could Not Verify Any Visible Address On The Resident'S Home						
1200	STRATFORD LN	HOLIDAY LIGHTS	Violation abated	3/5/20	4/7/20	Inspector
1220	STRATFORD LN	MISSING ADDRESS NUMBERS	Second letter sen	4/6/20		Inspector
1220	STRATFORD LN	RUBBISH	Second letter sen	4/6/20	5/8/20	Inspector
Set Pile Of Rubbish Out At Curbside For Spring Cleanup. Groot Postponed Cleanup, So Rubbish Needs To Be Removed From Curbside.						
271	SUMMERDALE LN	SIDEWALK CLEARANCE	Violation abated	4/20/20	4/27/20	Inspector
Car Over Sw						
509	SUMMIT ST	SIDEWALK CLEARANCE	Violation abated	4/20/20	4/28/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)						

514	SUMMIT ST	RUBBISH	Violation abated	4/21/20	5/4/20	Inspector
Discarded Chairs And Tables Out Bt Street (Pic Taken)						
520	SUMMIT ST	VEHICLE ON GRASS	Violation abated	3/24/20	4/1/20	Inspector
Red Jeep Parked On Grass In Front Yard.						
10	SUNSET LN	RUBBISH	Follow up inspect	4/1/20		Phone Call
Complaint Regarding A Dirt Pile And A Debris Pile. Both Are Outstanding Items Noted On Temp. C/O That Need To Be Removed By June 9, 2020 Expiration Date And Prior To Being Issued C/O.						
500	SUNSHINE CT	RUBBISH	Violation abated	4/21/20	4/28/20	Inspector
Discarded Toilet Out Bt Street (Pic Taken)						
512	SUNSHINE CT	VEHICLE ON GRASS	Violation abated	4/7/20	4/14/20	Inspector
Vehicle (Trailer) Parked On Grass (Pic Taken)						
732	SURREY LN	MISSING ADDRESS NUMBERS	Extension Granted	4/2/20		Inspector
Could Not Verify Any Visible Address On The Resident'S Home						
743	SURREY LN	HOLIDAY LIGHTS	Violation abated	3/11/20	4/3/20	Inspector
Holiday Lights Are Still Visibly Hung On House (Pic Taken)						
834	SURREY LN	GARBAGE CONTAINERS	Violation abated	4/17/20	4/27/20	Inspector
Containers Stored In Full View Left Out In Street						
1212	SURREY CT	GARBAGE CONTAINERS	Violation abated	4/17/20	4/27/20	Inspector
Containers Stored In Full View Left Out In Street						
1342	SURREY CT	GARBAGE CONTAINERS	Violation abated	4/17/20	4/27/20	Inspector
Containers Stored In Full View Left Out In Street						
921	SUSAN CT	TREES	Letter sent	4/14/20		Inspector
Dead Tree In Front Yard; Sixty Days.						
4	SUTCLIFF CT	RUBBISH	Violation abated	4/29/20	5/7/20	Inspector
Pallets Left By Sidewalk (Pic Taken)						
2021	TAHOE PKWY	ILLEGAL DUMPING	Violation abated	4/2/20	4/14/20	Online
Complaint That Homeowner Dumped A Pile Of Branches On Adjacent Village Owned Property.						
2040	TAHOE PKWY	INOPERABLE VEHICLE	Violation abated	4/2/20	5/7/20	Inspector
Silver Ford Fusion With Flat Tire On Driveway.						
2051	TAHOE PKWY	DRAINAGE	Violation abated	4/2/20	4/14/20	Inspector
Sump Pump Hose Being Run Down The Driveway, And Discharge Is Flowing Onto The Street.						
2220	TAHOE PKWY	DRAINAGE	Violation abated	4/7/20	5/5/20	Online
Complaint That Sump Pump Hose Is Being Run To Front Yard, Discharge Is Dispersing Onto Sidewalk.						
2230	TAHOE PKWY	DRAINAGE	Violation abated	4/7/20	4/17/20	Online
Sump Pump Hose Being Run To The Front Yard, Discharge Is Dispersing Onto Sidewalk.						
835	TANGLEWOOD DR	VEHICLE ON GRASS	Violation abated	4/14/20	4/22/20	Inspector
Jeep Parked With Right Rear Tire Fully On Grass (Pic Taken)						

1200 TANGLEWOOD DR	GARBAGE CONTAINERS	Violation abated	3/27/20	4/5/20	Inspector
Containers Stored In Full View By Street					
1750 TANGLEWOOD DR	GARBAGE CONTAINERS	Violation abated	3/27/20	4/5/20	Inspector
Containers Stored In Full View By Street					
1920 TANGLEWOOD DR	INOPERABLE VEHICLE	Letter sent	4/23/20		Inspector
Unlicensed White Jeep On Driveway.					
5 TEALWOOD CT	GARBAGE CONTAINERS	Violation abated	4/14/20	4/22/20	Inspector
Containers Stored In Full View In Front Of Garage					
310 TENBY WAY	SIDEWALK CLEARANCE	Violation abated	4/20/20	4/27/20	Inspector
Car Over Sw					
410 TENBY WAY	SIDEWALK CLEARANCE	Violation abated	4/20/20	4/27/20	Inspector
Car Over Sw					
440 TENBY WAY	SIDEWALK CLEARANCE	Violation abated	4/27/20	5/6/20	Inspector
Car Parked Over Sw					
1625 TERI LN	HOLIDAY LIGHTS	Violation abated	3/23/20	4/7/20	Inspector
1660 TERI LN	NO BUILDING PERMIT	Violation abated	3/5/20	4/21/20	Inspector
Permanent Fire Pit In Backyard; No Permit.					
2001 TETON PKWY	VEHICLE ON GRASS	Violation abated	3/26/20	4/3/20	Inspector
Vehicle Parked In Driveway With 2 Right Wheels On Grass					
2211 TETON PKWY	SIDEWALK CLEARANCE	Violation abated	3/26/20	4/3/20	Inspector
Vehicle Parked Over Sidewalk					
900 THORNEWOOD LN	RUBBISH	Violation abated	4/3/20	4/13/20	Inspector
Large Pile Of Trash Left By Street Waiting For Groot Pick Up Which Has Been Postponed (Pic Taken)					
901 TIMBERWOOD LN	GARBAGE CONTAINERS	Violation abated	3/27/20	4/5/20	Inspector
Containers Stored In Full View Left By Street					
2070 TRACY LN	SIDEWALK CLEARANCE	Violation abated	4/30/20	5/8/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
2090 TRACY LN	EXTERIOR BUILDING REPAIR	Violation abated	3/11/20	4/14/20	Inspector
Ripped Window Screen On Front Of House.					
1330 TUNBRIDGE TRL	VEHICLE ON GRASS	Violation abated	4/3/20	4/13/20	Inspector
Vehicle Parked On Grass (Left Front Wheel (Pic Taken)					
1911 TUNBRIDGE CT	SIDEWALK CLEARANCE	Violation abated	4/21/20	4/29/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
2013 TUNBRIDGE TRL	RUBBISH	Violation abated	4/27/20	5/5/20	Inspector
Old Vacuum Cleaner And Locker Out By Curb (Pic Taken)					

2050 TUNBRIDGE TRL	RUBBISH	Violation abated	4/13/20	4/21/20	Inspector
Debris/Rubbish Left By Street (Groot Postponed 4/11) Pic Taken					
2071 TUNBRIDGE TRL	GARBAGE CONTAINERS	Violation abated	4/20/20	4/28/20	Inspector
Containers Stored In Full View In Front Of Garage					
923 TWISTED OAK CT	GARBAGE CONTAINERS	Violation abated	4/24/20	5/4/20	Inspector
Containers Left Out By Street Day After Groot (More Than Once)					
1033 TWISTED OAK CT	GARBAGE CONTAINERS	Violation abated	4/24/20	5/4/20	Inspector
Containers Left Out By Street Day After Groot (More Than Once)					
1241 VICTORIA CT	GARBAGE CONTAINERS	Violation abated	4/17/20	4/27/20	Inspector
Containers Stored In Full View Left Out In Street					
602 S VISTA DR	GARBAGE CONTAINERS	Violation abated	4/15/20	4/23/20	Inspector
Containers Fully Visible In Street Full Day Before Garbage Pickup					
632 S VISTA DR	SIDEWALK CLEARANCE	Violation abated	4/24/20	5/4/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
635 N VISTA DR	RUBBISH	Violation abated	4/21/20	4/29/20	Inspector
Discarded Container And Shelves Out Bt Street (Pic Taken)					
641 S VISTA DR	HOLIDAY LIGHTS	Violation abated	3/18/20	4/2/20	Inspector
String Of Lights On House/Garage After 90 Days (Pic Taken)					
720 N VISTA DR	INOPERABLE VEHICLE	Violation abated	4/1/20	4/21/20	Inspector
Truck Parked On Driveway With Left Rear Tire Flat (Pic Taken)					
730 N VISTA DR	GARBAGE CONTAINERS	Violation abated	4/24/20	5/4/20	Inspector
Containers Left Out By Street Day After Groot (More Than Once)					
740 N VISTA DR	RUBBISH	Violation abated	4/6/20	4/14/20	Inspector
Pile Of Rubbish Set Out At Curbside For Spring Clean Up. Clean Up Is Postponed; Rubbish Needs To Be Removed Until New Date.					
805 N VISTA DR	GARBAGE CONTAINERS	Violation abated	4/24/20	5/4/20	Inspector
Containers Left Out By Street Day After Groot (More Than Once)					
810 N VISTA DR	EXTERIOR BUILDING REPAIR	Letter sent	4/24/20		Inspector
Garage Door Dented On Right Side					
810 W VISTA DR	MISCELLANEOUS CODE VIOL	Violation abated	3/24/20	4/23/20	Online
Front Yard Is Damaged And Needs To Be Restored.					
810 W VISTA DR	RUBBISH	Violation abated	3/24/20	4/23/20	Online
Unused Flower Pots, Plastic Tubs, Vacuum, Lumber On Side Of House. Also, A Pallet At Curbside; Groot Will Not Pick Up Due To Covid-19 Rules.					
810 W VISTA DR	SIDEWALK CLEARANCE	Violation abated	3/25/20	4/2/20	Inspector
Vehicles Parked Over Sidewalk (Pic Taken)					
900 W VISTA DR	HOLIDAY LIGHTS	Violation abated	3/18/20	4/2/20	Inspector
String Of Lights On House/Garage After 90 Days (Pic Taken)					

1 WALNUT LN	SIDEWALK CLEARANCE	Violation abated	4/28/20	5/5/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
4 WALNUT LN	MISSING ADDRESS NUMBERS	Letter sent	4/16/20		Inspector
No Address Was Visible From The Street On The House					
15 WALNUT LN	MISSING ADDRESS NUMBERS	Letter sent	4/16/20		Inspector
No Address Was Visible From The Street On The House					
20 WASHINGTON ST	GARBAGE CONTAINERS	Violation abated	4/13/20	4/20/20	Inspector
Container Left In Street For Last 2 Weeks					
109 WASHINGTON ST	GARBAGE CONTAINERS	Violation abated	4/24/20	5/4/20	Inspector
Containers Left Out By Street Day After Groot (More Than Once)					
320 WASHINGTON ST	PAINTING	Letter sent	4/21/20		Inspector
Peeling Fascia And Trim, Damaged Shake Siding Shingles					
11 WASHTENAW LN	VEHICLE ON GRASS	Violation abated	4/27/20	5/5/20	Inspector
Vehicle Parked With 2 Right Side Tires On Grass (Pic Taken)					
25 WASHTENAW LN	MISSING ADDRESS NUMBERS	Violation abated	3/26/20	4/27/20	Inspector
Could Not Verify Any Visible Address On The Resident'S Home					
27 WASHTENAW LN	PAINTING	Letter sent	4/27/20		Inspector
Garage Door In Dire Need Of Paint					
1840 WAVERLY LN	GARBAGE CONTAINERS	Violation abated	4/7/20	4/14/20	Inspector
Containers Stored In Full View In Front Of Garage					
1840 WAVERLY LN	SIDEWALK CLEARANCE	Violation abated	4/7/20	4/14/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1861 WAVERLY LN	VEHICLE ON GRASS	Violation abated	4/6/20	4/14/20	Inspector
Vehicle Parked On Grass (2 Right Tires) Pic Taken					
1951 WAVERLY LN	SIDEWALK CLEARANCE	Violation abated	4/20/20	4/28/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
209 WEBSTER CT	PAINTING	Letter sent	4/28/20		Inspector
Rust At Bottom Of Garage Door Need To Be Cleaned And Repainted					
520 WEBSTER ST	SIDEWALK CLEARANCE	Violation abated	4/1/20	4/8/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
605 WEBSTER ST	VEHICLE ON GRASS	Violation abated	4/6/20	4/14/20	Inspector
Vehicle Parked On Grass (2 Right Tires) Pic Taken					
621 WEBSTER ST	GARBAGE CONTAINERS	Violation abated	4/6/20	4/20/20	Inspector
Containers Stored In Full View In Front Of Garage					
621 WEBSTER ST	RUBBISH	Violation abated	4/6/20	4/28/20	Inspector
White Mattress By Street (No Groot Sperial Pick Up On 4/4) Pic Taken					

638 WEBSTER ST	VEHICLE ON GRASS	Violation abated	4/7/20	4/14/20	Inspector
Vehicle Parked With 2 Tires On The Grass (Pic Taken)					
713 WEBSTER ST	MISSING ADDRESS NUMBERS	Violation abated	4/16/20	4/28/20	Inspector
No Address Was Visible From The Street On The House					
715 WEBSTER ST	FENCES	Letter sent	4/21/20		Inspector
Sections Of Fencing Along Rear Lot Line Fell Down.					
1011 WESLEY LN	RUBBISH	Violation abated	4/16/20	4/23/20	Inspector
Dishwasher At Curbside; Groot Is Not Collecting These Types Of Items Due To New Covid-19 Collection Restrictions.					
2 WESTBROOK CT	GARBAGE CONTAINERS	Violation abated	4/14/20	4/22/20	Inspector
Containers Stored In Full View In Front Of Garage					
1631 WESTBURY DR	SIDEWALK CLEARANCE	Violation abated	4/30/20	5/8/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1 WHITE CHAPEL CT	SIDEWALK CLEARANCE	Violation abated	4/27/20	5/4/20	Inspector
Vehicle Parked Over The Sidewalk (Pic Taken)					
1150 WHITE CHAPEL LN	MISSING ADDRESS NUMBERS	Violation abated	3/24/20	4/5/20	Inspector
Could Not Verify Any Visible Address On The Resident'S Home					
1150 WHITE CHAPEL LN	SIDEWALK CLEARANCE	Violation abated	3/24/20	4/1/20	Inspector
Vehcles Parked Over Sidewalk (3 Veh Pic Taken)					
1180 WHITE CHAPEL LN	SIDEWALK CLEARANCE	Violation abated	4/14/20	4/21/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1320 WHITE CHAPEL LN	SIDEWALK CLEARANCE	Violation abated	3/25/20	4/2/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1320 WHITE CHAPEL LN	SIDEWALK CLEARANCE	Violation abated	4/21/20	4/29/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1350 WHITE CHAPEL LN	RUBBISH	Violation abated	4/27/20	5/5/20	Inspector
Table And Fencing Out By Curb (Pic Taken)					
1370 WHITE CHAPEL LN	RUBBISH	Violation abated	3/24/20	4/8/20	Inspector
Debris/Rubbish On Piled On The Side Of Garage (Pic Taken)					
1480 WHITE CHAPEL LN	SIDEWALK CLEARANCE	Violation abated	3/20/20	4/2/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1840 WHITE OAK DR	SIDEWALK CLEARANCE	Violation abated	3/27/20	4/3/20	Inspector
Vehicle Parked Over Sidewalk					
1931 WHITE OAK DR	RUBBISH	Violation abated	3/31/20	4/8/20	Inspector
Pile Of Bikes, Cabinet And 2 Old Recliners Left By End Of Driveway 3 Days Before Garbage Pickup (No Tags)					
1931 WHITE OAK DR	SIDEWALK CLEARANCE	Violation abated	3/27/20	4/5/20	Inspector
Vehicle Parked Over Sidewalk					

155 WILDWOOD RD	PAINTING	Personal contact	4/17/20		Email
Peeling Paint On Rear Deck.					
155 WILDWOOD RD	RUBBISH	Personal contact	4/17/20		Email
Trash, Tarps, Unused Items In Backyard And On Rear Deck.					
155 WILDWOOD RD	STAGNANT WATER	Personal contact	4/17/20		Email
Garbage Containers Full Of Water In Backyard.					
7 WINDING CANYON	SIDEWALK CLEARANCE	Violation abated	4/1/20	4/8/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
160 WINDING CANYON	ILLEGAL DUMPING	Violation abated	4/9/20	4/20/20	Email
Homeowner Dumped Lots Of Household Garbage, Including Mail, In A Dumpster On Lot 24 At Andare Of Glenloch.					
250 WINDING CANYON	VEHICLE ON GRASS	Violation abated	4/1/20	4/8/20	Inspector
Vehicle Parked On Grass Next To Garage					
260 WINDING CANYON	SIDEWALK CLEARANCE	Violation abated	4/22/20	4/30/20	Inspector
2 Vehicles Parked Over Sidewalk (Pic Taken)					
390 WINDING CANYON	SIDEWALK CLEARANCE	Violation abated	4/15/20	4/22/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
490 WINDING CANYON	SIDEWALK CLEARANCE	Violation abated	4/1/20	4/8/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1400 WINDY KNOLL DR	VEHICLE ON GRASS	Violation abated	4/20/20	4/27/20	Inspector
Vehicle (Right Tires) Is Partially Parked On Grass					
1420 WINDY KNOLL DR	RUBBISH	Violation abated	3/25/20	4/20/20	Inspector
Large Green Rubbish Bag At End Of Driveway (For A Few Days) Pic Taken					
1430 WINDY KNOLL DR	GARBAGE CONTAINERS	Violation abated	4/24/20	5/4/20	Inspector
Containers Left Out By Street Day After Groot (More Than Once)					
27 WOODVIEW LN	VEHICLE ON GRASS	Violation abated	4/6/20	4/14/20	Inspector
Vehicle (Truck) Parked On Grass By Garage (2 Right Tires) Pic Taken					
65 WOODVIEW LN	TREES	Violation abated	12/6/19	4/8/20	Phone Call
Dead Sruce Tree In Side Yard, Near Driveway.					
1570 WYNNFIELD DR	RUBBISH	Violation abated	4/6/20	4/14/20	Inspector
Large Grrn Bag Of Trash By Street (No Groot Sprecial Pick Up On 4/4) Pic Taken					
1570 WYNNFIELD DR	SIDEWALK CLEARANCE	Violation abated	3/24/20	4/1/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1361 YELLOWSTONE PK	DRAINAGE	No violation sited	4/1/20	4/1/20	Phone Call
Complaint That Area In Corner Of Yard Is Oversaturated. Inspected And Found That This Property Sits Lower Than Surrounding Properties; Therefore, Takes On Water In Drainage Swale.					
5 YORKSHIRE CT	VEHICLE ON GRASS	Violation abated	4/30/20	5/8/20	Inspector
Vehicle Partially Parked On The Grass (Pic Taken)					

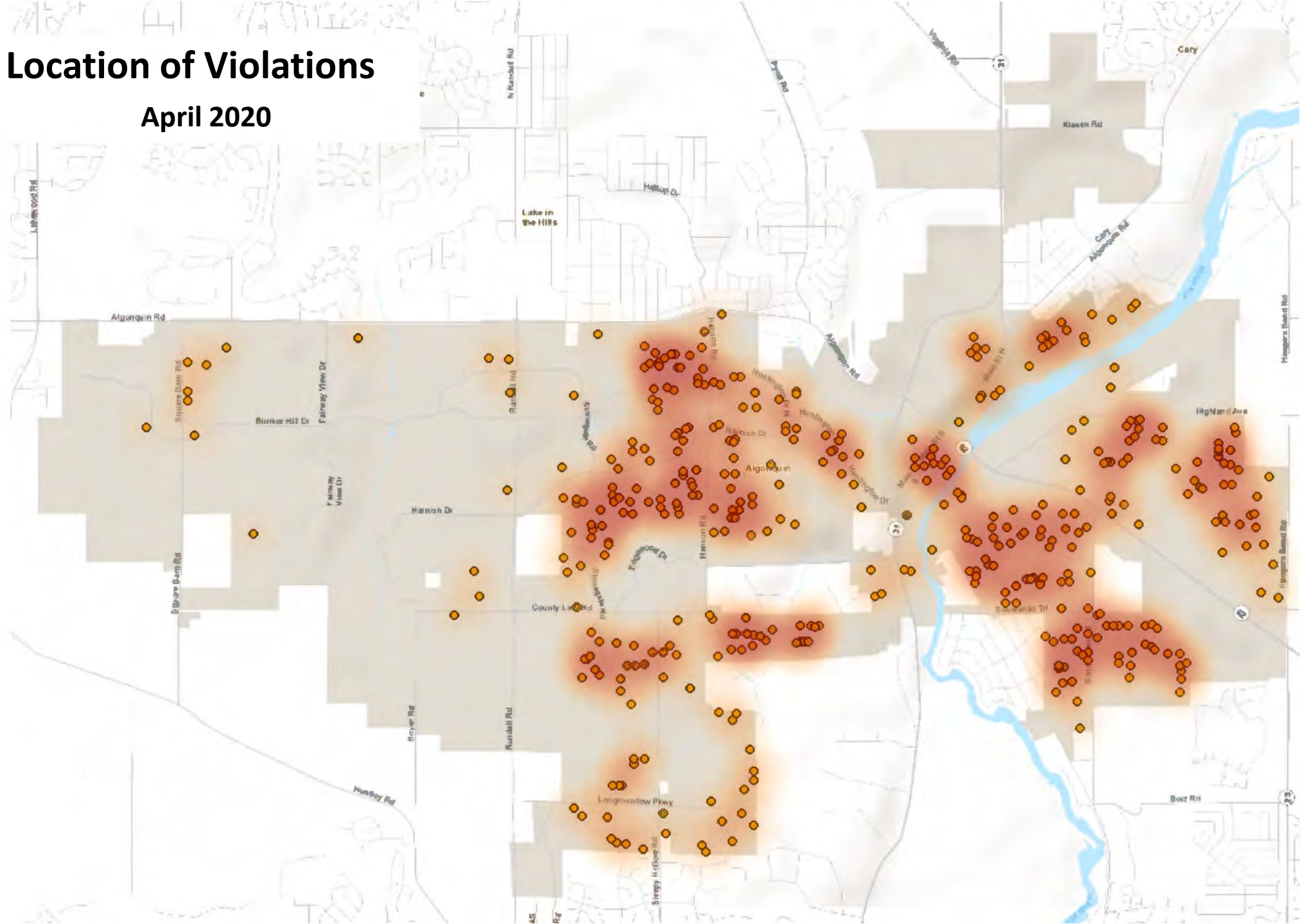
715 YORKTOWN DR	GARBAGE CONTAINERS	Violation abated	4/21/20	4/29/20	Inspector
Containers Stored In Full View In Front Of Garage					
1230 YOSEMITE PKWY	SIDEWALK CLEARANCE	Violation abated	4/2/20	4/13/20	Inspector
Vehicle Parked Over Sidewalk (Pic Taken)					
1300 YOSEMITE PKWY	PAINTING	Violation abated	8/12/19	4/7/20	Inspector
Section Above Garage Door Is Bare And Needs To Be Painted (Address Is Missing Accordingly)					
1340 YOSEMITE PKWY	PAINTING	Letter sent	4/2/20		Inspector
Fence Has Peeling Paint.					
1440 YOSEMITE PKWY	PAINTING	Letter sent	4/2/20		Inspector
Fence Has Peeling Paint.					
1631 YOSEMITE PKWY	RUBBISH	Violation abated	4/29/20	5/5/20	Inspector
Construction And Landscape Materials Stored Next To Garage					
1661 YOSEMITE PKWY	SIDEWALK CLEARANCE	Violation abated	3/26/20	4/3/20	Inspector
Vehicle Parked Over Sidewalk (2 Vehicles) Pic Taken					
1105 ZANGE DR	PAINTING	Letter sent	4/20/20		Inspector
Garage Door (Facing North) Needs Significant Repair With Painting					
1300 ZANGE DR	GARBAGE CONTAINERS	Violation abated	4/17/20	4/27/20	Inspector
Containers Stored In Full View Left Out In Street					
1305 ZANGE DR	GARBAGE CONTAINERS	Violation abated	4/24/20	5/4/20	Inspector
Containers Left Out By Street Day After Groot (More Than Once)					
1315 ZANGE DR	GARBAGE CONTAINERS	Violation abated	4/17/20	4/27/20	Inspector
Containers Stored In Full View Left Out In Street					
1320 ZANGE DR	GARBAGE CONTAINERS	Violation abated	4/24/20	5/4/20	Inspector
Containers Left Out By Street Day After Groot (More Than Once)					

Source Of Complaints

	Counter	Online	Email	Fire Dept	Inspector	Letter	Police Dept	Phone Call	Public Works
Kim	0	14	8	0	123	0	3	19	2
James	0	1	0	0	392	0	0	2	0
Russell	0	4	0	0	30	0	0	4	2

Location of Violations

April 2020



BUILDING DEPARTMENT

April 2020

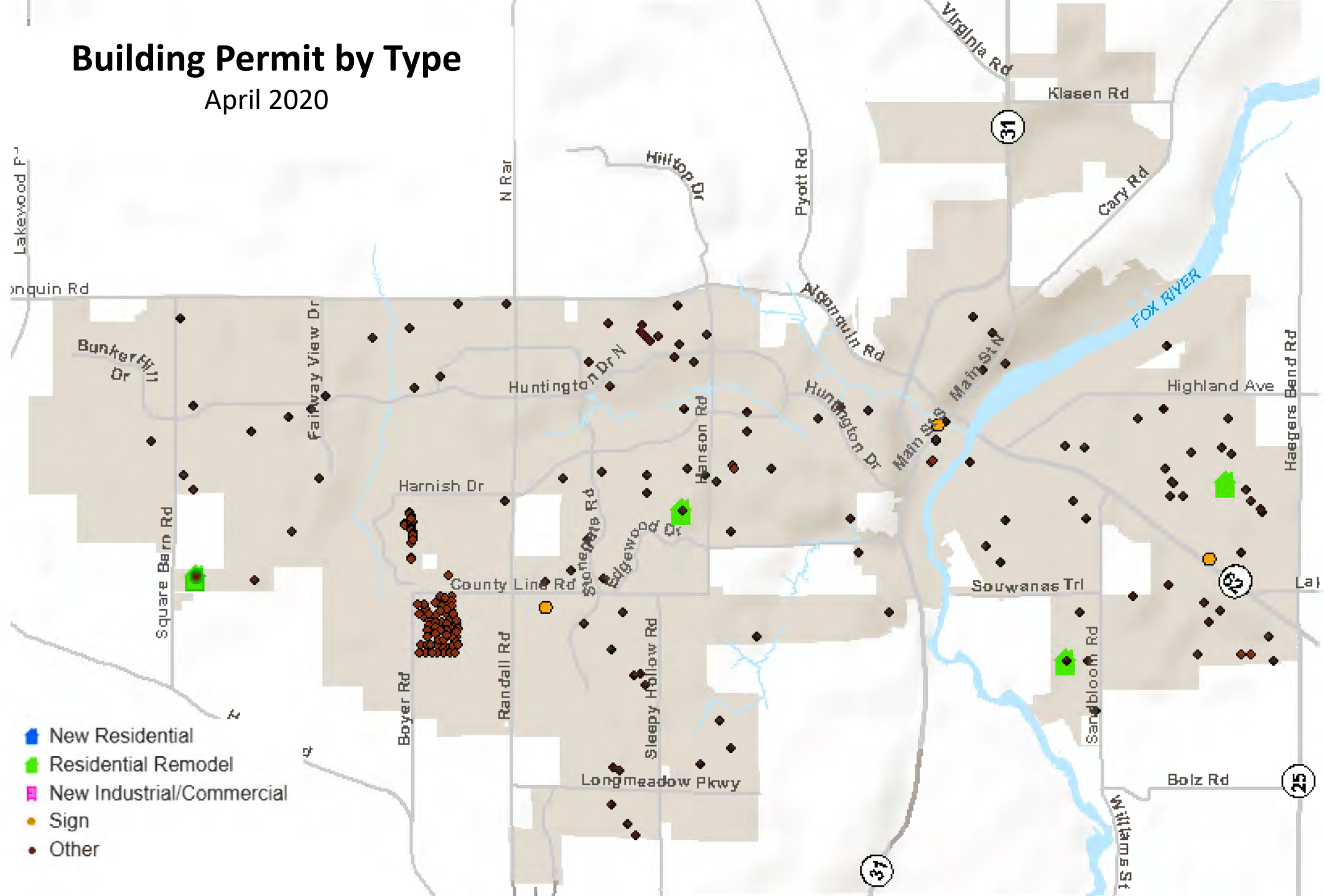
<u>PERMITS ISSUED</u>	This Month Last Year	This Month This Year	YTD Last Year	YTD This Year	% Change YTD
TOTAL PERMITS ISSUED	432	248	876	632	-27.85%
TOTAL VALUATION	\$ 7,789,610.00	\$ 3,549,327.00	\$ 16,074,503.00	\$ 10,301,494.00	-35.91%

<u>PERMIT FEES COLLECTED</u>	This Month Last Year	This Month This Year	YTD Last Year	YTD This Year	% Change YTD
<u>ACCOUNT 01000100 32100</u>					
TOTAL COLLECTED	\$ 35,225.00	\$ 29,480.00	\$ 105,752.00	\$ 111,405.56	5.35%

<u>NEW BUILDING ACTIVITY</u>	This Month Last Year	This Month This Year	YTD Last Year	YTD This Year	% Change YTD
New Single/Two-Family Homes	4	0	16	8	-50.00%
New Townhouse/Apartment	0	0	0	0	0.00%
New Industrial/Commercial	0	0	0	0	0.00%
TOTAL NEW BUILDINGS	4	0	16	8	-50.00%

Building Permit by Type

April 2020





Public Works Monthly Report

For April 2020

Common Tasks

Total WOs 3

WOs	Work Order Type	Hours	Labor	Materials	Equipment	Total
2	Graffiti/Vandalism	1.25	\$59.07		\$28.06	\$87.13
1	Special Events	41.50	\$1,910.75	\$1,418.13	\$308.50	\$3,637.38
GROUP TOTAL		42.75	\$1,969.82	\$1,418.13	\$336.56	\$3,724.51

Facilities

Total WOs 29

WOs	Work Order Type	Hours	Labor	Materials	Equipment	Total
1	Mailbox Damage - Snow Related	0.15	\$7.45	\$70.00	\$3.30	\$80.76
1	Sewer Facility Equipment Corrective Maint I	6.00	\$230.73			\$230.73
21	Sewer Facility Equipment Preventative Maint	12.60	\$622.71			\$622.71
1	Sewer Facility Pump Corrective Maint 0	0.25	\$13.18			\$13.18
2	Sewer Facility Pump Corrective Maint I	4.25	\$177.01			\$177.01
2	Sewer Facility Pump Preventative Maint	4.50	\$334.31		\$885.00	\$1,219.31
1	Turf Damage - Snow Related	0.50	\$20.71	\$1.72	\$12.52	\$34.95
GROUP TOTAL		28.25	\$1,406.10	\$71.72	\$900.82	\$2,378.64

Forestry

Total WOs 82

WOs	Work Order Type	Hours	Labor	Materials	Equipment	Total
4	Tree Maintenance	2.50	\$99.19		\$68.20	\$167.39
78	Tree Removal	113.45	\$4,840.66	\$89.10	\$10,136.07	\$15,065.83
GROUP TOTAL		115.95	\$4,939.85	\$89.10	\$10,204.27	\$15,233.22

Parks

Total WOs 377

WOs	Work Order Type	Hours	Labor	Materials	Equipment	Total
13	Athletic Field Maintenance	10.50	\$497.58	\$9.84	\$43.25	\$550.67
8	Landscape Area Sickle Bar Mowing	22.00	\$1,049.62	\$6.08	\$174.04	\$1,229.74
119	Landscape Area Vegetation Control	31.85	\$1,522.98	\$16.77	\$406.34	\$1,946.09
3	Landscape Area Weed Control	14.00	\$707.56	\$17.76	\$44.21	\$769.53
1	Natural Area Maintenance	0.00	\$2,500.00			\$2,500.00
1	Natural Area Prescribed Burn	0.00	\$7,800.00			\$7,800.00
65	Park Rounds Mon/Fri	37.80	\$1,392.80		\$833.66	\$2,226.46
167	Park Rounds Tue/Thur	43.85	\$1,727.18		\$935.82	\$2,663.00
GROUP TOTAL		160.00	\$17,197.72	\$50.45	\$2,437.31	\$19,685.48

Sewer

Total WOs 49

WOs	Work Order Type	Hours	Labor	Materials	Equipment	Total
35	Sanitary Sewer Gravity Main Maintenance	37.00	\$1,861.84		\$3,478.74	\$5,340.58

14	Sanitary Sewer Manhole Repair	Total WOs	10
WOs	Work Order Type		
10	Delineator Maintenance		

Stormwater		Total WOs	24
WOs	Work Order Type		
1	Stormwater Structure New Install		
23	Stormwater Structure Repair		

Streets		Total WOs	35
WOs	Work Order Type		
1	Fence Maintenance		
1	Pavement Maintenance		
29	Sidewalk Grind		
4	Street Sweeping		

Traffic		Total WOs	2
WOs	Work Order Type		
1	Sign Maintenance		
1	Streetlight Maintenance		

Water		Total WOs	470
WOs	Work Order Type		
456	Hydrant Flushing		
7	Hydrant Repair		
1	Hydrant Replace		
1	Water Hydrant Valve Box Repair		
3	Water Service Line Repair		
2	Water Service Line Valve Repair		

	6.96	\$320.24	\$163.82	\$484.06
GROUP TOTAL	43.96	\$2,182.08	\$3,642.56	\$5,824.64

	Hours	Labor	Materials	Equipment	Total
	1.98	\$99.34		\$48.87	\$148.20
GROUP TOTAL	1.98	\$99.34		\$48.87	\$148.20

	Hours	Labor	Materials	Equipment	Total
	3.00	\$153.69		\$42.90	\$196.59
	73.00	\$3,434.07		\$3,010.27	\$6,444.34
GROUP TOTAL	76.00	\$3,587.76		\$3,053.16	\$6,640.92

	Hours	Labor	Materials	Equipment	Total
	3.00	\$141.80		\$0.42	\$142.22
	14.00	\$644.00	\$435.00	\$649.32	\$1,728.32
	6.10	\$264.32		\$151.37	\$415.69
	0.00	\$13,923.81			\$13,923.81
GROUP TOTAL	23.10	\$14,973.93	\$435.00	\$801.11	\$16,210.04

	Hours	Labor	Materials	Equipment	Total
	1.50	\$59.10		\$15.07	\$74.17
	0.00	\$4,077.40			\$4,077.40
GROUP TOTAL	1.50	\$4,136.50		\$15.07	\$4,151.57

	Hours	Labor	Materials	Equipment	Total
	164.25	\$7,846.75		\$3,354.24	\$11,200.99
	19.80	\$1,029.77		\$449.93	\$1,479.70
	1.00	\$41.42	\$4.88	\$939.88	\$986.18
	0.50	\$20.71	\$1.72	\$201.96	\$224.39
	2.50	\$103.55	\$12.34	\$3,068.61	\$3,184.50
	2.00	\$102.38	\$1.72	\$757.89	\$861.99
GROUP TOTAL	190.05	\$9,144.58	\$20.66	\$8,772.51	\$17,937.75

Public Works Operating and Maintenance Totals

<u>WOs</u>	<u>Hours</u>	<u>Labor</u>	<u>Materials</u>	<u>Equipment</u>	<u>TOTAL</u>
1,081	684	\$59,637.66	\$2,085.06	\$30,212.24	\$91,934.96

Fleet

Number of Repairs	Repair Type		Regular Hours	OT Hours	Labor Cost	Part Cost	Total Cost
28	Diagnose	Accident/Vandalism	9.20	0	\$966.00	\$3,757.48	\$4,723.48
87	Operator's Report	Accident/Vandalism	52.35	0	\$5,496.75	\$3,465.65	\$8,962.40
9	Inspection Routine	Accident/Vandalism	15.15	0	\$1,590.75	\$10.48	\$1,601.23
38	PM	Driver Reported/Diagnosed	27.50	0	\$2,887.50	\$427.23	\$3,314.73
2	STOCKROOM	Driver Reported/Diagnosed	0.00	0	\$0.00	\$18.18	\$18.18
1	Training	Inspection/Warranty	1.25	0	\$131.25	\$0.00	\$131.25
18	Parts Pick up	Vehicle Modification/Repair	5.10	0	\$535.50	\$677.42	\$1,212.92

Number of WOs:	Total Hours:	Total OT Hours:	Total Labor Cost:	Total Material Cost:	Total Repair Cost:
183	110.55	0	\$11,607.75	\$8,356.44	\$19,964.19

Breakdowns	124	Vehicle Modification/Repair	18
Driver Reported/Diagnosed	40	Accident/Vandalism	124
Inspection/Warranty	1	Stockroom/Training	0
Preventitive Maintenance	0		

Building Services

Number of Repairs	Repair Location		Regular Hours	OT Hours	Labor Cost	Part Cost	Total Cost
<u>VILLAGE HALL</u> 72 Total WOs							
1	Trash		0.50	0.00	\$50.00	\$0.00	\$50.00
8	Equipment Maintenanc		11.50	0.00	\$1,150.00	\$0.00	\$1,150.00
1	Install		0.15	0.00	\$15.00	\$5.97	\$20.97
16	Department Pick Up		5.00	0.00	\$500.00	\$2,330.48	\$2,830.48
9	Restock		3.45	0.00	\$345.00	\$391.49	\$736.49
4	Pm		7.50	0.00	\$750.00	\$0.00	\$750.00
15	Repair		67.00	2.00	\$6,700.00	\$0.00	\$6,700.00
14	General Service		19.50	0.00	\$1,950.00	\$0.00	\$1,950.00
4	Clean		5.25	0.00	\$525.00	\$0.00	\$525.00
GROUP TOTAL			119.85	2.00	\$11,985.00	\$2,727.94	\$14,712.94
<u>PUBLIC WORKS</u> 204 Total WOs							
1	Equipment Maintenanc		0.50	0.00	\$50.00	\$0.00	\$50.00
6	Install		7.50	0.00	\$750.00	\$7.80	\$757.80
74	Department Pick Up		2.25	0.00	\$225.00	\$2,162.74	\$2,387.74
32	Inspection		43.00	0.00	\$4,300.00	\$0.00	\$4,300.00
5	Restock		0.00	0.00	\$0.00	\$80.10	\$80.10
1	Pm		0.00	0.00	\$0.00	\$212.52	\$212.52
1	Repair		1.00	0.00	\$100.00	\$0.00	\$100.00
25	General Service		114.50	0.00	\$11,450.00	\$0.00	\$11,450.00
37	Ppe		1.00	0.00	\$100.00	\$703.11	\$803.11
5	Stockroom		28.50	0.00	\$2,850.00	\$0.00	\$2,850.00
1	Training		1.25	0.00	\$125.00	\$0.00	\$125.00
16	Clean		18.00	0.00	\$1,800.00	\$0.00	\$1,800.00
GROUP TOTAL			217.50	0.00	\$21,750.00	\$3,166.27	\$24,916.27
<u>WASTE WATER PLANT</u> Total WOs							
2	Department Pick Up		0.00	0.00	\$0.00	\$57.38	\$57.38
1	Restock		0.00	0.00	\$0.00	\$18.68	\$18.68
1	Event		0.00	2.00	\$0.00	\$0.00	\$0.00
GROUP TOTAL			0.00	2.00	\$0.00	\$76.06	\$76.06
<u>WATER PLANT 1</u> 5 Total WOs							
1	Department Pick Up		0.00	0.00	\$0.00	\$15.43	\$15.43
4	Restock		0.00	0.00	\$0.00	\$145.36	\$145.36
GROUP TOTAL			0.00	0.00	\$0.00	\$160.79	\$160.79
<u>WATER PLANT 2</u> 3 Total WOs							
1	Install		0.00	0.00	\$0.00	\$27.25	\$27.25
2	Department Pick Up		0.00	0.00	\$0.00	\$24.25	\$24.25
GROUP TOTAL			0.00	0.00	\$0.00	\$51.50	\$51.50
<u>WATER PLANT 3</u> 1 Total WOs							
1	Department Pick Up		0.00	0.00	\$0.00	\$491.14	\$491.14
GROUP TOTAL			0.00	0.00	\$0.00	\$491.14	\$491.14

<u>H.V.H.</u>		5	Total WOs					
1	Inspection			1.00	0.00	\$100.00	\$0.00	\$100.00
1	Restock			0.00	0.00	\$0.00	\$50.36	\$50.36
1	Pm			0.00	0.00	\$0.00	\$71.41	\$71.41
1	Event			1.00	0.00	\$100.00	\$0.00	\$100.00
1	General Service			2.00	0.00	\$200.00	\$0.00	\$200.00
GROUP TOTAL				4.00	0.00	\$400.00	\$121.77	\$521.77

<u>POOL</u>		1	Total WOs					
1	General Service			0.00	0.00	\$0.00	\$0.00	\$0.00
GROUP TOTAL				0.00	0.00	\$0.00	\$0.00	\$0.00

<u>WELL 11 SANDBLOOM</u>			Total WOs					
1	General Service			0.50	0.00	\$50.00	\$0.00	\$50.00
GROUP TOTAL				0.50	0.00	\$50.00	\$0.00	\$50.00

<u>P.D.</u>		5	Total WOs					
3	Restock			1.10	0.00	\$110.00	\$85.89	\$195.89
2	Clean			1.00	0.00	\$100.00	\$0.00	\$100.00
GROUP TOTAL				2.10	0.00	\$210.00	\$85.89	\$295.89

Number of WOs:	Total Hours:	Total OT Hours:	Total Labor Cost:	Total Material Cost:	Total Repair Cost:
301	343.95	0	\$34,395.00	\$6,881.36	\$41,276.36

**ORDINANCE NUMBER
2020-O-**

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

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

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

SEE ATTACHED LIST OF EQUIPMENT

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

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

SECTION 1: That the sale of said personal property is hereby authorized to be conducted through negotiation without advertising for bids including the option for a donation to a local not-for-profit or charitable organization.

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

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

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

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

(SEAL)

Village President John C. Schmitt

ATTEST: _____
Village Clerk, Gerald S. Kautz

by: _____
Deputy Village Clerk, Michelle Weber

PASSED:

APPROVED:

PUBLISHED:



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: 05/06/2020

TO: Tim Schloneger, Village Manager

CC: Bob Mitchard, Public Works Director

FROM: Steven R. Ludwig, General Services Superintendent
Mike Reif, Internal Services Supervisor

SUBJECT: Vehicles To Be Deemed Surplus

The following vehicles are proposed to be declared surplus as part of the Village's program with Enterprise Fleet Management. The program achieves the lowest total cost of operation by cycling out vehicles on a timely basis.

Unit #: 27
Year: 2020
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEH7LZ113865
Description: Enterprise Lease Turn in

Unit #: 310
Year: 2020
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEH1LZ110346
Description: Enterprise Lease Turn in

Unit #: 313
Year: 2020
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEH6LZ116286
Description: Enterprise Lease Turn in

Unit #: 607
Year: 2020
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEH3LZ109571
Description: Enterprise Lease Turn in

Unit #: 825
Year: 2020
Make: GMC
Model: Sierra
ID/VIN: 1GTRAEH4LZ110387
Description: Enterprise Lease Turn in

Unit #: 103
Year: 2020
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEH6LZ110391
Description: Enterprise Lease Turn in

Unit #: 312
Year: 2020
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEHXLZ111561
Description: Enterprise Lease Turn in

Unit #: 311
Year: 2020
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEH6LZ111038
Description: Enterprise Lease Turn in

Unit #: 608
Year: 2020
Make: GMC
Model: Sierra
ID/VIN: 1GTR9AEH8LZ109436
Description: Enterprise Lease Turn in

Unit #: 955

Year: 2020

Make: GMC

Model: Sierra

ID/VIN: 1GTR9AEH1LZ109214

Description: Enterprise Lease Turn in

ORDINANCE NO. 2020-O-_____

An Ordinance Authorizing the Village of Algonquin to Accept a Conveyance of Real Property and a License Over Certain Other Property From the McHenry County Conservation District

WHEREAS, the McHenry County Conservation District, a conservation district organized under the Conservation District Act (70 ILCS 410/1 *et seq.*) in the State of Illinois (the “District”), is the owner of a parcel of real estate within the Village of Algonquin, an Illinois municipal corporation (“Village”), formerly known as the “Algonquin Industries Parcel” which is legally described as follows (the “Subject Property”):

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST

CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PINs: 19-28-451-017, 19-28-451-018 and 19-28-476-009

WHEREAS, the Village hereby declares that it is necessary or convenient for it to use, occupy or improve the Subject Property held by the District in the making of certain public improvements for a public park and to use same as a public park; and

WHEREAS, the District is willing to grant the Village a license in, over and upon other property owned by the District to enable the Village and the public to have access to the Prairie Trail on the terms and conditions set forth in that certain License Agreement for Prairie Trail Access by and between the District and the Village attached hereto as Exhibit A; and.

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, ("Act") as amended, authorizes units of government to transfer property from one unit of government to another unit of government; and

WHEREAS, the corporate authorities of the Village desire the corporate authorities of the District to transfer the Subject Property and the License to the Village in exchange for a payment of \$10.00, and other good and valuable consideration in hand paid, and pursuant to the authority conferred by the Act as well as the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et al.*; and

WHEREAS, the District desires to have the transfer of Subject Property effectuated by special warranty deed, subject to the Declaration of Restrictive Covenants respectively attached hereto as Exhibits B and C.

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 foregoing premises are hereby incorporated herein as findings and the declaration of the President and Board of Trustees of the Village of Algonquin.

SECTION 2: The Village Manager is authorized to issue payment in the amount of \$10.00, and other good and valuable consideration in hand paid, for the Subject Property and to accept and duly record in the Office of the McHenry County Recorder of Deeds a special warranty deed executed by the President of the Board of Trustees of the McHenry County Conservation District, conveying the Subject Property, the form of said deed being attached hereto and being made a part hereof by this reference as Exhibit B as well as to accept and duly record the Declaration of Restrictive Covenants attached hereto as Exhibit C.

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

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

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

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

Village President John C. Schmitt

(SEAL)

ATTEST: _____
Village Clerk Gerald S. Kautz

Passed: _____

Approved: _____

Published: _____

Exhibit List:

Exhibit A: License Agreement for Prairie Trail Access between the District and the Village

Exhibit B: Special Warranty Deed from MCCD to Village for former “Algonquin Industries Parcel”

Exhibit C: Declaration of Restrictive Covenants

EXHIBIT A TO ORDINANCE NO. 2020-O-

**LICENSE AGREEMENT FOR PRAIRIE TRAIL ACCESS
BY AND BETWEEN
THE MCHENRY COUNTY CONSERVATION DISTRICT, LICENSOR,
AND
THE VILLAGE OF ALGONQUIN, ILLINOIS, LICENSEE**

LICENSE AGREEMENT made and entered into this ____ day of _____, 2020, by and between the **McHENRY COUNTY CONSERVATION DISTRICT**, a conservation district organized and existing under the State of Illinois (hereinafter referred to as the “Licensor”), and the **VILLAGE OF ALGONQUIN**, an Illinois municipal corporation (hereinafter referred to as the “Licensee”).

W I T N E S S E T H:

WHEREAS, Licensor and Licensee are both public entities; and

WHEREAS, Licensee wishes to cross over and upon certain Real Estate owned by Licensor and Licensor is amenable to permitting Licensee to utilize Licensor’s Real Estate for the purposes contemplated herein by virtue of a license to be granted by Licensor; and

WHEREAS, Licensor is prepared to grant to Licensee a right to construct, repair, replace, remove, operate, and maintain a multi-use path (hereinafter referred to as the “Path”) on a portion of Licensor’s real estate that is legally described in **Exhibit A**, attached hereto (hereinafter referred to as the “Licensed Real Estate”), and for no other or additional purposes; and

NOW, THEREFORE, for and in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. RECITALS: The recitals are hereby incorporated by this reference.
2. GRANT OF LICENSE: Licensor hereby grants to Licensee a FIFTY (50) year license, authority, permission, right, and privilege to construct a path and to, repair, replace, remove, operate, and maintain said Path upon the surface of the Licensed Real Estate with an

option for Licensee to renew such license for another consecutive 50-year period on the same terms and conditions herein. Except as specifically otherwise agreed in writing by Licensor, or as required by the subsequent provisions hereof, said grant shall not extend to the construction, repairing, replacing, removing, operation, or maintenance of any above-ground structures, components, or facilities other than the Path and necessary signs for public safety.

3. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED:

(a) Licensor's grant of rights to Licensee is subject and subordinate to the prior and continuing right of Licensor to use and maintain its real estate and personal property, including the right and power of Licensor to construct and maintain trails for use by the public, and for any other lawful purpose or purposes, all of which may be freely done at any time by Licensor without notice to Licensee.

(b) Said grant is also subject to all outstanding prior or superior rights and the rights of Licensor and is made without covenant of title or of quiet enjoyment.

4. MAINTENANCE: Licensee shall have the right to go on certain contiguous real estate from time to time to perform routine maintenance and inspections of the Path to be constructed by it pursuant hereto. Licensee's Access to the Licensed Real Estate shall be on foot or by vehicle. Prior to undertaking any reconstruction or major maintenance of the Path, Licensee shall give notice to the Licensor of its intent to go upon the Licensed Real Estate and shall coordinate said activities with Licensor's personnel. In the event of an emergency, Licensee shall provide notice thereof to the Licensor within twenty-four (24) hours of the occurrence of the event creating the subject emergency.

5. CONSTRUCTION, REPAIR, REPLACEMENT, REMOVAL, MAINTENANCE, AND OPERATION:

(a) All work performed on the Licensed Real Estate by Licensee in connection with the construction, repair, replacement, removal, maintenance, or operation of the Path shall be done in accordance with the customary and normal standards in the industry.

(b) Prior to the commencement of any work in connection with the construction, repair, replacement, removal, maintenance, or operation of the Path where it passes on the Licensed Real Estate, Licensee shall submit to Licensors plans setting out the materials and specifications, method and manner of handling the work, including the shoring and cribbing, if any, required to protect Licensors operations, and shall not proceed with the work until such plans have been approved by Licensors, provided that such approval shall not be unreasonably withheld or delayed.

6. NOTICE OF COMMENCEMENT OF WORK: If an emergency should arise requiring immediate attention and entry upon the Licensed Real Estate, Licensee shall provide as much notice as practicable to Licensors before commencing any work. In all other situations, Licensee shall notify Licensors at least ten (10) days (or such other time as Licensors may allow) in advance of the commencement of any work upon the Licensed Real Estate in connection with the construction, replacement, removal, maintenance, or operation of the Path. All such work shall be prosecuted diligently to completion. Licensee shall notify Licensors of the completion of any work undertaken on the Path.

7. REINFORCEMENT OR REMOVAL OF PATH:

(a) The license herein granted is subject to the needs and requirements of Licensors in the operation, improvement, and use of its real estate as a conservation area.

(b) All the terms, conditions, and stipulations herein expressed with reference to the Path on the Licensed Real Estate shall, so far as the Path remains on the Licensed Real Estate, apply to the Path as modified, repaired, replaced, or removed within the contemplation of this Paragraph.

8. NO INTERFERENCE WITH LICENSOR'S OPERATION: The Path and all parts thereof within and outside the limits of the Licensed Real Estate shall be constructed and at all times maintained, repaired, replaced, removed, and operated in such manner as to cause no undue delay or unreasonable interference with the constant, continuous, and uninterrupted use of the land and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

9. RELOCATION OF PATH: Licensee acknowledges that Licensor may at any time construct, maintain, repair, replace, remove, use, operate, change, modify, and relocate any trail or trails or other improvements situated on the surface of the Licensed Real Estate at Licensor's costs so long as they do not interfere with the license hereby granted to Licensee. Licensee shall, at its sole cost and expense, take all necessary steps to protect the Path from and against the effects of such actions by Licensor.

10. CLAIMS AND LIENS FOR LABOR, MATERIAL, AND TAXES:

(a) Licensee shall fully pay for all materials affixed to and labor performed upon the Licensed Real Estate in connection with the construction, repair, replacement, removal, maintenance, modification, or reconstruction of the Path and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Licensed Real Estate for any work done or materials furnished thereon at the instance or request on behalf of Licensee. Licensee shall indemnify and hold harmless Licensor against and from any and all liens, claims, demands, costs, and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

(b) Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of the Path, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges and assessments levied upon

or in respect to the Path on the Licensed Real Estate shall not be increased because of the location, construction, or maintenance of the Path or any improvement, appliance, or fixture connected therewith placed upon the Licensed Real Estate, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensors, then Licensee shall pay to Licensors an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensors as compared with the entire value of such property, as shall be reasonably determined by Licensors.

11. PERMITS OR CONSTRUCTION OF THE PATH: Licensee shall, prior to the commencement of any work on the Licensed Real Estate, obtain any and all permits required from any and all competent authorities and shall provide proof of said permit or permits to Licensors. Licensee agrees to indemnify and hold Licensors harmless from any penalties, whether civil or penal in nature, which may be assessed against Licensors as a result of a failure by Licensee to obtain any and all necessary permits for the activities contemplated in this License Agreement.

12. RESTORATION OF LICENSOR'S PROPERTY: In the event Licensors authorizes Licensee to move or take down any fence or structure or equipment of Licensors or in any manner to move or disturb any of the other land or facilities of Licensors in connection with the construction, repair, replacement, removal, maintenance, modification, or reconstruction of the Path, Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence, structure, equipment, and other property to the same condition as the same were in prior to such work.

13. INDEMNITY:

(a) As used in this Paragraph, "Licensors" includes Licensors's trustees, officers, directors, agents, volunteers, invitees, and employees. The term "Loss," includes all losses, damages, claims, demands, actions, causes of action, penalties, costs, and expenses of any nature

whatsoever, including attorneys' fees and court costs, which may result from: (1) injury to or death of any persons whomsoever (including the trustees, officers, directors, agents, volunteers, invitees, and employees of Licensor and Licensee), and/or (2) damage to or loss or destruction of any property whatsoever (including Licensee's property, damage to any trail, equipment, or other property of Licensor, or property in Licensor's care or custody), except to the extent that any such Loss is caused by the gross negligence or willful acts of Licensor, or its contractors and/or agents.

(b) Licensee agrees to indemnify and hold harmless Licensor from any Loss which to any extent is due to or arises from:

(1) The prosecution of any work contemplated by this License Agreement, including the installation, construction, repair, replacement, removal, maintenance, or reconstruction, of the Path by Licensee or any part thereof;

or

(2) The presence, operation, or use of the Path or contents escaping therefrom.

14. WAIVER OF BREACH: The waiver of Licensor or Licensee's breach of any condition, covenant, or agreement contained herein shall in no way limit or restrict the right of Licensor to avail itself of any remedy for any prior or subsequent breach hereof.

15. INSURANCE:

(a) Licensee, at its sole cost and expense, shall provide a policy or policies of insurance for public liability, having a minimum limit of liability for personal injury and property damage of TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS per occurrence, for all claims of any nature arising from Licensee's exercise of its rights hereunder. Licensor shall be designated therein as an Additional Insured. Throughout the term of the license hereby granted, Licensee shall provide Licensor with current certificates of insurance or other satisfactory evidence that premiums have been paid for said policy or policies issued by a solvent and reputable resident or

surplus insurance company acceptable to Licensor and authorized to issue such policies on risks arising in the state of Illinois. Failure of the Licensor to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Licensor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

(b) In addition to Licensee's insurance obligations set forth above, and at no cost to the Licensor, Licensee shall require any contractor(s) or subcontractor(s) performing any of the work contemplated by this License Agreement to obtain and keep in full force and effect for so long as any claim relating to the work may be asserted, comprehensive general liability and property damage insurance written to include the coverages and for not less than the minimum limits, or greater if required by law, as provided in **Exhibit B** attached hereto and incorporated herein by reference, and to otherwise comply with all other requirements set forth therein. Licensee shall similarly require any contractor(s) or subcontractor(s) performing any of the work contemplated by this License Agreement to defend, indemnify and hold harmless Licensor in accordance with and as more fully set forth in Subsection E of Exhibit B attached hereto.

16. LICENSEE'S DUTY OF CARE: Throughout the term of the license hereby granted, Licensee shall exercise the utmost care and caution for the protection of the property of Licensor and for the safety of any and all persons present upon Licensor's land and utilize its property.

17. HAZARDOUS MATERIALS: No explosives or flammable or hazard materials of any kind shall be transported across, brought upon, or stored or deposited on, the Licensed Real Estate (except as needed for vehicles or equipment needed to perform the work contemplated by this License Agreement, provided that Licensee and its contractors shall be liable for any damage to or contamination of the Licensed Real Estate resulting from such activity or use). As used in

this License Agreement, “Hazardous Materials” means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (I) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as "hazardous substances" pursuant to Section 1251 et. seq. (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. (42 U.S.C. Section 6903), or (vi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq. (42 U.S.C. Section 9601) or any other applicable environmental law.

18. TERMINATION: If Licensee does not use the rights herein granted or the Path for thirty-six (36) months, or if Licensee fails to commence curing the default in the performance of any covenant or agreement herein contained within thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its option, immediately terminate this License Agreement and the license hereby granted by written notice. Notice of default and notice of termination of the license hereby granted may be served upon Licensee by mailing to the address of Licensee specified in Paragraph 20. Termination of this License Agreement and the license hereby granted for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

19. NOTICES: Any and all notices required or permitted hereunder shall be given in writing and shall be forwarded by facsimile or mailed by certified United States mail, return receipt requested or delivered by overnight courier to the parties hereto as follows:

If to the District: **MCHENRY COUNTY CONSERVATION DISTRICT**
18410 U.S. Highway 14
Woodstock, Illinois 60098
Attn: Executive Director
Fax: (815) 334-2877

And a copy to: Andrew S. Paine
Tressler LLP
233 S. Wacker Drive, 61st Floor
Chicago, IL 60606
apaine@tresslerllp.com

If to the Village: **VILLAGE OF ALGONQUIN**
2200 Harnish Drive
Algonquin, Illinois 60102
Attn: Village Manager
Fax No.: (847) 658-4564

And a copy to: Kelly A. Cahill
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014
(815) 459-2050
kcahill@zrfmlaw.com

Any notice forwarded by facsimile shall be effective upon confirmation of receipt, any notice forwarded by certified mail shall be effective upon its posting and any notice forwarded by courier shall be effective upon receipt.

20. APPLICABLE LAW: This License Agreement shall be construed in accordance with the laws of the State of Illinois.

21. PRIOR AGREEMENTS: This License Agreement shall supersede and all prior agreements on this subject matter, whether written or oral, between the parties hereto and may only be amended by written instrument executed by both Licensor and Licensee or their authorized agents.

22. GENDER: Whenever used herein, the masculine shall include the feminine, feminine shall include masculine, the singular shall include the plural, and the plural shall include the singular.

23. SUCCESSORS AND ASSIGNS: This License Agreement shall be binding upon the parties hereto and their respective successors and assigns provided, however, that neither party hereto shall assign any interest herein or hereunder without the prior written consent and approval of the other party first had and any such assignment, without said prior written consent, shall be null and void and absolutely of no force or effect.

24. COUNTERPARTS, FACSIMILE OR .PDF SIGNATURES: This License Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and all said counterparts together shall be deemed to be a single instrument. Copies of any signature hereto shall, upon its transmission of either party hereto, be fully binding and enforceable as an original for the purposes hereof.

IN WITNESS WHEREOF, Licensors and Licensee have caused this License Agreement to be executed on the day and year first above written at Woodstock, Illinois.

**MCHENRY COUNTY CONSERVATION
DISTRICT**

VILLAGE OF ALGONQUIN

By: _____
Vern Scacci, President
Board of Trustees

By: _____
Tim Schloneger, Village Manager

Attest: _____
Carolyn Campbell, Secretary
Board of Trustees

Attest: _____
Gerald Kautz, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Vern Scacci and Carolyn Campbell, the President and Secretary of the McHenry County Conservation District, a conservation district organized and existing under the laws of the State of Illinois, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the District, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2020.

NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tim Schloneger and Gerald Kautz, the Village Manager and Clerk of the Village of Algonquin, Illinois, a municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village Manager and Clerk appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2020.

NOTARY PUBLIC

(SEAL)

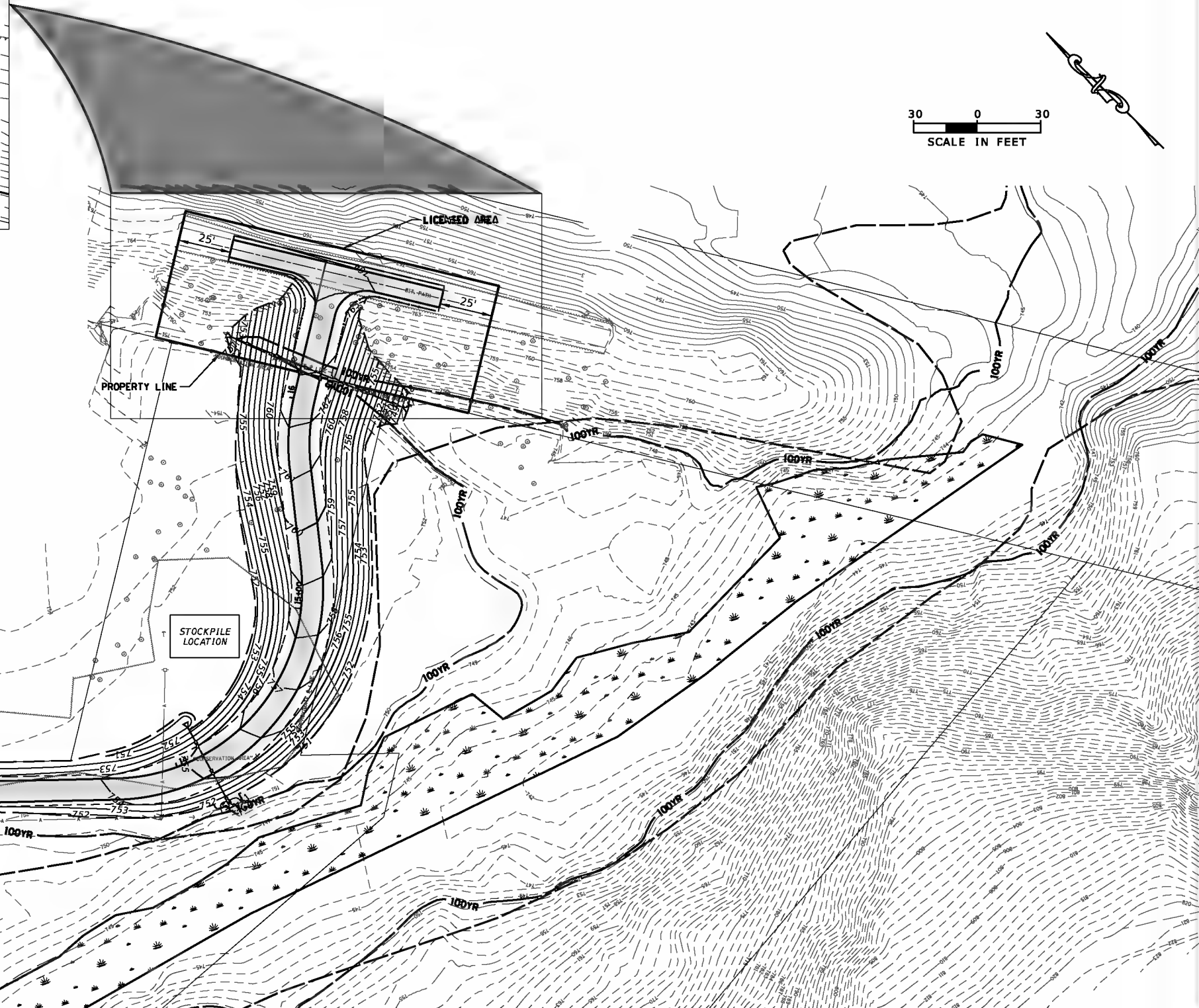
EXHIBIT A TO LICENSE AGREEMENT

LICENSED REAL ESTATE

THAT PART OF THE 100.00 FOOT STRIP OF LAND OF THE FORMER AND ABANDON CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCHENRY COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF ALGONQUIN INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 28, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1966 AS DOCUMENT NO. 465704;

THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION (ALSO BEING THE WESTERLY LINE OF SAID FORMER AND ABANDON CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY) HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 28 DEGREES 40 MINUTES 52 SECONDS WEST A DISTANCE OF 300.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 28 DEGREES 40 MINUTES 52 SECONDS WEST, 152.00 FEET; THENCE NORTH 61 DEGREES 19 MINUTES 08 SECONDS EAST, 60.00 FEET; THENCE SOUTH 28 DEGREES 40 MINUTES 52 SECONDS EAST, 152.00 FEET; THENCE SOUTH 61 DEGREES 19 MINUTES 08 SECONDS WEST, 60.00 FEET TO THE POINT OF BEGINNING.



30 0 30

SCALE IN FEET

EXHIBIT B TO LICENSE AGREEMENT

CONTRACTOR INSURANCE REQUIREMENTS

As used herein, “Company” shall mean any contractor(s) or subcontractor(s) working upon the Licensed Real Estate described in the License Agreement and “Owner” shall mean the McHenry County Conservation District.

Company shall obtain and maintain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Company shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any insurance or self-insurance maintained by the District shall be excess of Company’s insurance and shall not contribute with it.

B. Business Auto and Umbrella Liability Insurance

If applicable, Company shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, Company shall maintain workers compensation and employer’s liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Company waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Company's use of the premises.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to entering upon or performing any work on Owner's property, Company shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

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

Owner shall have the right, but not the obligation, of prohibiting Company from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Company shall provide certified copies of all insurance policies required above within 10 days of Owners' written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Company's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Company may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

E. Indemnification

Company shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this lease; (ii) any act, omission wrongful act or negligence of Company or any of Company's subtenants or licensees (if applicable), or the partners, directors, officers, agents, employees, invitees or contractors of Company or Company's subtenants or licensees; (iii) any accident, injury or damage whatsoever occurring in or at the premises regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Company shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Company's breach of any of its obligations under, or Company's default of, any provision of its contract with the Village of Algonquin.

EXHIBIT B TO ORDINANCE NO. 2020-O-

SPECIAL WARRANTY DEED

MAIL TO:

Michael J. Smoron
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014

SEND TAX BILLS TO:

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

THE GRANTOR, **McHENRY COUNTY CONSERVATION DISTRICT**, a conservation district organized and existing under the laws of the State of Illinois, County of McHenry, State of Illinois for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, CONVEYS and WARRANTS to GRANTEE, **VILLAGE OF ALGONQUIN, an Illinois municipal corporation**, of the Counties of McHenry and Kane, State of Illinois, all interest in the following described Real Estate situated in the County of McHenry, in the State of Illinois, to wit:

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 19-28-451-017; 19-28-451-018; and 19-28-476-009

Address of Real Estate: Vacant Property, Algonquin, Illinois

SUBJECT TO: DECLARATION OF RESTRICTIVE COVENANTS.

IN WITNESS WHEREOF, GRANTOR has caused this Special Warranty Deed to be executed and delivered at Woodstock, Illinois
this _____ day of _____, 2020.

McHENRY COUNTY CONSERVATION DISTRICT

By: _____
Vern Scacci, its President

ATTEST:

Carolyn Campbell, its Secretary

STATE OF ILLINOIS, COUNTY OF McHENRY ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Vern Scacci, as President of the Board of Trustees of the McHENRY COUNTY CONSERVATION DISTRICT, and Carolyn Campbell, as Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2020.

_____(Notary Public)

EXHIBIT C TO ORDINANCE NO. 2020-O-

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (this “Declaration”) is entered into this _____ day of _____, 2020, by the Village of Algonquin, an Illinois municipal corporation (the “Village”).

WHEREAS, the Village has acquired title, and is the sole owner of record, of the property legally described as follows:

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST

ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PINs: 19-28-451-017, 19-28-451-018 and 19-28-476-009 (the “Subject Property”)

The Village hereby submits the Subject Property to the covenants and restrictions set forth in this Declaration. This Declaration, and the privileges, obligations, and provisions contained herein shall inure to the benefit of the McHenry County Conservation District, a conservation district organized and existing under the laws of the State of Illinois (the “District”), and its successors.

1. Use Restriction: The Subject Property shall be maintained in perpetuity as public open space and no structures or improvements shall be erected on the Subject Property except those consistent with public parks for outdoor recreational activities and/or enjoyment such as a bicycle or pedestrian trail or path; conservation of natural resources and wetlands management; a public facility that is open on all sides and functionally related to a designated open space or recreational use; or a public restroom.

In addition, pursuant to Section 19 of the Conservation District Act, a prohibition is hereby imposed on the development or operation of any new pollution control facility upon the Subject Property, as that term is defined in Section 3.330 of the Environmental Protection Act.

2. Term: This covenant is to run with the land and shall be binding on all parties and their successors and all persons claiming under them, and all public agencies, for a perpetual period from the date these covenants are recorded.

3. Enforcement: Enforcement shall be by proceedings at law or in equity by the District against any person violating or threatening to violate any covenant either to restrain violations or to recover damages. Enforcement may be undertaken by any grantor or grantee in the chain of title, any adjacent property owner adversely affected by any violation or threat to violate this covenant.

VILLAGE OF ALGONQUIN

By: _____
Tim Schloneger, its Manager

ATTEST:

Village Clerk Gerald S. Kautz

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tim Schloneger and Gerald Kautz, the Village Manager and Clerk of the Village of Algonquin, Illinois, a municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village Manager and Clerk appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2020.

NOTARY PUBLIC

(SEAL)

ORDINANCE NO. 2020 - O - _____

An Ordinance Amending of Chapter 43, Offenses Against Public Peace, Safety and Morals, Section 43.24, Possession or Consumption of Alcoholic Liquor, and Chapter 21, Algonquin Zoning Ordinance, Section 21.16, Off-Street Parking and Loading of the Algonquin Municipal Code to Provide Additional Outdoor Space and Expanding Liquor Licenses to Assist Bars and Restaurants

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 has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety, and welfare of its citizens; and

WHEREAS, on March 9, 2020, Governor J.B. Pritzker declared all counties in the State of Illinois as a disaster area; and

WHEREAS, on March 11, 2020 the World Health Organization characterized the COVID-19 outbreak as a pandemic; and

WHEREAS, on March 11, 2020, McHenry County Board Chair Jack D. Franks proclaimed that a disaster emergency exists for the County of McHenry; and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a national emergency concerning the novel COVID-19 outbreak; and

WHEREAS, on March 17, 2020, the President of the Village of Algonquin issued a Proclamation of Local Disaster Emergency for the Village of Algonquin and the President and the Board of Trustees have continued that Proclamation of Local Disaster Emergency; and

WHEREAS, the COVID-19 public health crisis and attendant measures taken to protect the public health have created an economic challenge our local businesses including bars and restaurants; and

WHEREAS, since March 16, 2020 at 9 p.m., local bars and restaurants have been prohibited from providing on-premises consumption of food or alcohol; and

WHEREAS, since March 20, 2020 at 5 p.m., local businesses have been prohibited from operating or have operated on a restricted basis; and

WHEREAS, to assist local bars, restaurants, and businesses in the short-term and provide relief with economic challenges while protecting the health and safety of its residents, the Village is taking initiatives to adapt government resources and provisionally amend the Algonquin Municipal Code for the current conditions; and

An Ordinance to Provide Additional Outdoor Space and Expanding Liquor Licenses to Assist Bars and Restaurants

WHEREAS, such assistance shall follow the phasing in Governor Pritzker's Restore Illinois plan; and

WHEREAS, when the Restore Illinois plan requires limited capacity and social distancing in bars and restaurants, the Village shall provide additional outdoor space to assist bars and restaurants.

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: RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: PHASE 2. During Phase 2-Flattening of the Restore Illinois plan, the Village shall immediately take the following actions:

A. USE OF RIGHT-OF-WAY FOR PUBLIC PEDESTRIAN USE. The Village hereby will allow portions of the right-of-way within the Village to be used for public pedestrian use only. The Village hereby designates the Village President and assigns him the duty of determining which portions of the right-of-way may be used for public pedestrian use. Hours of operation for these designated areas shall be limited to 7:00 a.m. to 8:00 p.m. and use of the space will be for a maximum of 60 minutes.

B. POSSESSION OR CONSUMPTION OF ALCOHOLIC LIQUOR. The Village hereby provisionally waives the prohibitions on the consumption of alcoholic liquor on any street, sidewalk, or other public way within the Village as set forth in Chapter 43, Offenses Against Public Peace, Safety and Morals, Section 43.24, Possession or Consumption of Alcoholic Liquor, Part E, of the Algonquin Municipal Code as to those portions of the right-of-way within the Village to be used for public pedestrian use only.

SECTION 3: PHASE 4 AND PHASE 5. During Phase 4-Revitalization and Phase 5-Illinois Restored of the Restore Illinois plan, the Village shall take the following actions:

A. USE OF RIGHT-OF-WAY FOR OUTDOOR SEATING. The Village shall convert those portions of the right-of-way Section 2(A) above for additional outdoor seating areas for bar and restaurant use subject to the terms of an agreement, the form of which is substantially set forth in Exhibit A, attached hereto and incorporated herein by this reference, a permit application, and an appropriate safety plan.

B. USE OF PARKING LOTS FOR OUTDOOR SEATING. The Village shall provisionally waive off-street parking requirements as set forth in Chapter 21, Algonquin Zoning Ordinance, Section 21.16, Off-Street Parking and Loading, of the Algonquin Municipal Code to allow bars and restaurants to utilize their parking lots for additional outdoor seating areas.

C. EXPANSION OF LIQUOR LICENSES. The Village and the Local Liquor Commissioner may expand local liquor licenses to include those portions of the municipal right-of-way and private parking lots being used for outdoor seating areas to allow for serving alcoholic liquor.

***An Ordinance to Provide Additional Outdoor Space and Expanding Liquor Licenses
to Assist Bars and Restaurants***

SECTION 4: SAFETY AND ECONOMY. The Village recognizes the need to revitalize the economy in a safe and health manner for its residents. Therefore, these initiatives may need to be postponed and/or revised for health and safety reasons. In addition, these initiatives may need to be withdrawn if they are abused or if violations of the Governor's Executive Order 2020-32 occur (such as gatherings of more than 10 people during Phase 2, social distancing is not maintained, facemasks are not worn, etc.).

SECTION 5: 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 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Aye:

Nay:

Absent:

Abstain:

APPROVED:

Village President John C. Schmitt

(SEAL)

ATTEST: _____
Village Clerk Gerald S. Kautz

Passed: _____

Approved: _____

Published: _____

Prepared by:

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

Z:\A\AlgonquinVillageof\Ordinances\COVID-19 Outdoor Space.Liquor License.Bars and Restaurants.docx

CERTIFICATION

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

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of Algonquin, held on the _____ day of _____, 2020, the foregoing Ordinance entitled *An Ordinance Amending of Chapter 43, Offenses Against Public Peace, Safety and Morals, Section 43.24, Possession or Consumption of Alcoholic Liquor, and Chapter 21, Algonquin Zoning Ordinance, Section 21.16, Off-Street Parking and Loading of the Algonquin Municipal Code to Provide Additional Outdoor Space and Expanding Liquor Licenses to Assist Bars and Restaurants*, was duly passed and approved by the President and Board of Trustees of the Village of Algonquin.

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

IN WITNESS WHEREOF, I have affixed my name as Clerk and caused the seal of said Village to be affixed hereto this _____ day of _____, 2020.

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

(VILLAGE SEAL)

EXHIBIT A
AGREEMENT FOR OUTDOOR SEATING

**ASSUMPTION OF RISK, WAIVER, INDEMNIFICATION, AND
HOLD HARMLESS AGREEMENT**

For and in consideration of being permitted, pursuant to the rules and conditions of the Village, to gain access to and use property owned by the Village of Algonquin to use public ways (all collectively the "Property"):

1. I assume all risk associated with the use of such Property, including but not limited to the risk of property damage and/or personal injury, death, damages or loss which I or any of my employees, agents, customers or members of the public who seek to enter or have entered such Property may sustain as a result of my participation in the use of such Property.
2. I agree to waive and relinquish any and all claims I may have arising out of, connected with, or in any way associated with my use of the Property; and also fully release and discharge the Village, its officers, elected officials, agents, employees, and representatives from any and all claims for property damage and or personal injury, death, damages or loss which may occur in connection with my use of the Property.
3. I agree to fully and completely indemnify and hold harmless the Village, its officers, elected officials, agents, employees, and representatives against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorneys' fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon my use of the Property.
4. I agree to obtain commercially reasonable insurance acceptable to the Village for the use of the Property and agree to name the Village as an additional insured pursuant to the terms of the Permit.

I am authorized to sign this Agreement as or on behalf of the permit applicant. I have exercised my own judgement in deciding whether to sign this Agreement. My decision to sign this Agreement was not based on or influenced by any declarations or representations of any officer, elected official, agent, employee, or representative of the Village. I read, fully understand and agree to the above stated conditions of my use of the Property associated with or related to the permit.

Restaurant: _____
Address: _____
Authorized Signature: _____
Print Name: _____
Date: _____, 20____



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 Agreement with Trotter & Associates for Professional Engineering Services for the Phosphorus Discharge and Optimization Plan in the Amount of \$34,900.00, 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



March 19, 2020

Mr. Tom Hall
Village of Algonquin
110 Meyer Drive
Algonquin, Illinois 60102

Re: Village of Algonquin WWTF Phosphorus Discharge Optimization Plan
Engineering Services Proposal

Dear Mr. Hall:

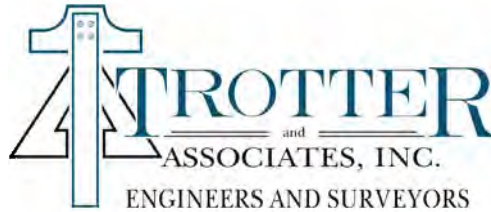
We sincerely appreciate this opportunity to continue offering our services to the Village of Algonquin. Enclosed for your review is the requested proposal for Engineering Services to complete the Phosphorus Discharge Optimization Plan. Please contact us if there are any questions or changes to the listed scope of services. If you would like to proceed with the contract, please sign and return one copy of the agreement.

Sincerely,

TROTTER & ASSOCIATES, INC.

Robert Scott Trotter, P.E., BCEE
President

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March 19, 2020

Mr. Tom Hall
Village of Algonquin
110 Meyer Drive
Algonquin, Illinois 60102

Re: Village of Algonquin WWTF Phosphorus Discharge Optimization Plan
Engineering Services Proposal

Dear Mr. Hall:

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Algonquin (CLIENT) for the Phosphorus Discharge Optimization Plan (hereinafter referred to as the "PROJECT").

Project Background

The Village's renewed NPDES permit was issued by the Illinois EPA on December 28, 2018. The Village is a member of the Fox River Study Group (FRSG). The FRSG has negotiated special conditions which are included in the renewed permit, specifically with respect to nutrient (phosphorus and nitrogen) removal requirements. The special conditions of the NPDES include a Phosphorus Discharge Optimization Plan (PDOP) and Phosphorus Removal Feasibility Study to be completed within 12 months of permit issuance (by 12/28/2019). Due to budgetary restrictions, the Village requested an extension to the due date of the PDOP which is reflected in a draft Permit, dated March 3, 2020. The modified due date of the PDOP is to be completed within 24 months of permit issuance (12/28/2020).

The Optimization Plan will identify low-cost measures which may be taken to reduce influent phosphorus or modifications to the process to reduce phosphorus in the discharge without construction of capital improvements. The Phosphorus Feasibility Study (completed in 2018) confirmed the basis of the design of the existing facility and evaluated modifications of the process to meet future effluent phosphorus limits.

Project Understanding

The FRSG-negotiated Special Condition #17 includes the completion of a Phosphorus Discharge Optimization Plan within 24 months of permit issuance (modified Permit). TAI has confirmed with the Illinois EPA that the PDOP is intended to identify significant sources through a practical review of the non-residential users. The PDOP is not intended to include a local limits evaluation with sampling for phosphorus.

Special Condition #17:

The Permittee shall develop and submit to the Agency a Phosphorus Discharge Optimization Plan within 24 months of the effective date of this permit. The plan shall include a schedule for the implementation of these optimization measures. Annual progress reports on the optimization of the existing treatment facilities shall be submitted to the Agency by March 31 of each year beginning 24 months from the effective date of the permit. In developing the plan, the Permittee shall evaluate a range of measures for reducing phosphorus discharges from the treatment plant, including possible source reduction measures, operational improvements, and minor facility modifications that will optimize reductions in phosphorus discharges from the wastewater treatment facility. The Permittee's evaluation shall include, but not be limited to, an evaluation of the following optimization measures:

- a) WWTF influent reduction measures.*

- i. *Evaluate the phosphorus reduction potential of users.*
- ii. *Determine which sources have the greatest opportunity for reducing phosphorus (i.e., industrial, commercial, institutional, municipal, and others).*
 1. *Determine whether known sources (e.g., restaurant and food preparation) can adopt phosphorus minimization and water conservation plans.*
 2. *Evaluate implementation of local limits on influent sources of excessive phosphorus.*
- b) *WWTF effluent reduction measures.*
 - iii. *Reduce phosphorus discharges by optimizing existing treatment processes.*
 1. *Adjust the solids retention time for either nitrification, denitrification, or biological phosphorus removal.*
 2. *Adjust aeration rates to reduce dissolved oxygen and promote simultaneous nitrification-denitrification.*
 3. *Add baffles to existing units to improve microorganism conditions by creating divided anaerobic, anoxic, and aerobic zones.*
 4. *Change aeration settings in plug flow basins by turning off air or mixers at the inlet side of the basin system.*
 5. *Minimize impact on recycle streams by improving aeration within holding tanks.*
 6. *Reconfigure flow through existing basins to enhance biological nutrient removal.*
 7. *Increase volatile fatty acids for biological phosphorus removal.*

Influent Reduction Strategies

In accordance with Special Condition #17, TAI will evaluate the industrial users and develop a strategy for influent load reduction including evaluating the merits of implementation of local limits. As part of the evaluation, TAI would review water usage data for all non-residential users consuming above 5,000 gpd. Likely sources for high phosphorus discharge may include:

- Medical Facilities
- Restaurants/Food Processing
- Car Washes/Industrial Laundries
- Categorical (Metal Finishing)

Based on the findings of this review, TAI will identify any non-residential user which may be a significant contributor (over 1%), and develop a sampling protocol to determine the actual phosphorus contributions of these users. After sampling is complete, TAI will provide recommendations for implementation of further reduction strategies.

Effluent Reduction Strategies (Plant Optimization)

In accordance with Special Condition #17, TAI will review the existing treatment facility and work with Village staff to evaluate and implement low-cost optimization strategies for the reduction of effluent phosphorus. The NPDES permit specifically requires evaluation of increasing SRT's, reducing dissolved oxygen with the biological process, implementation of anoxic zones, recycle stream load reduction, process modifications for BNR, and the potential for VFA production.

TAI will conduct a work session with plant staff to confirm current plant flows, loads, and operational strategies. Additionally, TAI and staff will discuss the operational flexibility available in the existing facility (i.e. dissolved oxygen control, diversion of recycle flows, potential for chemical addition, and return sludge hydraulic capacities).

Evaluation of alternative strategies will require a full understanding of the treatment facility's basis of design as well as the biological and hydraulic capacities of each unit process. Special Condition #15 requires development of a Phosphorus Feasibility Study, which is specific to the wastewater treatment facility and traditionally completed in parallel with the PDOP. Evaluation of the existing facility, and the basis of design has been completed as a component of the Feasibility Study and will be incorporated into the Optimization Plan.

From this evaluation, TAI will prepare an effluent reduction strategy (in report format) which addresses each of the identified reduction strategies within Special Condition #17, as well as provides recommendations for practical operational changes which will result in reduced effluent phosphorus. Within this evaluation, Trotter and Associates will detail the potential benefits and costs associated with implementing these strategies. TAI will also identify any potential limitations or drawbacks from implementing these modifications which may affect the Village's ability to meet its existing obligations under the NPDES permit requirements.

In accordance with Special Condition #17, Trotter and Associates will review these recommendations with Village staff and incorporate the Village's comments.

Once completed, TAI will submit the final report to the Illinois EPA and address all comments or feedback received from the EPA.

Project Schedule

2020 Phosphorus Optimization Plan

April 2020 – August 2020

RFI to Village for Data	March 2020
*First Draft Report Submission Date:	June 1, 2020
Sampling results to TAI	June 15, 2020
**Amended Report Submission Date:	July 1, 2020
Meeting to discuss sample results and recommendations	July 2020
Final Report Submission Date:	August 1, 2020

*Contingent upon receiving data within two weeks of RFI receipt.

**Schedule contingent upon Village providing comments within two weeks of draft submittal.

Scope of Services

Our services will consist of customary civil engineering and related engineering services incidental thereto, described as follows;

A. A Phosphorus Discharge Optimization Plan

- Influent Reduction Strategy
 - Review the Village's existing pre-treatment ordinance and industrial user permitting program to provide recommendations (if any).
 - Conduct a work session with Village staff to identify contributing phosphorus loads:
 - Acquire flow data for all commercial users over 5,000 gpd
 - Identification of all Categorical and Significant Industrial Users
 - The combined list is estimated to range between 1-10 users
 - Evaluation of potential significant sources identified above
 - Estimate the potential of each source to contribute more than 1% phosphorus load to the WWTF based on the type of business (estimated 0-3 sources).
 - Work with Village staff to sample the potential significant sources (estimated 0-3 sources).
 - Estimate the load contributed by each of the identified significant phosphorus sources.

-
- Evaluate the cost-effectiveness of implementing permitting and sampling for the significant contributors.
 - Develop recommendations for implementation of a phosphorus public education/awareness program to be modeled after national (Water Environment Federation) public education programs.
 - Summarize all recommended influent source reduction strategies.
 - Effluent Reduction Strategy (Plant Optimization)
 - Hold a project kick-off meeting with Village staff to confirm objectives, request laboratory data, validate flow diagrams and estimated flows/loads.
 - Acquire 36-months operational and DMR laboratory testing
 - Obtain copy of previous facility plan, including basis of design
 - Confirm operational procedures
 - Request additional testing necessary to confirm recycle loads
 - Work with Village's laboratory to benchmark performance of existing unit processes.
 - Perform on-site analysis with Village staff of the existing treatment facilities to identify capabilities for enhancement as well as internal recycle sources which could be optimized to reduce effluent phosphorus.
 - Review of Village's operational data with respect to process and recycle flows.
 - Evaluate alternatives for optimizing biological process phosphorus removal under existing conditions and loads.
 - Determine current biological process SRT and evaluate the potential for increasing phosphorus removal through operating at a lower sludge age and maintaining full nitrification (*confirm with BioWin model*).
 - Evaluation of reducing dissolved oxygen and operating the facility as a simultaneous nitrification/denitrification process, which will increase phosphorus uptake.
 - Evaluate implementation of anoxic zones utilizing an A/O process in existing tankage at current flows, and determine the plant's ability to maintain full nitrification with lower aerobic detention times. Estimate the cost for implementing the process optimizations under current operating conditions (*confirm with BioWin model*).
 - Evaluate implementation of anaerobic/anoxic zones by modifying the existing process utilizing baffle walls to create an A²O process in existing tankage. Estimate the cost for implementing the process optimizations under current operating conditions (*confirm with BioWin model*).
 - Evaluate the cost-effectiveness of incorporating iron salts into the dewatering process and lowering polymer consumption to reduce phosphorus recycle loading.
 - Evaluate the potential for converting one or more of the primary clarifiers to an activated primary for the purposes of fermenting raw sludge and production of VFA's.
 - Summarize all recommended effluent reduction (plant optimization) strategies.
 - Prepare Summary Report
 - TAI will prepare a written report to condense the information into a summary highlighting the selected alternatives, costs and schedule in accordance with the Fox River Study Group Special Condition #17. TAI will submit the final report to the Illinois EPA for review and approval.

DELIVERABLE

Ten (10) copies of the 2020 Time sheet

Phosphorus Optimization Plan will be provided to the Village, and submitted to the Illinois EPA as required. The Plan will generally follow the sample table of contents provided below:

- 1.0 Overview and Summary
 - 1.1 Introduction and Background
 - 1.2 Review of NPDES Permit Requirements
 - 1.3 Community Overview
 - 1.4 Treatment Process Overview
 - 1.4.1 Collection System
 - 1.4.2 Wastewater Treatment Process
- 2.0 Phosphorus Discharge Optimization Plan
 - 2.1 Influent Reduction Strategies
 - 2.1.1 Evaluation of Potential Phosphorus Reduction of Individual Users
 - 2.1.1.1 Users over 5,000 gpd
 - 2.1.1.2 Categorical and SIU Potential Contributors
 - 2.1.2 Evaluation of the Cost-Effectiveness of Implementing Local Limits on Influent Sources of Excessive Phosphorus
 - 2.1.3 Recommendations for Implementing Permitting and Sampling for Significant Contributors
 - 2.1.4 Summary of Influent Reduction Strategies
 - 2.2 Effluent Reduction Strategies (Plant Optimization)
 - 2.2.1 Overview of Information on Existing System's Data and Design
 - 2.2.2 Summary of On-Site Analysis
 - 2.2.2.1 Unit Process Phosphorus Removal Capabilities
 - 2.2.2.2 Process Modeling and Simulation of Existing System
 - 2.2.3 Evaluation of Reducing Phosphorus Discharge by Optimization of Existing Treatment Process
 - 2.2.3.1 Evaluation of SRT on Phosphorus Removal
 - 2.2.3.2 Evaluation of Reduction of Dissolved Oxygen on Phosphorus Removal
 - 2.2.3.3 Evaluation of Implementation of Anoxic Zones on Phosphorus Removal
 - 2.2.3.4 Evaluation of Implementation of Anaerobic/Anoxic Zones on Phosphorus Removal
 - 2.2.3.5 Evaluation of Incorporation of Iron Salts into Dewater Process
 - 2.2.3.6 Evaluation of Conversion of Primary Clarifier to Activated Primary Clarifier for VFA Production
 - 2.2.5 Summary of Effluent Reduction (Plant Optimization) Strategies
- 3.0 Implementation Schedule

Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.

Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B.

The total compensation for services is estimated to be \$34,900 based on the following assumed distribution of compensation:

<u>Study and Report Phase</u>	<u>\$26,400</u>
Base Engineering Fees	\$26,400
Reimbursable Expenses	\$1,000
Pre-Authorized Amount for Addendum	\$5,000
<u>Pre-Authorized Amount for Sampling</u>	<u>\$2,500</u>
Total Authorized for Study and Report	\$34,900

Reimbursable Expenses. ENGINEER has incorporated \$1,000 for Reimbursable Expenses, including printing, plotting and shipping required for the completion of the work. Actual expenses will be compensated for based on actual cost as a pass-through without mark-up.

Pre-Authorized Amount for Addendum. ENGINEER has incorporated a portion of this proposal that will only be billable if approved in writing at the discretion of the CLIENT.

Sampling. ENGINEER to provide sampling and lab testing of up to four samples.

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language. The following is draft language to consider:

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then CLIENT agrees and acknowledges that it shall reimburse and make whole Trotter & Associates for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. CLIENT also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Trotter & Associates' employees. CLIENT understands and acknowledges that it shall notify Trotter & Associates of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Trotter & Associates. CLIENT also agrees to indemnify and hold Trotter & Associates harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Trotter & Associates, including but not limited to prompt reimbursement to Trotter & Associates of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.

Contents of Agreement

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:

Village of Algonquin

By: _____

Title: _____

Effective Date: _____

Address for giving notices:

2200 Harnish Drive
Algonquin, IL 60102

Designated Representative

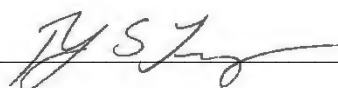
Title:

Phone Number:

E-Mail Address:

ENGINEER:

Trotter and Associates, Inc.



By: Robert Scott Trotter, PE, BCEE

Title: President

Date Signed: March 11, 2020

Address for giving notices:

40W201 Wasco Road, Suite D
St. Charles, IL 60175

Designated Representative: Jillian Kiss, PE

Title: Project Engineer

Phone Number: (630) 587-0470

E-Mail Address: j.kiss@trotter-inc.com

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

CLIENT Initial _____

TAI Initial _____



EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.

- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.

- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
 - 1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 - 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other

things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
 - 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
 - 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting

practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.

- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the

Contract Documents given by CLIENT without consultation and advice of ENGINEER.

- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days,

after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000
 - 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
 - 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000
 - b. General Aggregate: \$5,000,000
 - 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
 - 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to

such liability and other insurance purchased and maintained by Contractor for the Project

- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. *For cause,*
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By ENGINEER:
 - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
 - 3) ENGINEER shall have no liability to CLIENT on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. *For convenience,*
 - a. By CLIENT effective upon the receipt of notice by ENGINEER.
- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this

Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

- A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or

remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER’s activities under this Agreement.
- F. If ENGINEER’s services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER’s terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT’s officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants in the performance and furnishing of ENGINEER’s services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT’s officers, directors, partners, employees, and CLIENT’s consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER’s total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER’s negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER’s Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage

is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, “Supplemental Conditions,” if any.

6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

6.16 Definitions

- A. Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)

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CLIENT Initial _____

TAI Initial _____



EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES

2020 Schedule of Hourly Rates

2020 Reimbursable Expenses

Classification	Billing Rate	Item	Unit	Unit Price
Engineering Intern	\$55.00	Engineering Copies	Sq. Ft.	\$0.29
Engineer Level I	\$110.00	1- 249 Sq. Ft.		
Engineer Level II	\$122.00	Engineering Copies	Sq. Ft.	\$0.27
Engineer Level III	\$134.00	250-999 Sq. Ft.		
Engineer Level IV	\$149.00	Engineering Copies	Sq. Ft.	\$0.25
Engineer Level V	\$168.00	1000-3999 Sq. Ft.		
Engineer Level VI	\$195.00	Engineering Copies	Sq. Ft.	\$0.23
Engineer VII	\$205.00	3999 Sq. Ft. & Up		
Engineer VIII	\$233.00	Mylar Engineering Copies	Each	\$8.00
Principal Engineer	\$238.00	up to 24" by 36"		
Technician Level I	\$98.00	Color Presentation Grade	Sq. Ft.	\$5.15
Technician Level II	\$116.00	Large Format Print		
Technician Level III	\$135.00	Comb Binding > 120 Sheets	Each	\$4.75
Technician Level IV	\$147.00	Comb Binding < 120 Sheets	Each	\$3.50
Senior Technician	\$162.00	Binding Strips (Engineering Plans)	Each	\$1.00
GIS Specialist I	\$98.00	5 Mil Laminating	Each	\$1.25
GIS Specialist II	\$111.00	Copy 11" x 17"	Each	\$0.50
GIS Specialist III	\$151.00	- Color		
Clerical Level I	\$64.00	Copy 11" x 17"	Each	\$0.25
Clerical Level II	\$76.00	- Black and White		
Clerical Level III	\$88.00	Copy 8.5" x 11"	Each	\$0.25
Survey Technician Level I	\$66.00	- Color		
Survey Technician Level II	\$79.00	Copy 8.5" x 11"	Each	\$0.12
Survey Crew Chief	\$161.00	- Black and White		
Professional Land Surveyor	\$194.00	Recorded Documents	Each	\$25.00
Department Director	\$192.00	Plat Research	Time and Material	
Prevailing Wage Survey Foreman**	\$185.00	Per Diem	Each Day	\$30.00
Prevailing Wage Survey Worker**	\$181.00	Field / Survey Truck	Each Day	\$45.00
Sub Consultants	Cost Plus 5%	Postage and Freight		Cost

***Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

Note: On January 1st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

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CLIENT Initial _____

TAI Initial _____



EXHIBIT C
SUPPLEMENTAL CONDITIONS

NONE AT THIS TIME

CLIENT Initial _____

TAI Initial _____



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CLIENT Initial _____

TAI Initial _____



**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: _____

Project No. _____

Addendum No. _____

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ _____

Changes Prior to This Change \$ _____

Amount of This Change \$ _____

Revised Contract Amount: \$ _____

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

VILLAGE OF ALGONQUIN

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE

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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 Intergovernmental Agreement between the Village of Algonquin and The McHenry County Conservation District allowing Transfer of Title of Subject Property as Described in Ordinance 2020-O-___ , 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

INTERGOVERNMENTAL AGREEMENT
by and between
THE VILLAGE OF ALGONQUIN
and
THE McHENRY COUNTY CONSERVATION DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 2020, by and between the VILLAGE OF ALGONQUIN, an Illinois municipal corporation (the "Village") and the McHENRY COUNTY CONSERVATION DISTRICT, a conservation district organized under the Conservation District Act, 70 ILCS 410/1 *et seq.* (the "District").

WHEREAS, the District is the legal owner of a parcel of real state commonly known as the former "Algonquin Industries" parcel that the Village wishes to acquire as legally described as follows:

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK

4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PINs: 19-28-451-017, 19-28-451-018 and 19-28-476-009

WHEREAS, the District is the legal owner of a parcel as legally described in **Exhibit A** for which the Village wishes to acquire a license to enable the Village and the public to access the Prairie Trail; and

WHEREAS, the District and the Village are authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et al.*, to enter into intergovernmental agreements, ventures, and undertakings to perform jointly any governmental purpose or undertaking either of them could do singularly as well as the Local Government Property Transfer Act, 50 ILCS 605/1 *et seq.*, to effectuate the transfer of title to the Subject Property and the license to the Village.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the parties agree as follows:

1. **Transfer of Title to Subject Property and License to Village from District.** Upon adoption of this Agreement as well as the *Ordinance Authorizing the Village of Algonquin to Accept a Conveyance of Real Property and a License from the McHenry County Conservation District*, in the form attached hereto as **Exhibit B**, the District agrees to adopt *A Resolution Authorizing the Conveyance of McHenry County Conservation District Property as well as a License Over Certain Property to the Village of Algonquin*, in the form attached hereto as **Exhibit C**, cause the *License Agreement for Prairie Trail Access* in the form attached hereto as **Exhibit D** to be executed and delivered to the Village which shall be executed by the Village. The Village shall provide a fully executed copy of the *License Agreement for Prairie Trail Access* to the District for its records.

In addition, the District shall cause the Special Warranty Deed in the form attached hereto as **Exhibit E** to be signed and notarized and to be delivered to the Village, which the Village shall cause to be recorded along with the Declaration of Restrictive Covenants in the form attached hereto as **Exhibit F**. The Village shall provide the District with recorded copies of the Special Warranty Deed and the Declaration of Restrictive Covenants.

2. **Governing Law.** The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles, the parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

3. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be

contrary to law, or contrary to any rule or regulation having force and effect of law, such decision shall not affect the remaining portions of this Agreement.

4. **Notices.** All notices permitted or required under this Agreement shall be transmitted only by personal delivery or by first class, certified or registered United States Mail to the following persons at the addresses stated:

If to the District: **MCHENRY COUNTY CONSERVATION DISTRICT**
18410 U.S. Highway 14
Woodstock, Illinois 60098
Attn: Executive Director
Fax: (815) 334-2877

And a copy to: Andrew S. Paine
Tressler LLP
233 S. Wacker Drive, 61st Floor
Chicago, IL 60606
apaine@tresslerllp.com

If to the Village: **VILLAGE OF ALGONQUIN**
2200 Harnish Drive
Algonquin, Illinois 60102
Attn: Village Manager
Fax No.: (847) 658-4564

And a copy to: Kelly A. Cahill
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014
(815) 459-2050
kcahill@zrfmlaw.com

5. **Entire Agreement.**

A. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

B. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

6. **Counterparts, Facsimile or .PDF Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and all said counterparts together shall be deemed to be a single instrument. Copies of any signature hereto shall, upon its transmission of either party hereto, be fully binding and enforceable as an original for the purposes hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hand as written below:

MCHENRY COUNTY CONSERVATION

VILLAGE OF ALGONQUIN DISTRICT

By: _____
Vern Scacci, President
Board of Trustees

By: _____
Tim Schloneger, Village Manager

Attest: _____
Carolyn Campbell, Secretary
Board of Trustees

Attest: _____
Gerald Kautz, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Vern Scacci and Carolyn Campbell, the President and Secretary, respectively, of the McHenry County Conservation District, a conservation district organized and existing under the laws of the State of Illinois, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the District, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2020.

(SEAL)

NOTARY PUBLIC

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tim Schloneger and Gerald Kautz, the Village Manager and Clerk, respectively, of the Village of Algonquin, Illinois, a municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village Manager and Clerk appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2020.

NOTARY PUBLIC

(SEAL)

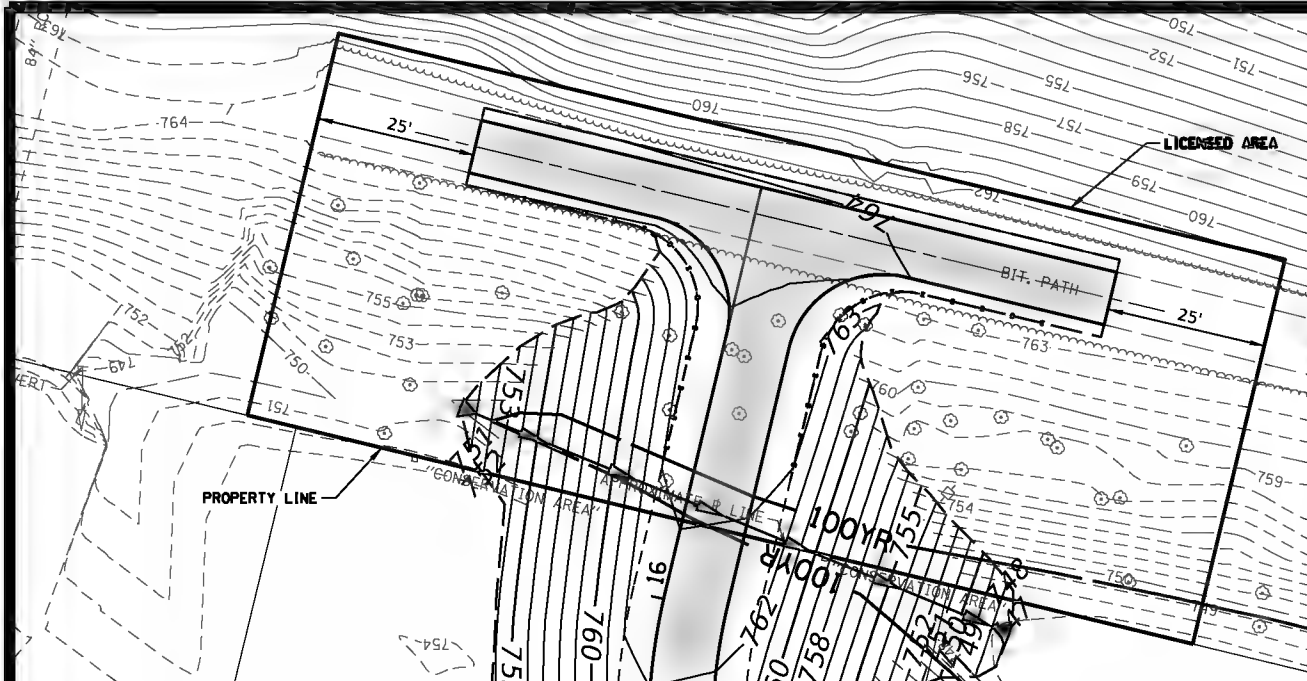
EXHIBIT A TO INTERGOVERNMENTAL AGREEMENT

(Legal Description of the Licensed Real Estate)

THAT PART OF THE 100.00 FOOT STRIP OF LAND OF THE FORMER AND ABANDON CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCHENRY COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF ALGONQUIN INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 28, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1966 AS DOCUMENT NO. 465704;

THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION (ALSO BEING THE WESTERLY LINE OF SAID FORMER AND ABANDON CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY) HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 28 DEGREES 40 MINUTES 52 SECONDS WEST A DISTANCE OF 300.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 28 DEGREES 40 MINUTES 52 SECONDS WEST, 152.00 FEET; THENCE NORTH 61 DEGREES 19 MINUTES 08 SECONDS EAST, 60.00 FEET; THENCE SOUTH 28 DEGREES 40 MINUTES 52 SECONDS EAST, 152.00 FEET; THENCE SOUTH 61 DEGREES 19 MINUTES 08 SECONDS WEST, 60.00 FEET TO THE POINT OF BEGINNING.



AREA MAGNIFIED 2X



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SCALE IN FEET



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT:



THE VILLAGE OF
ALGONQUIN
ILLINOIS

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TITLE:

**MAKER'S PARK PROPOSED
SHARED-USE TRAIL
PROPOSED PATH LOCATION**

PROJ. NO. 70273.00128

DATE: 5/6/20

SHEET OF

DRAWING NO.

EXH

EXHIBIT B TO INTERGOVERNMENTAL AGREEMENT

ORDINANCE NO. 2020-O-_____

An Ordinance Authorizing the Village of Algonquin to Accept a Conveyance of Real Property and a License Over Certain Other Property From the McHenry County Conservation District

WHEREAS, the McHenry County Conservation District, a conservation district organized under the Conservation District Act (70 ILCS 410/1 *et seq.*) in the State of Illinois (the “District”), is the owner of a parcel of real estate within the Village of Algonquin, an Illinois municipal corporation (“Village”), formerly known as the “Algonquin Industries Parcel” which is legally described as follows (the “Subject Property”):

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST

CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PINs: 19-28-451-017, 19-28-451-018 and 19-28-476-009

WHEREAS, the Village hereby declares that it is necessary or convenient for it to use, occupy or improve the Subject Property held by the District in the making of certain public improvements for a public park and to use same as a public park; and

WHEREAS, the District is willing to grant the Village a license in, over and upon other property owned by the District to enable the Village and the public to have access to the Prairie Trail on the terms and conditions set forth in that certain License Agreement for Prairie Trail Access by and between the District and the Village attached hereto as Exhibit A; and.

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, ("Act") as amended, authorizes units of government to transfer property from one unit of government to another unit of government; and

WHEREAS, the corporate authorities of the Village desire the corporate authorities of the District to transfer the Subject Property and the License to the Village in exchange for a payment of \$10.00, and other good and valuable consideration in hand paid, and pursuant to the authority conferred by the Act as well as the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et al.*; and

WHEREAS, the District desires to have the transfer of Subject Property effectuated by special warranty deed, subject to the Declaration of Restrictive Covenants respectively attached hereto as Exhibits B and C.

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 foregoing premises are hereby incorporated herein as findings and the declaration of the President and Board of Trustees of the Village of Algonquin.

SECTION 2: The Village Manager is authorized to issue payment in the amount of \$10.00, and other good and valuable consideration in hand paid, for the Subject Property and to accept and duly record in the Office of the McHenry County Recorder of Deeds a special warranty deed executed by the President of the Board of Trustees of the McHenry County Conservation District, conveying the Subject Property, the form of said deed being attached hereto and being made a part hereof by this reference as Exhibit B as well as to accept and duly record the Declaration of Restrictive Covenants attached hereto as Exhibit C.

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

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

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

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

Village President John C. Schmitt

(SEAL)

ATTEST: _____
Village Clerk Gerald S. Kautz

Passed: _____

Approved: _____

Published: _____

Exhibit List:

Exhibit A: License Agreement for Prairie Trail Access between the District and the Village

Exhibit B: Special Warranty Deed from MCCD to Village for former “Algonquin Industries Parcel”

Exhibit C: Declaration of Restrictive Covenants

Exhibit A to Ordinance No. 2020-O-

**LICENSE AGREEMENT FOR PRAIRIE TRAIL ACCESS
BY AND BETWEEN
THE MCHENRY COUNTY CONSERVATION DISTRICT, LICENSOR,
AND
THE VILLAGE OF ALGONQUIN, ILLINOIS, LICENSEE**

LICENSE AGREEMENT made and entered into this ____ day of _____, 2020, by and between the **McHENRY COUNTY CONSERVATION DISTRICT**, a conservation district organized and existing under the State of Illinois (hereinafter referred to as the “Licensor”), and the **VILLAGE OF ALGONQUIN**, an Illinois municipal corporation (hereinafter referred to as the “Licensee”).

WITNESSETH:

WHEREAS, Licensor and Licensee are both public entities; and

WHEREAS, Licensee wishes to cross over and upon certain Real Estate owned by Licensor and Licensor is amenable to permitting Licensee to utilize Licensor’s Real Estate for the purposes contemplated herein by virtue of a license to be granted by Licensor; and

WHEREAS, Licensor is prepared to grant to Licensee a right to construct, repair, replace, remove, operate, and maintain a multi-use path (hereinafter referred to as the “Path”) on a portion of Licensor’s real estate that is legally described in **Exhibit A**, attached hereto (hereinafter referred to as the “Licensed Real Estate”), and for no other or additional purposes; and

NOW, THEREFORE, for and in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. RECITALS: The recitals are hereby incorporated by this reference.
2. GRANT OF LICENSE: Licensor hereby grants to Licensee a FIFTY (50) year license, authority, permission, right, and privilege to construct a path and to, repair, replace, remove, operate, and maintain said Path upon the surface of the Licensed Real Estate with an

option for Licensee to renew such license for another consecutive 50-year period on the same terms and conditions herein. Except as specifically otherwise agreed in writing by Licensor, or as required by the subsequent provisions hereof, said grant shall not extend to the construction, repairing, replacing, removing, operation, or maintenance of any above-ground structures, components, or facilities other than the Path and necessary signs for public safety.

3. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED:

(a) Licensor's grant of rights to Licensee is subject and subordinate to the prior and continuing right of Licensor to use and maintain its real estate and personal property, including the right and power of Licensor to construct and maintain trails for use by the public, and for any other lawful purpose or purposes, all of which may be freely done at any time by Licensor without notice to Licensee.

(b) Said grant is also subject to all outstanding prior or superior rights and the rights of Licensor and is made without covenant of title or of quiet enjoyment.

4. MAINTENANCE: Licensee shall have the right to go on certain contiguous real estate from time to time to perform routine maintenance and inspections of the Path to be constructed by it pursuant hereto. Licensee's Access to the Licensed Real Estate shall be on foot or by vehicle. Prior to undertaking any reconstruction or major maintenance of the Path, Licensee shall give notice to the Licensor of its intent to go upon the Licensed Real Estate and shall coordinate said activities with Licensor's personnel. In the event of an emergency, Licensee shall provide notice thereof to the Licensor within twenty-four (24) hours of the occurrence of the event creating the subject emergency.

5. CONSTRUCTION, REPAIR, REPLACEMENT, REMOVAL, MAINTENANCE, AND OPERATION:

(a) All work performed on the Licensed Real Estate by Licensee in connection with the construction, repair, replacement, removal, maintenance, or operation of the Path shall be done in accordance with the customary and normal standards in the industry.

(b) Prior to the commencement of any work in connection with the construction, repair, replacement, removal, maintenance, or operation of the Path where it passes on the Licensed Real Estate, Licensee shall submit to Licensors plans setting out the materials and specifications, method and manner of handling the work, including the shoring and cribbing, if any, required to protect Licensors operations, and shall not proceed with the work until such plans have been approved by Licensors, provided that such approval shall not be unreasonably withheld or delayed.

6. NOTICE OF COMMENCEMENT OF WORK: If an emergency should arise requiring immediate attention and entry upon the Licensed Real Estate, Licensee shall provide as much notice as practicable to Licensors before commencing any work. In all other situations, Licensee shall notify Licensors at least ten (10) days (or such other time as Licensors may allow) in advance of the commencement of any work upon the Licensed Real Estate in connection with the construction, replacement, removal, maintenance, or operation of the Path. All such work shall be prosecuted diligently to completion. Licensee shall notify Licensors of the completion of any work undertaken on the Path.

7. REINFORCEMENT OR REMOVAL OF PATH:

(a) The license herein granted is subject to the needs and requirements of Licensors in the operation, improvement, and use of its real estate as a conservation area.

(b) All the terms, conditions, and stipulations herein expressed with reference to the Path on the Licensed Real Estate shall, so far as the Path remains on the Licensed Real Estate, apply to the Path as modified, repaired, replaced, or removed within the contemplation of this Paragraph.

8. NO INTERFERENCE WITH LICENSOR'S OPERATION: The Path and all parts thereof within and outside the limits of the Licensed Real Estate shall be constructed and at all times maintained, repaired, replaced, removed, and operated in such manner as to cause no undue delay or unreasonable interference with the constant, continuous, and uninterrupted use of the land and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

9. RELOCATION OF PATH: Licensee acknowledges that Licensor may at any time construct, maintain, repair, replace, remove, use, operate, change, modify, and relocate any trail or trails or other improvements situated on the surface of the Licensed Real Estate at Licensor's costs so long as they do not interfere with the license hereby granted to Licensee. Licensee shall, at its sole cost and expense, take all necessary steps to protect the Path from and against the effects of such actions by Licensor.

10. CLAIMS AND LIENS FOR LABOR, MATERIAL, AND TAXES:

(a) Licensee shall fully pay for all materials affixed to and labor performed upon the Licensed Real Estate in connection with the construction, repair, replacement, removal, maintenance, modification, or reconstruction of the Path and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Licensed Real Estate for any work done or materials furnished thereon at the instance or request on behalf of Licensee. Licensee shall indemnify and hold harmless Licensor against and from any and all liens, claims, demands, costs, and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

(b) Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of the Path, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges and assessments levied upon

or in respect to the Path on the Licensed Real Estate shall not be increased because of the location, construction, or maintenance of the Path or any improvement, appliance, or fixture connected therewith placed upon the Licensed Real Estate, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensors, then Licensee shall pay to Licensors an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensors as compared with the entire value of such property, as shall be reasonably determined by Licensors.

11. PERMITS OR CONSTRUCTION OF THE PATH: Licensee shall, prior to the commencement of any work on the Licensed Real Estate, obtain any and all permits required from any and all competent authorities and shall provide proof of said permit or permits to Licensors. Licensee agrees to indemnify and hold Licensors harmless from any penalties, whether civil or penal in nature, which may be assessed against Licensors as a result of a failure by Licensee to obtain any and all necessary permits for the activities contemplated in this License Agreement.

12. RESTORATION OF LICENSOR'S PROPERTY: In the event Licensors authorizes Licensee to move or take down any fence or structure or equipment of Licensors or in any manner to move or disturb any of the other land or facilities of Licensors in connection with the construction, repair, replacement, removal, maintenance, modification, or reconstruction of the Path, Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence, structure, equipment, and other property to the same condition as the same were in prior to such work.

13. INDEMNITY:

(a) As used in this Paragraph, "Licensors" includes Licensors's trustees, officers, directors, agents, volunteers, invitees, and employees. The term "Loss," includes all losses, damages, claims, demands, actions, causes of action, penalties, costs, and expenses of any nature

whatsoever, including attorneys' fees and court costs, which may result from: (1) injury to or death of any persons whomsoever (including the trustees, officers, directors, agents, volunteers, invitees, and employees of Licensor and Licensee), and/or (2) damage to or loss or destruction of any property whatsoever (including Licensee's property, damage to any trail, equipment, or other property of Licensor, or property in Licensor's care or custody), except to the extent that any such Loss is caused by the gross negligence or willful acts of Licensor, or its contractors and/or agents.

(b) Licensee agrees to indemnify and hold harmless Licensor from any Loss which to any extent is due to or arises from:

(1) The prosecution of any work contemplated by this License Agreement, including the installation, construction, repair, replacement, removal, maintenance, or reconstruction, of the Path by Licensee or any part thereof;
or

(2) The presence, operation, or use of the Path or contents escaping therefrom.

14. WAIVER OF BREACH: The waiver of Licensor or Licensee's breach of any condition, covenant, or agreement contained herein shall in no way limit or restrict the right of Licensor to avail itself of any remedy for any prior or subsequent breach hereof.

15. INSURANCE:

(a) Licensee, at its sole cost and expense, shall provide a policy or policies of insurance for public liability, having a minimum limit of liability for personal injury and property damage of TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS per occurrence, for all claims of any nature arising from Licensee's exercise of its rights hereunder. Licensor shall be designated therein as an Additional Insured. Throughout the term of the license hereby granted, Licensee shall provide Licensor with current certificates of insurance or other satisfactory evidence that premiums have been paid for said policy or policies issued by a solvent and reputable resident or

surplus insurance company acceptable to Licensor and authorized to issue such policies on risks arising in the state of Illinois. Failure of the Licensor to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Licensor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

(b) In addition to Licensee's insurance obligations set forth above, and at no cost to the Licensor, Licensee shall require any contractor(s) or subcontractor(s) performing any of the work contemplated by this License Agreement to obtain and keep in full force and effect for so long as any claim relating to the work may be asserted, comprehensive general liability and property damage insurance written to include the coverages and for not less than the minimum limits, or greater if required by law, as provided in **Exhibit B** attached hereto and incorporated herein by reference, and to otherwise comply with all other requirements set forth therein. Licensee shall similarly require any contractor(s) or subcontractor(s) performing any of the work contemplated by this License Agreement to defend, indemnify and hold harmless Licensor in accordance with and as more fully set forth in Subsection E of Exhibit B attached hereto.

16. LICENSEE'S DUTY OF CARE: Throughout the term of the license hereby granted, Licensee shall exercise the utmost care and caution for the protection of the property of Licensor and for the safety of any and all persons present upon Licensor's land and utilize its property.

17. HAZARDOUS MATERIALS: No explosives or flammable or hazard materials of any kind shall be transported across, brought upon, or stored or deposited on, the Licensed Real Estate (except as needed for vehicles or equipment needed to perform the work contemplated by this License Agreement, provided that Licensee and its contractors shall be liable for any damage to or contamination of the Licensed Real Estate resulting from such activity or use). As used in

this License Agreement, “Hazardous Materials” means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as "hazardous substances" pursuant to Section 1251 et. seq. (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. (42 U.S.C. Section 6903), or (vi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq. (42 U.S.C. Section 9601) or any other applicable environmental law.

18. TERMINATION: If Licensee does not use the rights herein granted or the Path for thirty-six (36) months, or if Licensee fails to commence curing the default in the performance of any covenant or agreement herein contained within thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its option, immediately terminate this License Agreement and the license hereby granted by written notice. Notice of default and notice of termination of the license hereby granted may be served upon Licensee by mailing to the address of Licensee specified in Paragraph 20. Termination of this License Agreement and the license hereby granted for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

19. NOTICES: Any and all notices required or permitted hereunder shall be given in writing and shall be forwarded by facsimile or mailed by certified United States mail, return receipt requested or delivered by overnight courier to the parties hereto as follows:

If to the District: **MCHENRY COUNTY CONSERVATION DISTRICT**
18410 U.S. Highway 14
Woodstock, Illinois 60098
Attn: Executive Director
Fax: (815) 334-2877

And a copy to: Andrew S. Paine
Tressler LLP
233 S. Wacker Drive, 61st Floor
Chicago, IL 60606
apaine@tresslerllp.com

If to the Village: **VILLAGE OF ALGONQUIN**
2200 Harnish Drive
Algonquin, Illinois 60102
Attn: Village Manager
Fax No.: (847) 658-4564

And a copy to: Kelly A. Cahill
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014
(815) 459-2050
kcahill@zrfmlaw.com

Any notice forwarded by facsimile shall be effective upon confirmation of receipt, any notice forwarded by certified mail shall be effective upon its posting and any notice forwarded by courier shall be effective upon receipt.

20. APPLICABLE LAW: This License Agreement shall be construed in accordance with the laws of the State of Illinois.

21. PRIOR AGREEMENTS: This License Agreement shall supersede and all prior agreements on this subject matter, whether written or oral, between the parties hereto and may only be amended by written instrument executed by both Licensors and Licensees or their authorized agents.

22. GENDER: Whenever used herein, the masculine shall include the feminine, feminine shall include masculine, the singular shall include the plural, and the plural shall include the singular.

23. SUCCESSORS AND ASSIGNS: This License Agreement shall be binding upon the parties hereto and their respective successors and assigns provided, however, that neither party hereto shall assign any interest herein or hereunder without the prior written consent and approval of the other party first had and any such assignment, without said prior written consent, shall be null and void and absolutely of no force or effect.

24. COUNTERPARTS, FACSIMILE OR .PDF SIGNATURES: This License Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and all said counterparts together shall be deemed to be a single instrument. Copies of any signature hereto shall, upon its transmission of either party hereto, be fully binding and enforceable as an original for the purposes hereof.

IN WITNESS WHEREOF, Licenser and Licensee have caused this License Agreement to be executed on the day and year first above written at Woodstock, Illinois.

**MCHENRY COUNTY CONSERVATION
DISTRICT**

VILLAGE OF ALGONQUIN

By: _____
Vern Scacci, President
Board of Trustees

By: _____
Tim Schloneger, Village Manager

Attest: _____
Carolyn Campbell, Secretary
Board of Trustees

Attest: _____
Gerald Kautz, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Vern Scacci and Carolyn Campbell, the President and Secretary of the McHenry County Conservation District, a conservation district organized and existing under the laws of the State of Illinois, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the District, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2020.

NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tim Schloneger and Gerald Kautz, the Village Manager and Clerk of the Village of Algonquin, Illinois, a municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village Manager and Clerk appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2020.

NOTARY PUBLIC

(SEAL)

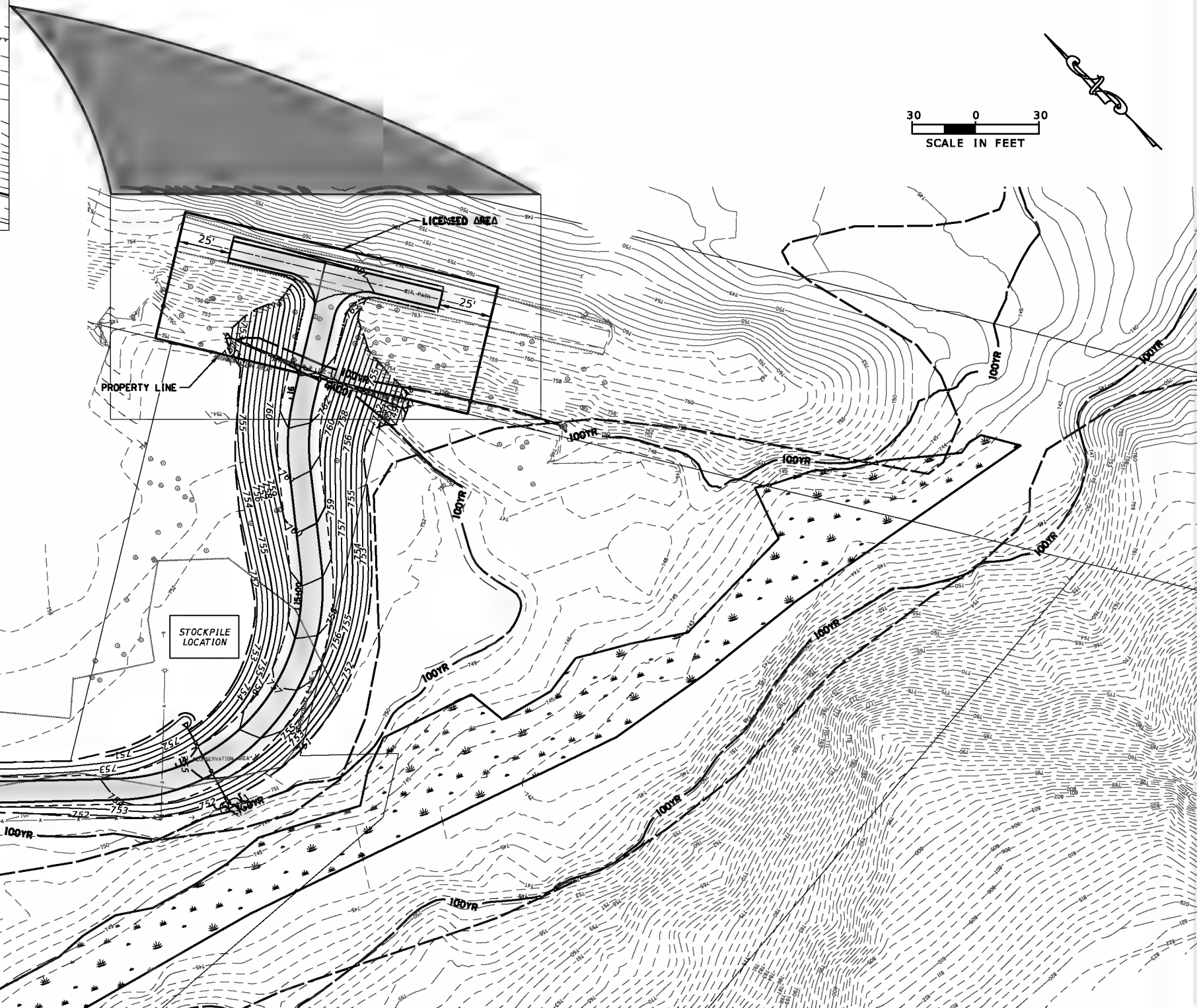
EXHIBIT A TO LICENSE AGREEMENT

LICENSED REAL ESTATE

THAT PART OF THE 100.00 FOOT STRIP OF LAND OF THE FORMER AND ABANDON CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCHENRY COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF ALGONQUIN INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 28, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1966 AS DOCUMENT NO. 465704;

THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION (ALSO BEING THE WESTERLY LINE OF SAID FORMER AND ABANDON CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY) HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 28 DEGREES 40 MINUTES 52 SECONDS WEST A DISTANCE OF 300.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 28 DEGREES 40 MINUTES 52 SECONDS WEST, 152.00 FEET; THENCE NORTH 61 DEGREES 19 MINUTES 08 SECONDS EAST, 60.00 FEET; THENCE SOUTH 28 DEGREES 40 MINUTES 52 SECONDS EAST, 152.00 FEET; THENCE SOUTH 61 DEGREES 19 MINUTES 08 SECONDS WEST, 60.00 FEET TO THE POINT OF BEGINNING.



30 0 30

SCALE IN FEET

EXHIBIT B TO LICENSE AGREEMENT
CONTRACTOR INSURANCE REQUIREMENTS

As used herein, “Company” shall mean any contractor(s) or subcontractor(s) working upon the Licensed Real Estate described in the License Agreement and “Owner” shall mean the McHenry County Conservation District.

Company shall obtain and maintain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Company shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any insurance or self-insurance maintained by the District shall be excess of Company’s insurance and shall not contribute with it.

B. Business Auto and Umbrella Liability Insurance

If applicable, Company shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, Company shall maintain workers compensation and employer’s liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Company waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Company's use of the premises.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to entering upon or performing any work on Owner's property, Company shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

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

Owner shall have the right, but not the obligation, of prohibiting Company from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Company shall provide certified copies of all insurance policies required above within 10 days of Owners' written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Company's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Company may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

E. Indemnification

Company shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this lease; (ii) any act, omission wrongful act or negligence of Company or any of Company's subtenants or licensees (if applicable), or the partners, directors, officers, agents, employees, invitees or contractors of Company or Company's subtenants or licensees; (iii) any accident, injury or damage whatsoever occurring in or at the premises regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Company shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Company's breach of any of its obligations under, or Company's default of, any provision of its contract with the Village of Algonquin.

Exhibit B to Ordinance No. 2020-O-

SPECIAL WARRANTY DEED

MAIL TO:

Michael J. Smoron
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014

SEND TAX BILLS TO:

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

THE GRANTOR, **McHENRY COUNTY CONSERVATION DISTRICT**, a conservation district organized and existing under the laws of the State of Illinois, County of McHenry, State of Illinois for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, CONVEYS and WARRANTS to GRANTEE, **VILLAGE OF ALGONQUIN, an Illinois municipal corporation**, of the Counties of McHenry and Kane, State of Illinois, all interest in the following described Real Estate situated in the County of McHenry, in the State of Illinois, to wit:

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 19-28-451-017; 19-28-451-018; and 19-28-476-009

Address of Real Estate: Vacant Property, Algonquin, Illinois

SUBJECT TO: DECLARATION OF RESTRICTIVE COVENANTS.

IN WITNESS WHEREOF, GRANTOR has caused this Special Warranty Deed to be executed and delivered at Woodstock, Illinois this _____ day of _____, 2020.

McHENRY COUNTY CONSERVATION DISTRICT

By: _____
Vern Scacci, its President

ATTEST:

Carolyn Campbell, its Secretary

STATE OF ILLINOIS, COUNTY OF McHENRY ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Vern Scacci, as President of the Board of Trustees of the McHENRY COUNTY CONSERVATION DISTRICT, and Carolyn Campbell, as Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2020.

_____(Notary Public)

Exhibit C to Ordinance No. 2020-O-

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (this “Declaration”) is entered into this _____ day of _____, 2020, by the Village of Algonquin, an Illinois municipal corporation (the “Village”).

WHEREAS, the Village has acquired title, and is the sole owner of record, of the property legally described as follows:

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST

ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PINs: 19-28-451-017, 19-28-451-018 and 19-28-476-009 (the “Subject Property”)

The Village hereby submits the Subject Property to the covenants and restrictions set forth in this Declaration. This Declaration, and the privileges, obligations, and provisions contained herein shall inure to the benefit of the McHenry County Conservation District, a conservation district organized and existing under the laws of the State of Illinois (the “District”), and its successors.

1. Use Restriction: The Subject Property shall be maintained in perpetuity as public open space and no structures or improvements shall be erected on the Subject Property except those consistent with public parks for outdoor recreational activities and/or enjoyment such as a bicycle or pedestrian trail or path; conservation of natural resources and wetlands management; a public facility that is open on all sides and functionally related to a designated open space or recreational use; or a public restroom.

In addition, pursuant to Section 19 of the Conservation District Act, a prohibition is hereby imposed on the development or operation of any new pollution control facility upon the Subject Property, as that term is defined in Section 3.330 of the Environmental Protection Act.

2. Term: This covenant is to run with the land and shall be binding on all parties and their successors and all persons claiming under them, and all public agencies, for a perpetual period from the date these covenants are recorded.

3. Enforcement: Enforcement shall be by proceedings at law or in equity by the District against any person violating or threatening to violate any covenant either to restrain violations or to recover damages. Enforcement may be undertaken by any grantor or grantee in the chain of title, any adjacent property owner adversely affected by any violation or threat to violate this covenant.

VILLAGE OF ALGONQUIN

By: _____
Tim Schloneger, its Manager

ATTEST:

Village Clerk Gerald S. Kautz

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tim Schloneger and Gerald Kautz, the Village Manager and Clerk of the Village of Algonquin, Illinois, a municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village Manager and Clerk appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2020.

(SEAL)

NOTARY PUBLIC

EXHIBIT C TO INTERGOVERNMENTAL AGREEMENT

Resolution #_____

A Resolution Authorizing the Conveyance of McHenry County Conservation District Property as well as a License Over Certain Other Property to the Village of Algonquin

WHEREAS, the McHenry County Conservation District, a conservation district organized under the Conservation District Act (70 ILCS 410/1 *et seq.*) in the State of Illinois (“District”) is the legal owner of parcel of real estate legally described in Exhibit A, attached hereto and incorporated herein (“Subject Property”), which is located in McHenry County, Illinois; and

WHEREAS, the Village wishes to acquire title to the Subject Property and wishes to use same as a public park and public open space; and

WHEREAS, the corporate authorities of the District desire to convey the Subject Property to the Village in exchange for compensation in the amount of \$10.00, and other good and valuable consideration in hand paid, pursuant to the authority conferred by the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* (“Act”), as amended; and

WHEREAS, the Village has previously passed and approved an ordinance declaring that it is necessary or convenient for it to use, occupy or improve the Subject Property held by the District as a public park and in the making of certain public improvements thereto, a copy of which is attached hereto as Exhibit B and is made a part hereof by this reference; and

WHEREAS, the corporate authorities of the District desire to convey and transfer to the Village all of the right, title and interest of the Subject Property to the Village subject to a Declaration of Restrictive Covenants.

In addition, the District is the owner of certain other property over which it is willing to convey a license to enable the Village to have access to the Prairie Trail in accordance with the terms and conditions of that certain License Agreement.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the McHenry County Conservation District, Illinois as follows:

1. The President and the Secretary of the District be, and are hereby authorized, to execute and attest a special warranty deed conveying the Subject Property to the Village, the form of said deed being attached hereto and being made a part hereof by this reference as Exhibit C.
2. The President and the Secretary of the District be and are hereby authorized to execute and attest the License Agreement for Prairie Trail Access by and between the District, as Licensor, and the Village, as Licensee, in the form attached hereto as Exhibit D.
3. This Resolution shall be in full force and effect from and after its passage, by a favorable vote of two-thirds of the corporate authorities then holding office and approval in the manner provided by law.

4. Upon the conveyance of the Subject Property the Village shall have the right to use, occupy or improve said Subject Property so conveyed in accordance with the Declaration of Restrictive Covenants attached hereto as Exhibit E and shall hold said Subject Property by the same right, title and interest by which the District held said Subject Property immediately prior to said conveyance.
5. This resolution shall be recorded in the Office of the McHenry County Recorder of Deeds.

Passed the _____ day of _____, 2020.

Ayes : _____

Nays : _____

Absent : _____

Abstain : _____

(SEAL)

APPROVED:

ATTEST:

President Vern Scacci

Secretary Carolyn Campbell

Prepared by:
Michael J. Smoron
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014
815/459-2050

CERTIFICATION

I, Carolyn Campbell, do hereby certify that I am the duly qualified Secretary of the McHenry County Construction District, and that as such Secretary, I am the keeper of the ordinances, records, corporate seal and proceedings of the Board of Trustees of said McHenry County Conservation District.

I do hereby further certify that at a regular meeting of the Board of Trustees, held on the _____ day of _____, 2020, the foregoing Resolution entitled ***A Resolution Authorizing the Conveyance of McHenry County Conservation District Property as well as a License Over Certain Other Property to the Village of Algonquin*** was duly passed and approved by the Board of Trustees.

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

IN WITNESS WHEREOF, I have affixed my name as Secretary and caused the seal of said District to be affixed hereto this _____ day of _____, 2020.

Carolyn Campbell, Secretary
McHenry County Conservation District
McHenry County, Illinois

(SEAL)

EXHIBIT A TO RESOLUTION #
(Legal Description of the Subject Property)

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PINs: 19-28-451-017, 19-28-451-018 and 19-28-476-009

EXHIBIT B TO RESOLUTION #

ORDINANCE NO. 2020-O-_____

***An Ordinance Authorizing the Village of Algonquin to
Accept a Conveyance of Real Property and a License Over Certain
Other Property From the McHenry County Conservation District***

WHEREAS, the McHenry County Conservation District, a conservation district organized under the Conservation District Act (70 ILCS 410/1 *et seq.*) in the State of Illinois (the “District”), is the owner of a parcel of real estate within the Village of Algonquin, an Illinois municipal corporation (“Village”), formerly known as the “Algonquin Industries Parcel” which is legally described as follows (the “Subject Property”):

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST

CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PINs: 19-28-451-017, 19-28-451-018 and 19-28-476-009

WHEREAS, the Village hereby declares that it is necessary or convenient for it to use, occupy or improve the Subject Property held by the District in the making of certain public improvements for a public park and to use same as a public park; and

WHEREAS, the District is willing to grant the Village a license in, over and upon other property owned by the District to enable the Village and the public to have access to the Prairie Trail on the terms and conditions set forth in that certain License Agreement for Prairie Trail Access by and between the District and the Village attached hereto as Exhibit A; and.

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, ("Act") as amended, authorizes units of government to transfer property from one unit of government to another unit of government; and

WHEREAS, the corporate authorities of the Village desire the corporate authorities of the District to transfer the Subject Property and the License to the Village in exchange for a payment of \$10.00, and other good and valuable consideration in hand paid, and pursuant to the authority conferred by the Act as well as the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et al.*; and

WHEREAS, the District desires to have the transfer of Subject Property effectuated by special warranty deed, subject to the Declaration of Restrictive Covenants respectively attached hereto as Exhibits B and C.

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 foregoing premises are hereby incorporated herein as findings and the declaration of the President and Board of Trustees of the Village of Algonquin.

SECTION 2: The Village Manager is authorized to issue payment in the amount of \$10.00, and other good and valuable consideration in hand paid, for the Subject Property and to accept and duly record in the Office of the McHenry County Recorder of Deeds a special warranty deed executed by the President of the Board of Trustees of the McHenry County Conservation District, conveying the Subject Property, the form of said deed being attached hereto and being made a part hereof by this reference as Exhibit B as well as to accept and duly record the Declaration of Restrictive Covenants attached hereto as Exhibit C.

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

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

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

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

Village President John C. Schmitt

(SEAL)

ATTEST: _____
Village Clerk Gerald S. Kautz

Passed: _____

Approved: _____

Published: _____

Exhibit List:

Exhibit A: License Agreement for Prairie Trail Access between the District and the Village

Exhibit B: Special Warranty Deed from MCCD to Village for former “Algonquin Industries Parcel”

Exhibit C: Declaration of Restrictive Covenants

EXHIBIT A TO ORDINANCE NO. 2020-O-
LICENSE AGREEMENT FOR PRAIRIE TRAIL ACCESS
BY AND BETWEEN
THE MCHENRY COUNTY CONSERVATION DISTRICT, LICENSOR,
AND
THE VILLAGE OF ALGONQUIN, ILLINOIS, LICENSEE

LICENSE AGREEMENT made and entered into this ____ day of _____, 2020, by and between the **McHENRY COUNTY CONSERVATION DISTRICT**, a conservation district organized and existing under the State of Illinois (hereinafter referred to as the “Licensor”), and the **VILLAGE OF ALGONQUIN**, an Illinois municipal corporation (hereinafter referred to as the “Licensee”).

W I T N E S S E T H:

WHEREAS, Licensor and Licensee are both public entities; and

WHEREAS, Licensee wishes to cross over and upon certain Real Estate owned by Licensor and Licensor is amenable to permitting Licensee to utilize Licensor’s Real Estate for the purposes contemplated herein by virtue of a license to be granted by Licensor; and

WHEREAS, Licensor is prepared to grant to Licensee a right to construct, repair, replace, remove, operate, and maintain a multi-use path (hereinafter referred to as the “Path”) on a portion of Licensor’s real estate that is legally described in **Exhibit A**, attached hereto (hereinafter referred to as the “Licensed Real Estate”), and for no other or additional purposes; and

NOW, THEREFORE, for and in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. RECITALS: The recitals are hereby incorporated by this reference.
2. GRANT OF LICENSE: Licensor hereby grants to Licensee a FIFTY (50) year license, authority, permission, right, and privilege to construct a path and to, repair, replace, remove, operate, and maintain said Path upon the surface of the Licensed Real Estate with an

option for Licensee to renew such license for another consecutive 50-year period on the same terms and conditions herein. Except as specifically otherwise agreed in writing by Licensor, or as required by the subsequent provisions hereof, said grant shall not extend to the construction, repairing, replacing, removing, operation, or maintenance of any above-ground structures, components, or facilities other than the Path and necessary signs for public safety.

3. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED:

(a) Licensor's grant of rights to Licensee is subject and subordinate to the prior and continuing right of Licensor to use and maintain its real estate and personal property, including the right and power of Licensor to construct and maintain trails for use by the public, and for any other lawful purpose or purposes, all of which may be freely done at any time by Licensor without notice to Licensee.

(b) Said grant is also subject to all outstanding prior or superior rights and the rights of Licensor and is made without covenant of title or of quiet enjoyment.

4. MAINTENANCE: Licensee shall have the right to go on certain contiguous real estate from time to time to perform routine maintenance and inspections of the Path to be constructed by it pursuant hereto. Licensee's Access to the Licensed Real Estate shall be on foot or by vehicle. Prior to undertaking any reconstruction or major maintenance of the Path, Licensee shall give notice to the Licensor of its intent to go upon the Licensed Real Estate and shall coordinate said activities with Licensor's personnel. In the event of an emergency, Licensee shall provide notice thereof to the Licensor within twenty-four (24) hours of the occurrence of the event creating the subject emergency.

5. CONSTRUCTION, REPAIR, REPLACEMENT, REMOVAL, MAINTENANCE, AND OPERATION:

(a) All work performed on the Licensed Real Estate by Licensee in connection with the construction, repair, replacement, removal, maintenance, or operation of the Path shall be done in accordance with the customary and normal standards in the industry.

(b) Prior to the commencement of any work in connection with the construction, repair, replacement, removal, maintenance, or operation of the Path where it passes on the Licensed Real Estate, Licensee shall submit to Licensor plans setting out the materials and specifications, method and manner of handling the work, including the shoring and cribbing, if any, required to protect Licensor's operations, and shall not proceed with the work until such plans have been approved by Licensor, provided that such approval shall not be unreasonably withheld or delayed.

6. NOTICE OF COMMENCEMENT OF WORK: If an emergency should arise requiring immediate attention and entry upon the Licensed Real Estate, Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, Licensee shall notify Licensor at least ten (10) days (or such other time as Licensor may allow) in advance of the commencement of any work upon the Licensed Real Estate in connection with the construction, replacement, removal, maintenance, or operation of the Path. All such work shall be prosecuted diligently to completion. Licensee shall notify Licensor of the completion of any work undertaken on the Path.

7. REINFORCEMENT OR REMOVAL OF PATH:

(a) The license herein granted is subject to the needs and requirements of Licensor in the operation, improvement, and use of its real estate as a conservation area.

(b) All the terms, conditions, and stipulations herein expressed with reference to the Path on the Licensed Real Estate shall, so far as the Path remains on the Licensed Real Estate, apply to the Path as modified, repaired, replaced, or removed within the contemplation of this Paragraph.

8. NO INTERFERENCE WITH LICENSOR'S OPERATION: The Path and all parts thereof within and outside the limits of the Licensed Real Estate shall be constructed and at all times maintained, repaired, replaced, removed, and operated in such manner as to cause no undue delay or unreasonable interference with the constant, continuous, and uninterrupted use of the land and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

9. RELOCATION OF PATH: Licensee acknowledges that Licensor may at any time construct, maintain, repair, replace, remove, use, operate, change, modify, and relocate any trail or trails or other improvements situated on the surface of the Licensed Real Estate at Licensor's costs so long as they do not interfere with the license hereby granted to Licensee. Licensee shall, at its sole cost and expense, take all necessary steps to protect the Path from and against the effects of such actions by Licensor.

10. CLAIMS AND LIENS FOR LABOR, MATERIAL, AND TAXES:

(a) Licensee shall fully pay for all materials affixed to and labor performed upon the Licensed Real Estate in connection with the construction, repair, replacement, removal, maintenance, modification, or reconstruction of the Path and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Licensed Real Estate for any work done or materials furnished thereon at the instance or request on behalf of Licensee. Licensee shall indemnify and hold harmless Licensor against and from any and all liens, claims, demands, costs, and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

(b) Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of the Path, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges and assessments levied upon

or in respect to the Path on the Licensed Real Estate shall not be increased because of the location, construction, or maintenance of the Path or any improvement, appliance, or fixture connected therewith placed upon the Licensed Real Estate, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensors, then Licensee shall pay to Licensors an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensors as compared with the entire value of such property, as shall be reasonably determined by Licensors.

11. PERMITS OR CONSTRUCTION OF THE PATH: Licensee shall, prior to the commencement of any work on the Licensed Real Estate, obtain any and all permits required from any and all competent authorities and shall provide proof of said permit or permits to Licensors. Licensee agrees to indemnify and hold Licensors harmless from any penalties, whether civil or penal in nature, which may be assessed against Licensors as a result of a failure by Licensee to obtain any and all necessary permits for the activities contemplated in this License Agreement.

12. RESTORATION OF LICENSOR'S PROPERTY: In the event Licensors authorizes Licensee to move or take down any fence or structure or equipment of Licensors or in any manner to move or disturb any of the other land or facilities of Licensors in connection with the construction, repair, replacement, removal, maintenance, modification, or reconstruction of the Path, Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence, structure, equipment, and other property to the same condition as the same were in prior to such work.

13. INDEMNITY:

(a) As used in this Paragraph, "Licensors" includes Licensors's trustees, officers, directors, agents, volunteers, invitees, and employees. The term "Loss," includes all losses, damages, claims, demands, actions, causes of action, penalties, costs, and expenses of any nature

whatsoever, including attorneys' fees and court costs, which may result from: (1) injury to or death of any persons whomsoever (including the trustees, officers, directors, agents, volunteers, invitees, and employees of Licensor and Licensee), and/or (2) damage to or loss or destruction of any property whatsoever (including Licensee's property, damage to any trail, equipment, or other property of Licensor, or property in Licensor's care or custody), except to the extent that any such Loss is caused by the gross negligence or willful acts of Licensor, or its contractors and/or agents.

(b) Licensee agrees to indemnify and hold harmless Licensor from any Loss which to any extent is due to or arises from:

(1) The prosecution of any work contemplated by this License Agreement, including the installation, construction, repair, replacement, removal, maintenance, or reconstruction, of the Path by Licensee or any part thereof;
or

(2) The presence, operation, or use of the Path or contents escaping therefrom.

14. WAIVER OF BREACH: The waiver of Licensor or Licensee's breach of any condition, covenant, or agreement contained herein shall in no way limit or restrict the right of Licensor to avail itself of any remedy for any prior or subsequent breach hereof.

15. INSURANCE:

(a) Licensee, at its sole cost and expense, shall provide a policy or policies of insurance for public liability, having a minimum limit of liability for personal injury and property damage of TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS per occurrence, for all claims of any nature arising from Licensee's exercise of its rights hereunder. Licensor shall be designated therein as an Additional Insured. Throughout the term of the license hereby granted, Licensee shall provide Licensor with current certificates of insurance or other satisfactory evidence that premiums have been paid for said policy or policies issued by a solvent and reputable resident or

surplus insurance company acceptable to Licensor and authorized to issue such policies on risks arising in the state of Illinois. Failure of the Licensor to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Licensor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

(b) In addition to Licensee's insurance obligations set forth above, and at no cost to the Licensor, Licensee shall require any contractor(s) or subcontractor(s) performing any of the work contemplated by this License Agreement to obtain and keep in full force and effect for so long as any claim relating to the work may be asserted, comprehensive general liability and property damage insurance written to include the coverages and for not less than the minimum limits, or greater if required by law, as provided in **Exhibit B** attached hereto and incorporated herein by reference, and to otherwise comply with all other requirements set forth therein. Licensee shall similarly require any contractor(s) or subcontractor(s) performing any of the work contemplated by this License Agreement to defend, indemnify and hold harmless Licensor in accordance with and as more fully set forth in Subsection E of Exhibit B attached hereto.

16. LICENSEE'S DUTY OF CARE: Throughout the term of the license hereby granted, Licensee shall exercise the utmost care and caution for the protection of the property of Licensor and for the safety of any and all persons present upon Licensor's land and utilize its property.

17. HAZARDOUS MATERIALS: No explosives or flammable or hazard materials of any kind shall be transported across, brought upon, or stored or deposited on, the Licensed Real Estate (except as needed for vehicles or equipment needed to perform the work contemplated by this License Agreement, provided that Licensee and its contractors shall be liable for any damage to or contamination of the Licensed Real Estate resulting from such activity or use). As used in

this License Agreement, “Hazardous Materials” means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as "hazardous substances" pursuant to Section 1251 et. seq. (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. (42 U.S.C. Section 6903), or (vi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq. (42 U.S.C. Section 9601) or any other applicable environmental law.

18. TERMINATION: If Licensee does not use the rights herein granted or the Path for thirty-six (36) months, or if Licensee fails to commence curing the default in the performance of any covenant or agreement herein contained within thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its option, immediately terminate this License Agreement and the license hereby granted by written notice. Notice of default and notice of termination of the license hereby granted may be served upon Licensee by mailing to the address of Licensee specified in Paragraph 20. Termination of this License Agreement and the license hereby granted for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

19. NOTICES: Any and all notices required or permitted hereunder shall be given in writing and shall be forwarded by facsimile or mailed by certified United States mail, return receipt requested or delivered by overnight courier to the parties hereto as follows:

If to the District: **MCHENRY COUNTY CONSERVATION DISTRICT**
18410 U.S. Highway 14
Woodstock, Illinois 60098
Attn: Executive Director
Fax: (815) 334-2877

And a copy to: Andrew S. Paine
Tressler LLP
233 S. Wacker Drive, 61st Floor
Chicago, IL 60606
apaine@tresslerllp.com

If to the Village: **VILLAGE OF ALGONQUIN**
2200 Harnish Drive
Algonquin, Illinois 60102
Attn: Village Manager
Fax No.: (847) 658-4564

And a copy to: Kelly A. Cahill
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014
(815) 459-2050
kcahill@zrfmlaw.com

Any notice forwarded by facsimile shall be effective upon confirmation of receipt, any notice forwarded by certified mail shall be effective upon its posting and any notice forwarded by courier shall be effective upon receipt.

20. APPLICABLE LAW: This License Agreement shall be construed in accordance with the laws of the State of Illinois.

21. PRIOR AGREEMENTS: This License Agreement shall supersede and all prior agreements on this subject matter, whether written or oral, between the parties hereto and may only be amended by written instrument executed by both Licensors and Licensees or their authorized agents.

22. GENDER: Whenever used herein, the masculine shall include the feminine, feminine shall include masculine, the singular shall include the plural, and the plural shall include the singular.

23. SUCCESSORS AND ASSIGNS: This License Agreement shall be binding upon the parties hereto and their respective successors and assigns provided, however, that neither party hereto shall assign any interest herein or hereunder without the prior written consent and approval of the other party first had and any such assignment, without said prior written consent, shall be null and void and absolutely of no force or effect.

24. COUNTERPARTS, FACSIMILE OR .PDF SIGNATURES: This License Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and all said counterparts together shall be deemed to be a single instrument. Copies of any signature hereto shall, upon its transmission of either party hereto, be fully binding and enforceable as an original for the purposes hereof.

IN WITNESS WHEREOF, Licensors and Licensee have caused this License Agreement to be executed on the day and year first above written at Woodstock, Illinois.

**MCHENRY COUNTY CONSERVATION
DISTRICT**

VILLAGE OF ALGONQUIN

By: _____
Vern Scacci, President
Board of Trustees

By: _____
Tim Schloneger, Village Manager

Attest: _____
Carolyn Campbell, Secretary
Board of Trustees

Attest: _____
Gerald Kautz, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Vern Scacci and Carolyn Campbell, the President and Secretary of the McHenry County Conservation District, a conservation district organized and existing under the laws of the State of Illinois, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the District, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2020.

NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tim Schloneger and Gerald Kautz, the Village Manager and Clerk of the Village of Algonquin, Illinois, a municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village Manager and Clerk appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2020.

NOTARY PUBLIC

(SEAL)

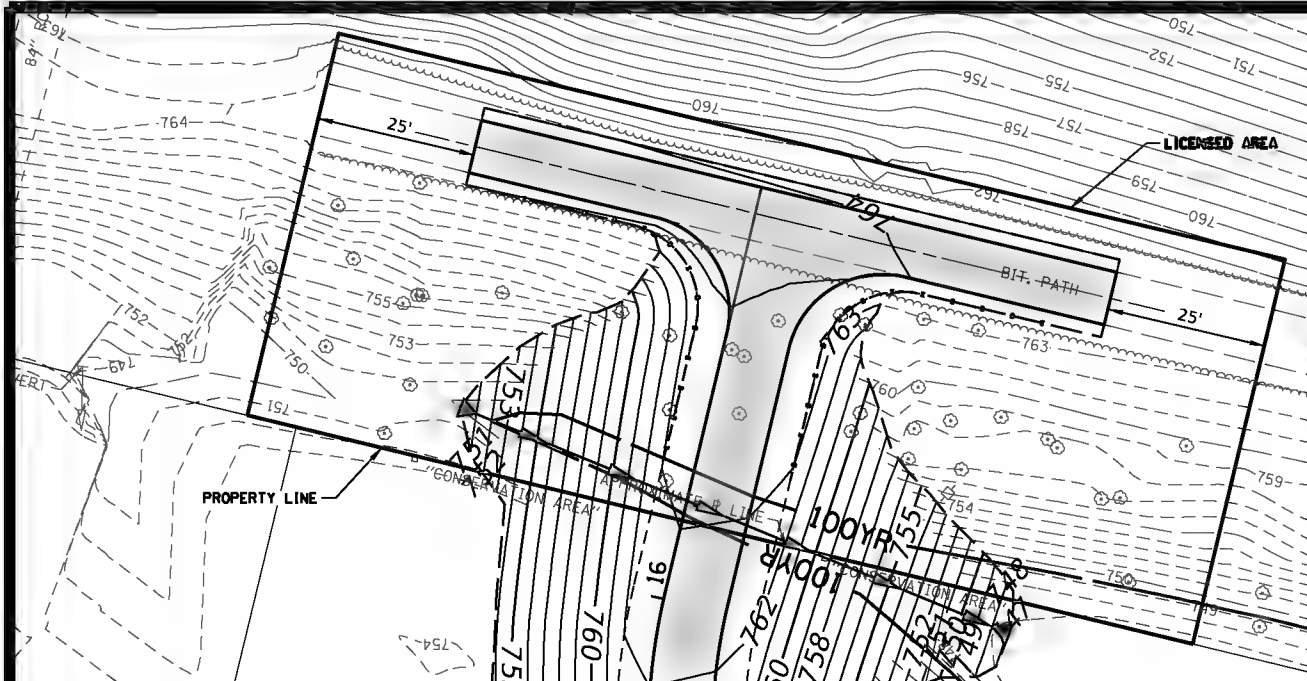
EXHIBIT A TO LICENSE AGREEMENT

LICENSED REAL ESTATE

THAT PART OF THE 100.00 FOOT STRIP OF LAND OF THE FORMER AND ABANDON CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCHENRY COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF ALGONQUIN INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 28, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1966 AS DOCUMENT NO. 465704;

THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION (ALSO BEING THE WESTERLY LINE OF SAID FORMER AND ABANDON CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY) HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 28 DEGREES 40 MINUTES 52 SECONDS WEST A DISTANCE OF 300.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 28 DEGREES 40 MINUTES 52 SECONDS WEST, 152.00 FEET; THENCE NORTH 61 DEGREES 19 MINUTES 08 SECONDS EAST, 60.00 FEET; THENCE SOUTH 28 DEGREES 40 MINUTES 52 SECONDS EAST, 152.00 FEET; THENCE SOUTH 61 DEGREES 19 MINUTES 08 SECONDS WEST, 60.00 FEET TO THE POINT OF BEGINNING.



AREA MAGNIFIED 2X



30 0 30
SCALE IN FEET



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT:



THE VILLAGE OF
ALGONQUIN
ILLINOIS

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:	Default
1	5/6/2020	Initial Design			
2	5/6/2020	Final Design			
3	5/6/2020	Final Design			
4	5/6/2020	Final Design			
5	5/6/2020	Final Design			
6	5/6/2020	Final Design			
7	5/6/2020	Final Design			
8	5/6/2020	Final Design			
9	5/6/2020	Final Design			
10	5/6/2020	Final Design			

TITLE:

**MAKER'S PARK PROPOSED
SHARED-USE TRAIL
PROPOSED PATH LOCATION**

PROJ. NO. 70273.00128

DATE: 5/6/20

SHEET OF

DRAWING NO.

EXH

EXHIBIT B TO LICENSE AGREEMENT
CONTRACTOR INSURANCE REQUIREMENTS

As used herein, “Company” shall mean any contractor(s) or subcontractor(s) working upon the Licensed Real Estate described in the License Agreement and “Owner” shall mean the McHenry County Conservation District.

Company shall obtain and maintain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Company shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any insurance or self-insurance maintained by the District shall be excess of Company’s insurance and shall not contribute with it.

B. Business Auto and Umbrella Liability Insurance

If applicable, Company shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, Company shall maintain workers compensation and employer’s liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Company waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Company's use of the premises.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to entering upon or performing any work on Owner's property, Company shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

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

Owner shall have the right, but not the obligation, of prohibiting Company from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Company shall provide certified copies of all insurance policies required above within 10 days of Owners' written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Company's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Company may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

E. Indemnification

Company shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this lease; (ii) any act, omission wrongful act or negligence of Company or any of Company's subtenants or licensees (if applicable), or the partners, directors, officers, agents, employees, invitees or contractors of Company or Company's subtenants or licensees; (iii) any accident, injury or damage whatsoever occurring in or at the premises regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Company shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Company's breach of any of its obligations under, or Company's default of, any provision of its contract with the Village of Algonquin.

EXHIBIT B TO ORDINANCE NO. 2020-O-

SPECIAL WARRANTY DEED

MAIL TO:

Michael J. Smoron
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014

SEND TAX BILLS TO:

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

THE GRANTOR, **McHENRY COUNTY CONSERVATION DISTRICT**, a conservation district organized and existing under the laws of the State of Illinois, County of McHenry, State of Illinois for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, CONVEYS and WARRANTS to GRANTEE, **VILLAGE OF ALGONQUIN, an Illinois municipal corporation**, of the Counties of McHenry and Kane, State of Illinois, all interest in the following described Real Estate situated in the County of McHenry, in the State of Illinois, to wit:

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 19-28-451-017; 19-28-451-018; and 19-28-476-009

Address of Real Estate: Vacant Property, Algonquin, Illinois

SUBJECT TO: DECLARATION OF RESTRICTIVE COVENANTS.

IN WITNESS WHEREOF, GRANTOR has caused this Special Warranty Deed to be executed and delivered at Woodstock, Illinois this _____ day of _____, 2020.

McHENRY COUNTY CONSERVATION DISTRICT

By: _____
Vern Scacci, its President

ATTEST:

Carolyn Campbell, its Secretary

STATE OF ILLINOIS, COUNTY OF McHENRY ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Vern Scacci, as President of the Board of Trustees of the McHENRY COUNTY CONSERVATION DISTRICT, and Carolyn Campbell, as Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2020.

_____(Notary Public)

EXHIBIT C TO ORDINANCE NO. 2020-O-
DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (this “Declaration”) is entered into this _____ day of _____, 2020, by the Village of Algonquin, an Illinois municipal corporation (the “Village”).

WHEREAS, the Village has acquired title, and is the sole owner of record, of the property legally described as follows:

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST

ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PINs: 19-28-451-017, 19-28-451-018 and 19-28-476-009 (the “Subject Property”)

The Village hereby submits the Subject Property to the covenants and restrictions set forth in this Declaration. This Declaration, and the privileges, obligations, and provisions contained herein shall inure to the benefit of the McHenry County Conservation District, a conservation district organized and existing under the laws of the State of Illinois (the “District”), and its successors.

1. Use Restriction: The Subject Property shall be maintained in perpetuity as public open space and no structures or improvements shall be erected on the Subject Property except those consistent with public parks for outdoor recreational activities and/or enjoyment such as a bicycle or pedestrian trail or path; conservation of natural resources and wetlands management; a public facility that is open on all sides and functionally related to a designated open space or recreational use; or a public restroom.

In addition, pursuant to Section 19 of the Conservation District Act, a prohibition is hereby imposed on the development or operation of any new pollution control facility upon the Subject Property, as that term is defined in Section 3.330 of the Environmental Protection Act.

2. Term: This covenant is to run with the land and shall be binding on all parties and their successors and all persons claiming under them, and all public agencies, for a perpetual period from the date these covenants are recorded.

3. Enforcement: Enforcement shall be by proceedings at law or in equity by the District against any person violating or threatening to violate any covenant either to restrain violations or to recover damages. Enforcement may be undertaken by any grantor or grantee in the chain of title, any adjacent property owner adversely affected by any violation or threat to violate this covenant.

VILLAGE OF ALGONQUIN

By: _____
Tim Schloneger, its Manager

ATTEST:

Village Clerk Gerald S. Kautz

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tim Schloneger and Gerald Kautz, the Village Manager and Clerk of the Village of Algonquin, Illinois, a municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village Manager and Clerk appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2020.

NOTARY PUBLIC

(SEAL)

EXHIBIT C TO RESOLUTION #

SPECIAL WARRANTY DEED

MAIL TO:

**Michael J. Smoron
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014**

SEND TAX BILLS TO:

**Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102**

THE GRANTOR, **McHENRY COUNTY CONSERVATION DISTRICT**, a conservation district organized and existing under the laws of the State of Illinois, County of McHenry, State of Illinois for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, CONVEYS and WARRANTS to GRANTEE, **VILLAGE OF ALGONQUIN, an Illinois municipal corporation**, of the Counties of McHenry and Kane, State of Illinois, all interest in the following described Real Estate situated in the County of McHenry, in the State of Illinois, to wit:

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 19-28-451-017; 19-28-451-018; and 19-28-476-009

Address of Real Estate: Vacant Property, Algonquin, Illinois

SUBJECT TO: DECLARATION OF RESTRICTIVE COVENANTS.

IN WITNESS WHEREOF, GRANTOR has caused this Special Warranty Deed to be executed and delivered at Woodstock, Illinois this _____ day of _____, 2020.

McHENRY COUNTY CONSERVATION DISTRICT

By: _____
Vern Scacci, its President

ATTEST:

Carolyn Campbell, its Secretary

STATE OF ILLINOIS, COUNTY OF McHENRY ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Vern Scacci, as President of the Board of Trustees of the McHENRY COUNTY CONSERVATION DISTRICT, and Carolyn Campbell, as Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2020.

_____(Notary Public)

EXHIBIT D TO RESOLUTION #

**LICENSE AGREEMENT FOR PRAIRIE TRAIL ACCESS
BY AND BETWEEN
THE MCHENRY COUNTY CONSERVATION DISTRICT, LICENSOR,
AND
THE VILLAGE OF ALGONQUIN, ILLINOIS, LICENSEE**

LICENSE AGREEMENT made and entered into this ____ day of _____, 2020, by and between the **McHENRY COUNTY CONSERVATION DISTRICT**, a conservation district organized and existing under the State of Illinois (hereinafter referred to as the “Licensor”), and the **VILLAGE OF ALGONQUIN**, an Illinois municipal corporation (hereinafter referred to as the “Licensee”).

W I T N E S S E T H:

WHEREAS, Licensor and Licensee are both public entities; and

WHEREAS, Licensee wishes to cross over and upon certain Real Estate owned by Licensor and Licensor is amenable to permitting Licensee to utilize Licensor’s Real Estate for the purposes contemplated herein by virtue of a license to be granted by Licensor; and

WHEREAS, Licensor is prepared to grant to Licensee a right to construct, repair, replace, remove, operate, and maintain a multi-use path (hereinafter referred to as the “Path”) on a portion of Licensor’s real estate that is legally described in **Exhibit A**, attached hereto (hereinafter referred to as the “Licensed Real Estate”), and for no other or additional purposes; and

NOW, THEREFORE, for and in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. **RECITALS:** The recitals are hereby incorporated by this reference.
2. **GRANT OF LICENSE:** Licensor hereby grants to Licensee a FIFTY (50) year license, authority, permission, right, and privilege to construct a path and to, repair, replace, remove, operate, and maintain said Path upon the surface of the Licensed Real Estate with an

option for Licensee to renew such license for another consecutive 50-year period on the same terms and conditions herein. Except as specifically otherwise agreed in writing by Licensor, or as required by the subsequent provisions hereof, said grant shall not extend to the construction, repairing, replacing, removing, operation, or maintenance of any above-ground structures, components, or facilities other than the Path and necessary signs for public safety.

3. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED:

(a) Licensor's grant of rights to Licensee is subject and subordinate to the prior and continuing right of Licensor to use and maintain its real estate and personal property, including the right and power of Licensor to construct and maintain trails for use by the public, and for any other lawful purpose or purposes, all of which may be freely done at any time by Licensor without notice to Licensee.

(b) Said grant is also subject to all outstanding prior or superior rights and the rights of Licensor and is made without covenant of title or of quiet enjoyment.

4. MAINTENANCE: Licensee shall have the right to go on certain contiguous real estate from time to time to perform routine maintenance and inspections of the Path to be constructed by it pursuant hereto. Licensee's Access to the Licensed Real Estate shall be on foot or by vehicle. Prior to undertaking any reconstruction or major maintenance of the Path, Licensee shall give notice to the Licensor of its intent to go upon the Licensed Real Estate and shall coordinate said activities with Licensor's personnel. In the event of an emergency, Licensee shall provide notice thereof to the Licensor within twenty-four (24) hours of the occurrence of the event creating the subject emergency.

5. CONSTRUCTION, REPAIR, REPLACEMENT, REMOVAL, MAINTENANCE, AND OPERATION:

(a) All work performed on the Licensed Real Estate by Licensee in connection with the construction, repair, replacement, removal, maintenance, or operation of the Path shall be done in accordance with the customary and normal standards in the industry.

(b) Prior to the commencement of any work in connection with the construction, repair, replacement, removal, maintenance, or operation of the Path where it passes on the Licensed Real Estate, Licensee shall submit to Licensors plans setting out the materials and specifications, method and manner of handling the work, including the shoring and cribbing, if any, required to protect Licensors operations, and shall not proceed with the work until such plans have been approved by Licensors, provided that such approval shall not be unreasonably withheld or delayed.

6. NOTICE OF COMMENCEMENT OF WORK: If an emergency should arise requiring immediate attention and entry upon the Licensed Real Estate, Licensee shall provide as much notice as practicable to Licensors before commencing any work. In all other situations, Licensee shall notify Licensors at least ten (10) days (or such other time as Licensors may allow) in advance of the commencement of any work upon the Licensed Real Estate in connection with the construction, replacement, removal, maintenance, or operation of the Path. All such work shall be prosecuted diligently to completion. Licensee shall notify Licensors of the completion of any work undertaken on the Path.

7. REINFORCEMENT OR REMOVAL OF PATH:

(a) The license herein granted is subject to the needs and requirements of Licensors in the operation, improvement, and use of its real estate as a conservation area.

(b) All the terms, conditions, and stipulations herein expressed with reference to the Path on the Licensed Real Estate shall, so far as the Path remains on the Licensed Real Estate, apply to the Path as modified, repaired, replaced, or removed within the contemplation of this Paragraph.

8. NO INTERFERENCE WITH LICENSOR'S OPERATION: The Path and all parts thereof within and outside the limits of the Licensed Real Estate shall be constructed and at all times maintained, repaired, replaced, removed, and operated in such manner as to cause no undue delay or unreasonable interference with the constant, continuous, and uninterrupted use of the land and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

9. RELOCATION OF PATH: Licensee acknowledges that Licensor may at any time construct, maintain, repair, replace, remove, use, operate, change, modify, and relocate any trail or trails or other improvements situated on the surface of the Licensed Real Estate at Licensor's costs so long as they do not interfere with the license hereby granted to Licensee. Licensee shall, at its sole cost and expense, take all necessary steps to protect the Path from and against the effects of such actions by Licensor.

10. CLAIMS AND LIENS FOR LABOR, MATERIAL, AND TAXES:

(a) Licensee shall fully pay for all materials affixed to and labor performed upon the Licensed Real Estate in connection with the construction, repair, replacement, removal, maintenance, modification, or reconstruction of the Path and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Licensed Real Estate for any work done or materials furnished thereon at the instance or request on behalf of Licensee. Licensee shall indemnify and hold harmless Licensor against and from any and all liens, claims, demands, costs, and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

(b) Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of the Path, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges and assessments levied upon

or in respect to the Path on the Licensed Real Estate shall not be increased because of the location, construction, or maintenance of the Path or any improvement, appliance, or fixture connected therewith placed upon the Licensed Real Estate, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensors, then Licensee shall pay to Licensors an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensors as compared with the entire value of such property, as shall be reasonably determined by Licensors.

11. PERMITS OR CONSTRUCTION OF THE PATH: Licensee shall, prior to the commencement of any work on the Licensed Real Estate, obtain any and all permits required from any and all competent authorities and shall provide proof of said permit or permits to Licensors. Licensee agrees to indemnify and hold Licensors harmless from any penalties, whether civil or penal in nature, which may be assessed against Licensors as a result of a failure by Licensee to obtain any and all necessary permits for the activities contemplated in this License Agreement.

12. RESTORATION OF LICENSOR'S PROPERTY: In the event Licensors authorizes Licensee to move or take down any fence or structure or equipment of Licensors or in any manner to move or disturb any of the other land or facilities of Licensors in connection with the construction, repair, replacement, removal, maintenance, modification, or reconstruction of the Path, Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence, structure, equipment, and other property to the same condition as the same were in prior to such work.

13. INDEMNITY:

(a) As used in this Paragraph, "Licensors" includes Licensors's trustees, officers, directors, agents, volunteers, invitees, and employees. The term "Loss," includes all losses, damages, claims, demands, actions, causes of action, penalties, costs, and expenses of any nature

whatsoever, including attorneys' fees and court costs, which may result from: (1) injury to or death of any persons whomsoever (including the trustees, officers, directors, agents, volunteers, invitees, and employees of Licensor and Licensee), and/or (2) damage to or loss or destruction of any property whatsoever (including Licensee's property, damage to any trail, equipment, or other property of Licensor, or property in Licensor's care or custody), except to the extent that any such Loss is caused by the gross negligence or willful acts of Licensor, or its contractors and/or agents.

(b) Licensee agrees to indemnify and hold harmless Licensor from any Loss which to any extent is due to or arises from:

(1) The prosecution of any work contemplated by this License Agreement, including the installation, construction, repair, replacement, removal, maintenance, or reconstruction, of the Path by Licensee or any part thereof;

or

(2) The presence, operation, or use of the Path or contents escaping therefrom.

14. WAIVER OF BREACH: The waiver of Licensor or Licensee's breach of any condition, covenant, or agreement contained herein shall in no way limit or restrict the right of Licensor to avail itself of any remedy for any prior or subsequent breach hereof.

15. INSURANCE:

(a) Licensee, at its sole cost and expense, shall provide a policy or policies of insurance for public liability, having a minimum limit of liability for personal injury and property damage of TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS per occurrence, for all claims of any nature arising from Licensee's exercise of its rights hereunder. Licensor shall be designated therein as an Additional Insured. Throughout the term of the license hereby granted, Licensee shall provide Licensor with current certificates of insurance or other satisfactory evidence that premiums have been paid for said policy or policies issued by a solvent and reputable resident or

surplus insurance company acceptable to Licensor and authorized to issue such policies on risks arising in the state of Illinois. Failure of the Licensor to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Licensor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

(b) In addition to Licensee's insurance obligations set forth above, and at no cost to the Licensor, Licensee shall require any contractor(s) or subcontractor(s) performing any of the work contemplated by this License Agreement to obtain and keep in full force and effect for so long as any claim relating to the work may be asserted, comprehensive general liability and property damage insurance written to include the coverages and for not less than the minimum limits, or greater if required by law, as provided in **Exhibit B** attached hereto and incorporated herein by reference, and to otherwise comply with all other requirements set forth therein. Licensee shall similarly require any contractor(s) or subcontractor(s) performing any of the work contemplated by this License Agreement to defend, indemnify and hold harmless Licensor in accordance with and as more fully set forth in Subsection E of Exhibit B attached hereto.

16. LICENSEE'S DUTY OF CARE: Throughout the term of the license hereby granted, Licensee shall exercise the utmost care and caution for the protection of the property of Licensor and for the safety of any and all persons present upon Licensor's land and utilize its property.

17. HAZARDOUS MATERIALS: No explosives or flammable or hazard materials of any kind shall be transported across, brought upon, or stored or deposited on, the Licensed Real Estate (except as needed for vehicles or equipment needed to perform the work contemplated by this License Agreement, provided that Licensee and its contractors shall be liable for any damage to or contamination of the Licensed Real Estate resulting from such activity or use). As used in

this License Agreement, “Hazardous Materials” means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as "hazardous substances" pursuant to Section 1251 et. seq. (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. (42 U.S.C. Section 6903), or (vi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq. (42 U.S.C. Section 9601) or any other applicable environmental law.

18. TERMINATION: If Licensee does not use the rights herein granted or the Path for thirty-six (36) months, or if Licensee fails to commence curing the default in the performance of any covenant or agreement herein contained within thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its option, immediately terminate this License Agreement and the license hereby granted by written notice. Notice of default and notice of termination of the license hereby granted may be served upon Licensee by mailing to the address of Licensee specified in Paragraph 20. Termination of this License Agreement and the license hereby granted for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

19. NOTICES: Any and all notices required or permitted hereunder shall be given in writing and shall be forwarded by facsimile or mailed by certified United States mail, return receipt requested or delivered by overnight courier to the parties hereto as follows:

If to the District: **MCHENRY COUNTY CONSERVATION DISTRICT**
18410 U.S. Highway 14
Woodstock, Illinois 60098
Attn: Executive Director
Fax: (815) 334-2877

And a copy to: Andrew S. Paine
Tressler LLP
233 S. Wacker Drive, 61st Floor
Chicago, IL 60606
apaine@tresslerllp.com

If to the Village: **VILLAGE OF ALGONQUIN**
2200 Harnish Drive
Algonquin, Illinois 60102
Attn: Village Manager
Fax No.: (847) 658-4564

And a copy to: Kelly A. Cahill
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014
(815) 459-2050
kcahill@zrfmlaw.com

Any notice forwarded by facsimile shall be effective upon confirmation of receipt, any notice forwarded by certified mail shall be effective upon its posting and any notice forwarded by courier shall be effective upon receipt.

20. APPLICABLE LAW: This License Agreement shall be construed in accordance with the laws of the State of Illinois.

21. PRIOR AGREEMENTS: This License Agreement shall supersede and all prior agreements on this subject matter, whether written or oral, between the parties hereto and may only be amended by written instrument executed by both Licensor and Licensee or their authorized agents.

22. GENDER: Whenever used herein, the masculine shall include the feminine, feminine shall include masculine, the singular shall include the plural, and the plural shall include the singular.

23. SUCCESSORS AND ASSIGNS: This License Agreement shall be binding upon the parties hereto and their respective successors and assigns provided, however, that neither party hereto shall assign any interest herein or hereunder without the prior written consent and approval of the other party first had and any such assignment, without said prior written consent, shall be null and void and absolutely of no force or effect.

24. COUNTERPARTS, FACSIMILE OR .PDF SIGNATURES: This License Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and all said counterparts together shall be deemed to be a single instrument. Copies of any signature hereto shall, upon its transmission of either party hereto, be fully binding and enforceable as an original for the purposes hereof.

IN WITNESS WHEREOF, Licensors and Licensee have caused this License Agreement to be executed on the day and year first above written at Woodstock, Illinois.

**MCHENRY COUNTY CONSERVATION
DISTRICT**

VILLAGE OF ALGONQUIN

By: _____
Vern Scacci, President
Board of Trustees

By: _____
Tim Schloneger, Village Manager

Attest: _____
Carolyn Campbell, Secretary
Board of Trustees

Attest: _____
Gerald Kautz, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Vern Scacci and Carolyn Campbell, the President and Secretary of the McHenry County Conservation District, a conservation district organized and existing under the laws of the State of Illinois, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the District, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2020.

NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tim Schloneger and Gerald Kautz, the Village Manager and Clerk of the Village of Algonquin, Illinois, a municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village Manager and Clerk appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2020.

NOTARY PUBLIC

(SEAL)

EXHIBIT A TO LICENSE AGREEMENT
LICENSED REAL ESTATE

THAT PART OF THE 100.00 FOOT STRIP OF LAND OF THE FORMER AND ABANDON CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCHENRY COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF ALGONQUIN INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 28, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1966 AS DOCUMENT NO. 465704;

THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION (ALSO BEING THE WESTERLY LINE OF SAID FORMER AND ABANDON CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY) HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 28 DEGREES 40 MINUTES 52 SECONDS WEST A DISTANCE OF 300.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 28 DEGREES 40 MINUTES 52 SECONDS WEST, 152.00 FEET; THENCE NORTH 61 DEGREES 19 MINUTES 08 SECONDS EAST, 60.00 FEET; THENCE SOUTH 28 DEGREES 40 MINUTES 52 SECONDS EAST, 152.00 FEET; THENCE SOUTH 61 DEGREES 19 MINUTES 08 SECONDS WEST, 60.00 FEET TO THE POINT OF BEGINNING.

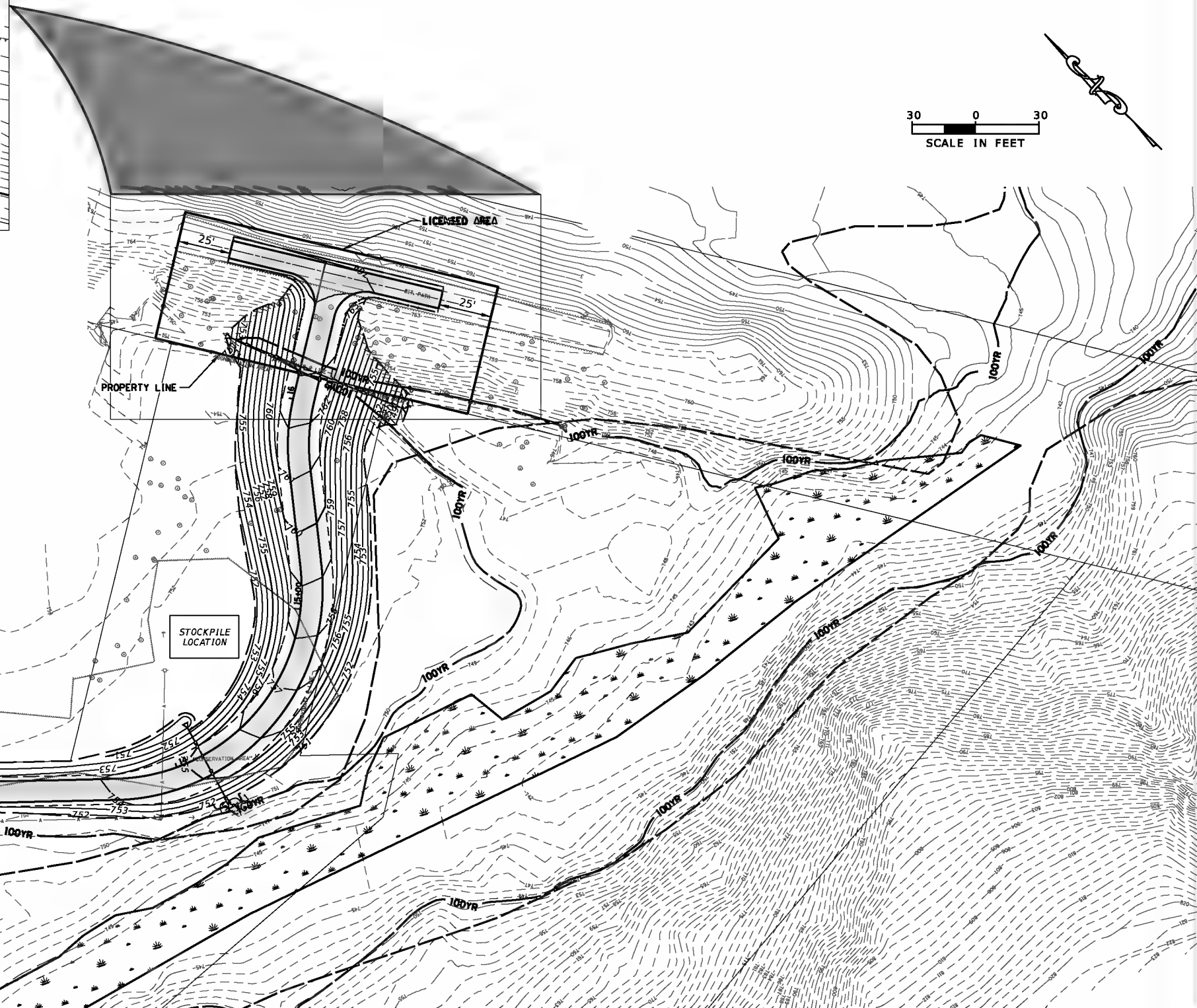


EXHIBIT B TO LICENSE AGREEMENT
CONTRACTOR INSURANCE REQUIREMENTS

As used herein, “Company” shall mean any contractor(s) or subcontractor(s) working upon the Licensed Real Estate described in the License Agreement and “Owner” shall mean the McHenry County Conservation District.

Company shall obtain and maintain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Company shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any insurance or self-insurance maintained by the District shall be excess of Company’s insurance and shall not contribute with it.

B. Business Auto and Umbrella Liability Insurance

If applicable, Company shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, Company shall maintain workers compensation and employer’s liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Company waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Company's use of the premises.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to entering upon or performing any work on Owner's property, Company shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

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

Owner shall have the right, but not the obligation, of prohibiting Company from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Company shall provide certified copies of all insurance policies required above within 10 days of Owners' written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Company's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Company may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

E. Indemnification

Company shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this lease; (ii) any act, omission wrongful act or negligence of Company or any of Company's subtenants or licensees (if applicable), or the partners, directors, officers, agents, employees, invitees or contractors of Company or Company's subtenants or licensees; (iii) any accident, injury or damage whatsoever occurring in or at the premises regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Company shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Company's breach of any of its obligations under, or Company's default of, any provision of its contract with the Village of Algonquin.

EXHIBIT E TO RESOLUTION #
DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (this “Declaration”) is entered into this _____ day of _____, 2020, by the Village of Algonquin, an Illinois municipal corporation (the “Village”).

WHEREAS, the Village has acquired title, and is the sole owner of record, of the property legally described as follows:

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST

ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PINs: 19-28-451-017, 19-28-451-018 and 19-28-476-009 (the “Subject Property”)

The Village hereby submits the Subject Property to the covenants and restrictions set forth in this Declaration. This Declaration, and the privileges, obligations, and provisions contained herein shall inure to the benefit of the McHenry County Conservation District, a conservation district organized and existing under the laws of the State of Illinois (the “District”), and its successors.

1. Use Restriction: The Subject Property shall be maintained in perpetuity as public open space and no structures or improvements shall be erected on the Subject Property except those consistent with public parks for outdoor recreational activities and/or enjoyment such as a bicycle or pedestrian trail or path; conservation of natural resources and wetlands management; a public facility that is open on all sides and functionally related to a designated open space or recreational use; or a public restroom.

In addition, pursuant to Section 19 of the Conservation District Act, a prohibition is hereby imposed on the development or operation of any new pollution control facility upon the Subject Property, as that term is defined in Section 3.330 of the Environmental Protection Act.

2. Term: This covenant is to run with the land and shall be binding on all parties and their successors and all persons claiming under them, and all public agencies, for a perpetual period from the date these covenants are recorded.

3. Enforcement: Enforcement shall be by proceedings at law or in equity by the District against any person violating or threatening to violate any covenant either to restrain violations or to recover damages. Enforcement may be undertaken by any grantor or grantee in the chain of title, any adjacent property owner adversely affected by any violation or threat to violate this covenant.

VILLAGE OF ALGONQUIN

By: _____
Tim Schloneger, its Manager

ATTEST:

Village Clerk Gerald S. Kautz

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tim Schloneger and Gerald Kautz, the Village Manager and Clerk of the Village of Algonquin, Illinois, a municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village Manager and Clerk appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2020.

NOTARY PUBLIC

(SEAL)

EXHIBIT D TO INTERGOVERNMENTAL AGREEMENT

**LICENSE AGREEMENT FOR PRAIRIE TRAIL ACCESS
BY AND BETWEEN
THE MCHENRY COUNTY CONSERVATION DISTRICT, LICENSOR,
AND
THE VILLAGE OF ALGONQUIN, ILLINOIS, LICENSEE**

LICENSE AGREEMENT made and entered into this ____ day of _____, 2020, by and between the **McHENRY COUNTY CONSERVATION DISTRICT**, a conservation district organized and existing under the State of Illinois (hereinafter referred to as the “Licensor”), and the **VILLAGE OF ALGONQUIN**, an Illinois municipal corporation (hereinafter referred to as the “Licensee”).

WITNESSETH:

WHEREAS, Licensor and Licensee are both public entities; and

WHEREAS, Licensee wishes to cross over and upon certain Real Estate owned by Licensor and Licensor is amenable to permitting Licensee to utilize Licensor’s Real Estate for the purposes contemplated herein by virtue of a license to be granted by Licensor; and

WHEREAS, Licensor is prepared to grant to Licensee a right to construct, repair, replace, remove, operate, and maintain a multi-use path (hereinafter referred to as the “Path”) on a portion of Licensor’s real estate that is legally described in **Exhibit A**, attached hereto (hereinafter referred to as the “Licensed Real Estate”), and for no other or additional purposes; and

NOW, THEREFORE, for and in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. **RECITALS:** The recitals are hereby incorporated by this reference.
2. **GRANT OF LICENSE:** Licensor hereby grants to Licensee a FIFTY (50) year license, authority, permission, right, and privilege to construct a path and to, repair, replace, remove, operate, and maintain said Path upon the surface of the Licensed Real Estate with an

option for Licensee to renew such license for another consecutive 50-year period on the same terms and conditions herein. Except as specifically otherwise agreed in writing by Licensor, or as required by the subsequent provisions hereof, said grant shall not extend to the construction, repairing, replacing, removing, operation, or maintenance of any above-ground structures, components, or facilities other than the Path and necessary signs for public safety.

3. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED:

(a) Licensor's grant of rights to Licensee is subject and subordinate to the prior and continuing right of Licensor to use and maintain its real estate and personal property, including the right and power of Licensor to construct and maintain trails for use by the public, and for any other lawful purpose or purposes, all of which may be freely done at any time by Licensor without notice to Licensee.

(b) Said grant is also subject to all outstanding prior or superior rights and the rights of Licensor and is made without covenant of title or of quiet enjoyment.

4. MAINTENANCE: Licensee shall have the right to go on certain contiguous real estate from time to time to perform routine maintenance and inspections of the Path to be constructed by it pursuant hereto. Licensee's Access to the Licensed Real Estate shall be on foot or by vehicle. Prior to undertaking any reconstruction or major maintenance of the Path, Licensee shall give notice to the Licensor of its intent to go upon the Licensed Real Estate and shall coordinate said activities with Licensor's personnel. In the event of an emergency, Licensee shall provide notice thereof to the Licensor within twenty-four (24) hours of the occurrence of the event creating the subject emergency.

5. CONSTRUCTION, REPAIR, REPLACEMENT, REMOVAL, MAINTENANCE, AND OPERATION:

(a) All work performed on the Licensed Real Estate by Licensee in connection with the construction, repair, replacement, removal, maintenance, or operation of the Path shall be done in accordance with the customary and normal standards in the industry.

(b) Prior to the commencement of any work in connection with the construction, repair, replacement, removal, maintenance, or operation of the Path where it passes on the Licensed Real Estate, Licensee shall submit to Licensor plans setting out the materials and specifications, method and manner of handling the work, including the shoring and cribbing, if any, required to protect Licensor's operations, and shall not proceed with the work until such plans have been approved by Licensor, provided that such approval shall not be unreasonably withheld or delayed.

6. NOTICE OF COMMENCEMENT OF WORK: If an emergency should arise requiring immediate attention and entry upon the Licensed Real Estate, Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, Licensee shall notify Licensor at least ten (10) days (or such other time as Licensor may allow) in advance of the commencement of any work upon the Licensed Real Estate in connection with the construction, replacement, removal, maintenance, or operation of the Path. All such work shall be prosecuted diligently to completion. Licensee shall notify Licensor of the completion of any work undertaken on the Path.

7. REINFORCEMENT OR REMOVAL OF PATH:

(a) The license herein granted is subject to the needs and requirements of Licensor in the operation, improvement, and use of its real estate as a conservation area.

(b) All the terms, conditions, and stipulations herein expressed with reference to the Path on the Licensed Real Estate shall, so far as the Path remains on the Licensed Real Estate, apply to the Path as modified, repaired, replaced, or removed within the contemplation of this Paragraph.

8. NO INTERFERENCE WITH LICENSOR'S OPERATION: The Path and all parts thereof within and outside the limits of the Licensed Real Estate shall be constructed and at all times maintained, repaired, replaced, removed, and operated in such manner as to cause no undue delay or unreasonable interference with the constant, continuous, and uninterrupted use of the land and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

9. RELOCATION OF PATH: Licensee acknowledges that Licensor may at any time construct, maintain, repair, replace, remove, use, operate, change, modify, and relocate any trail or trails or other improvements situated on the surface of the Licensed Real Estate at Licensor's costs so long as they do not interfere with the license hereby granted to Licensee. Licensee shall, at its sole cost and expense, take all necessary steps to protect the Path from and against the effects of such actions by Licensor.

10. CLAIMS AND LIENS FOR LABOR, MATERIAL, AND TAXES:

(a) Licensee shall fully pay for all materials affixed to and labor performed upon the Licensed Real Estate in connection with the construction, repair, replacement, removal, maintenance, modification, or reconstruction of the Path and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Licensed Real Estate for any work done or materials furnished thereon at the instance or request on behalf of Licensee. Licensee shall indemnify and hold harmless Licensor against and from any and all liens, claims, demands, costs, and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

(b) Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of the Path, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges and assessments levied upon

or in respect to the Path on the Licensed Real Estate shall not be increased because of the location, construction, or maintenance of the Path or any improvement, appliance, or fixture connected therewith placed upon the Licensed Real Estate, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensors, then Licensee shall pay to Licensors an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensors as compared with the entire value of such property, as shall be reasonably determined by Licensors.

11. PERMITS OR CONSTRUCTION OF THE PATH: Licensee shall, prior to the commencement of any work on the Licensed Real Estate, obtain any and all permits required from any and all competent authorities and shall provide proof of said permit or permits to Licensors. Licensee agrees to indemnify and hold Licensors harmless from any penalties, whether civil or penal in nature, which may be assessed against Licensors as a result of a failure by Licensee to obtain any and all necessary permits for the activities contemplated in this License Agreement.

12. RESTORATION OF LICENSOR'S PROPERTY: In the event Licensors authorizes Licensee to move or take down any fence or structure or equipment of Licensors or in any manner to move or disturb any of the other land or facilities of Licensors in connection with the construction, repair, replacement, removal, maintenance, modification, or reconstruction of the Path, Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence, structure, equipment, and other property to the same condition as the same were in prior to such work.

13. INDEMNITY:

(a) As used in this Paragraph, "Licensors" includes Licensors's trustees, officers, directors, agents, volunteers, invitees, and employees. The term "Loss," includes all losses, damages, claims, demands, actions, causes of action, penalties, costs, and expenses of any nature

whatsoever, including attorneys' fees and court costs, which may result from: (1) injury to or death of any persons whomsoever (including the trustees, officers, directors, agents, volunteers, invitees, and employees of Licensor and Licensee), and/or (2) damage to or loss or destruction of any property whatsoever (including Licensee's property, damage to any trail, equipment, or other property of Licensor, or property in Licensor's care or custody), except to the extent that any such Loss is caused by the gross negligence or willful acts of Licensor, or its contractors and/or agents.

(b) Licensee agrees to indemnify and hold harmless Licensor from any Loss which to any extent is due to or arises from:

(1) The prosecution of any work contemplated by this License Agreement, including the installation, construction, repair, replacement, removal, maintenance, or reconstruction, of the Path by Licensee or any part thereof;

or

(2) The presence, operation, or use of the Path or contents escaping therefrom.

14. WAIVER OF BREACH: The waiver of Licensor or Licensee's breach of any condition, covenant, or agreement contained herein shall in no way limit or restrict the right of Licensor to avail itself of any remedy for any prior or subsequent breach hereof.

15. INSURANCE:

(a) Licensee, at its sole cost and expense, shall provide a policy or policies of insurance for public liability, having a minimum limit of liability for personal injury and property damage of TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS per occurrence, for all claims of any nature arising from Licensee's exercise of its rights hereunder. Licensor shall be designated therein as an Additional Insured. Throughout the term of the license hereby granted, Licensee shall provide Licensor with current certificates of insurance or other satisfactory evidence that premiums have been paid for said policy or policies issued by a solvent and reputable resident or

surplus insurance company acceptable to Licensor and authorized to issue such policies on risks arising in the state of Illinois. Failure of the Licensor to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Licensor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

(b) In addition to Licensee's insurance obligations set forth above, and at no cost to the Licensor, Licensee shall require any contractor(s) or subcontractor(s) performing any of the work contemplated by this License Agreement to obtain and keep in full force and effect for so long as any claim relating to the work may be asserted, comprehensive general liability and property damage insurance written to include the coverages and for not less than the minimum limits, or greater if required by law, as provided in **Exhibit B** attached hereto and incorporated herein by reference, and to otherwise comply with all other requirements set forth therein. Licensee shall similarly require any contractor(s) or subcontractor(s) performing any of the work contemplated by this License Agreement to defend, indemnify and hold harmless Licensor in accordance with and as more fully set forth in Subsection E of Exhibit B attached hereto.

16. LICENSEE'S DUTY OF CARE: Throughout the term of the license hereby granted, Licensee shall exercise the utmost care and caution for the protection of the property of Licensor and for the safety of any and all persons present upon Licensor's land and utilize its property.

17. HAZARDOUS MATERIALS: No explosives or flammable or hazard materials of any kind shall be transported across, brought upon, or stored or deposited on, the Licensed Real Estate (except as needed for vehicles or equipment needed to perform the work contemplated by this License Agreement, provided that Licensee and its contractors shall be liable for any damage to or contamination of the Licensed Real Estate resulting from such activity or use). As used in

this License Agreement, “Hazardous Materials” means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as "hazardous substances" pursuant to Section 1251 et. seq. (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. (42 U.S.C. Section 6903), or (vi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq. (42 U.S.C. Section 9601) or any other applicable environmental law.

18. TERMINATION: If Licensee does not use the rights herein granted or the Path for thirty-six (36) months, or if Licensee fails to commence curing the default in the performance of any covenant or agreement herein contained within thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its option, immediately terminate this License Agreement and the license hereby granted by written notice. Notice of default and notice of termination of the license hereby granted may be served upon Licensee by mailing to the address of Licensee specified in Paragraph 20. Termination of this License Agreement and the license hereby granted for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

19. NOTICES: Any and all notices required or permitted hereunder shall be given in writing and shall be forwarded by facsimile or mailed by certified United States mail, return receipt requested or delivered by overnight courier to the parties hereto as follows:

If to the District: **MCHENRY COUNTY CONSERVATION DISTRICT**
18410 U.S. Highway 14
Woodstock, Illinois 60098
Attn: Executive Director
Fax: (815) 334-2877

And a copy to: Andrew S. Paine
Tressler LLP
233 S. Wacker Drive, 61st Floor
Chicago, IL 60606
apaine@tresslerllp.com

If to the Village: **VILLAGE OF ALGONQUIN**
2200 Harnish Drive
Algonquin, Illinois 60102
Attn: Village Manager
Fax No.: (847) 658-4564

And a copy to: Kelly A. Cahill
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014
(815) 459-2050
kcahill@zrfmlaw.com

Any notice forwarded by facsimile shall be effective upon confirmation of receipt, any notice forwarded by certified mail shall be effective upon its posting and any notice forwarded by courier shall be effective upon receipt.

20. APPLICABLE LAW: This License Agreement shall be construed in accordance with the laws of the State of Illinois.

21. PRIOR AGREEMENTS: This License Agreement shall supersede and all prior agreements on this subject matter, whether written or oral, between the parties hereto and may only be amended by written instrument executed by both Licensors and Licensees or their authorized agents.

22. GENDER: Whenever used herein, the masculine shall include the feminine, feminine shall include masculine, the singular shall include the plural, and the plural shall include the singular.

23. SUCCESSORS AND ASSIGNS: This License Agreement shall be binding upon the parties hereto and their respective successors and assigns provided, however, that neither party hereto shall assign any interest herein or hereunder without the prior written consent and approval of the other party first had and any such assignment, without said prior written consent, shall be null and void and absolutely of no force or effect.

24. COUNTERPARTS, FACSIMILE OR .PDF SIGNATURES: This License Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and all said counterparts together shall be deemed to be a single instrument. Copies of any signature hereto shall, upon its transmission of either party hereto, be fully binding and enforceable as an original for the purposes hereof.

IN WITNESS WHEREOF, Licensors and Licensee have caused this License Agreement to be executed on the day and year first above written at Woodstock, Illinois.

**MCHENRY COUNTY CONSERVATION
DISTRICT**

VILLAGE OF ALGONQUIN

By: _____
Vern Scacci, President
Board of Trustees

By: _____
Tim Schloneger, Village Manager

Attest: _____
Carolyn Campbell, Secretary
Board of Trustees

Attest: _____
Gerald Kautz, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Vern Scacci and Carolyn Campbell, the President and Secretary of the McHenry County Conservation District, a conservation district organized and existing under the laws of the State of Illinois, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the District, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2020.

NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tim Schloneger and Gerald Kautz, the Village Manager and Clerk of the Village of Algonquin, Illinois, a municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village Manager and Clerk appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2020.

NOTARY PUBLIC

(SEAL)

EXHIBIT A TO LICENSE AGREEMENT

LICENSED REAL ESTATE

THAT PART OF THE 100.00 FOOT STRIP OF LAND OF THE FORMER AND ABANDON CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCHENRY COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF ALGONQUIN INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 28, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1966 AS DOCUMENT NO. 465704;

THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION (ALSO BEING THE WESTERLY LINE OF SAID FORMER AND ABANDON CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY) HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 28 DEGREES 40 MINUTES 52 SECONDS WEST A DISTANCE OF 300.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 28 DEGREES 40 MINUTES 52 SECONDS WEST, 152.00 FEET; THENCE NORTH 61 DEGREES 19 MINUTES 08 SECONDS EAST, 60.00 FEET; THENCE SOUTH 28 DEGREES 40 MINUTES 52 SECONDS EAST, 152.00 FEET; THENCE SOUTH 61 DEGREES 19 MINUTES 08 SECONDS WEST, 60.00 FEET TO THE POINT OF BEGINNING.

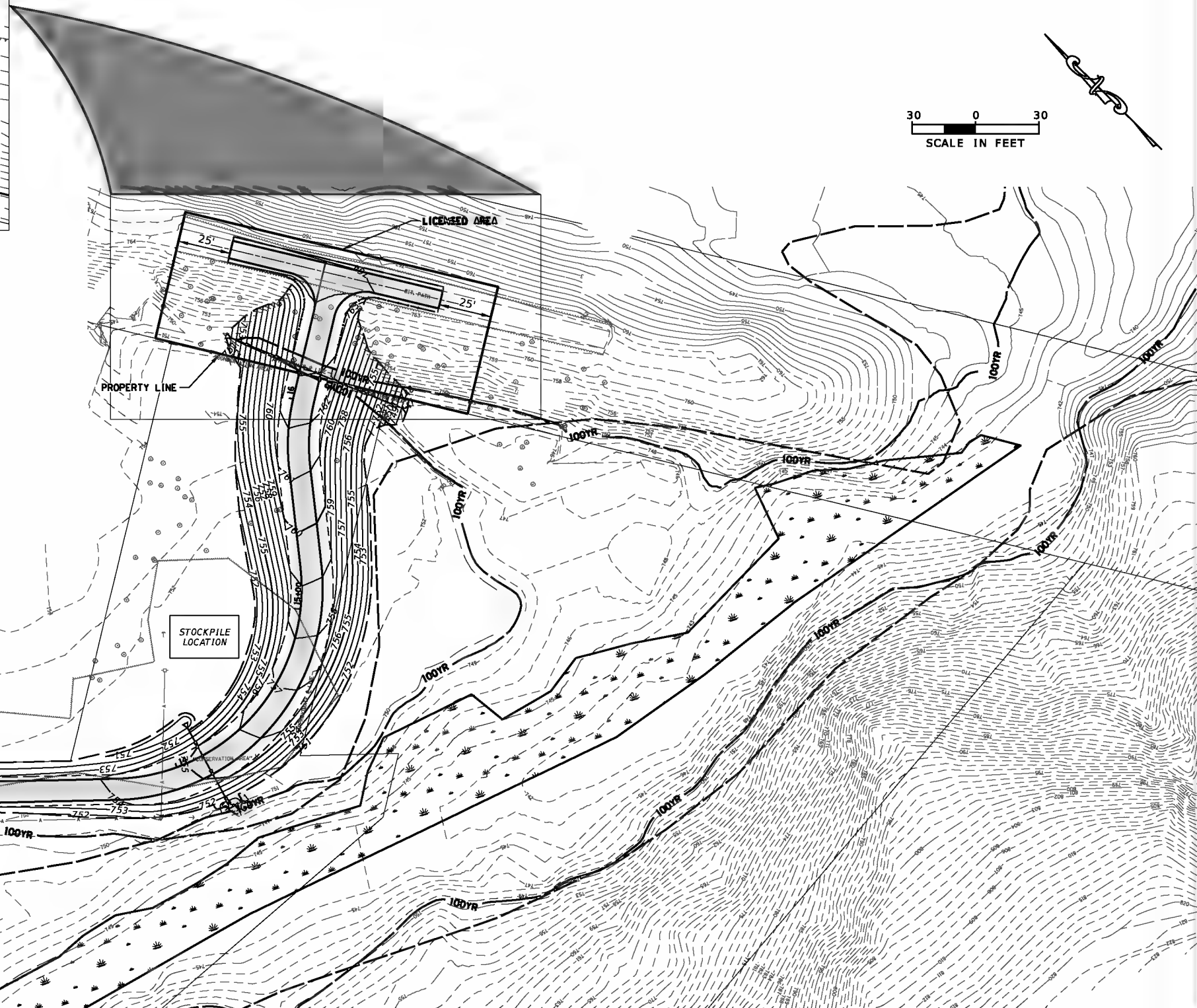


EXHIBIT B TO LICENSE AGREEMENT
CONTRACTOR INSURANCE REQUIREMENTS

As used herein, “Company” shall mean any contractor(s) or subcontractor(s) working upon the Licensed Real Estate described in the License Agreement and “Owner” shall mean the McHenry County Conservation District.

Company shall obtain and maintain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Company shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any insurance or self-insurance maintained by the District shall be excess of Company’s insurance and shall not contribute with it.

B. Business Auto and Umbrella Liability Insurance

If applicable, Company shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, Company shall maintain workers compensation and employer’s liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Company waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Company's use of the premises.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to entering upon or performing any work on Owner's property, Company shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

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

Owner shall have the right, but not the obligation, of prohibiting Company from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Company shall provide certified copies of all insurance policies required above within 10 days of Owners' written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Company's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Company may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

E. Indemnification

Company shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this lease; (ii) any act, omission wrongful act or negligence of Company or any of Company's subtenants or licensees (if applicable), or the partners, directors, officers, agents, employees, invitees or contractors of Company or Company's subtenants or licensees; (iii) any accident, injury or damage whatsoever occurring in or at the premises regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Company shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Company's breach of any of its obligations under, or Company's default of, any provision of its contract with the Village of Algonquin.

EXHIBIT E TO INTERGOVERNMENTAL AGREEMENT

SPECIAL WARRANTY DEED

MAIL TO:

Michael J. Smoron
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014

SEND TAX BILLS TO:

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

THE GRANTOR, **McHENRY COUNTY CONSERVATION DISTRICT**, a conservation district organized and existing under the laws of the State of Illinois, County of McHenry, State of Illinois for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, CONVEYS and WARRANTS to GRANTEE, **VILLAGE OF ALGONQUIN, an Illinois municipal corporation**, of the Counties of McHenry and Kane, State of Illinois, all interest in the following described Real Estate situated in the County of McHenry, in the State of Illinois, to wit:

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 19-28-451-017; 19-28-451-018; and 19-28-476-009

Address of Real Estate: Vacant Property, Algonquin, Illinois

SUBJECT TO: DECLARATION OF RESTRICTIVE COVENANTS.

IN WITNESS WHEREOF, GRANTOR has caused this Special Warranty Deed to be executed and delivered at Woodstock, Illinois this _____ day of _____, 2020.

McHENRY COUNTY CONSERVATION DISTRICT

By: _____
Vern Scacci, its President

ATTEST:

Carolyn Campbell, its Secretary

STATE OF ILLINOIS, COUNTY OF McHENRY ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Vern Scacci, as President of the Board of Trustees of the McHENRY COUNTY CONSERVATION DISTRICT, and Carolyn Campbell, as Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2020.

_____(Notary Public)

EXHIBIT F TO INTERGOVERNMENTAL AGREEMENT

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (this “Declaration”) is entered into this _____ day of _____, 2020, by the Village of Algonquin, an Illinois municipal corporation (the “Village”).

WHEREAS, the Village has acquired title, and is the sole owner of record, of the property legally described as follows:

PART OF LOTS 3 AND 4 IN BLOCK 4 AND PART OF LOT 3 IN BLOCK 3 IN ALGONQUIN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 4, 1966 AS DOCUMENT NUMBER 465704, ALSO PART OF VACATED ARMSTRONG STREET (VACATED PER DOCUMENT NO. 97R014543), BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY LINE THEREOF, 194.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DEDICATED TO THE VILLAGE OF ALGONQUIN FOR PUBLIC STREET PURPOSES PER DEDICATION RECORDED APRIL 2, 1971 AS DOCUMENT NO. 97R014546; THENCE SOUTH 48 DEGREES 45 MINUTES 59 SECONDS WEST ALONG THE NORTHWESTERLY LINE THEREOF, 30.00 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERLY LINE THEREOF, 120.00 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 50 SECONDS EAST ALONG THE SOUTHEASTERLY LINE THEREOF AND SAID LINE EXTENDED, 60.00 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 296.55 FEET TO A LINE 20.0 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE NORTH 63 DEGREES 37 MINUTES 47 SECONDS EAST ALONG SAID PARALLEL LINE, 203.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 26 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 85.00 FEET; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 3 IN BLOCK 3, A DISTANCE OF 181.18 FEET TO THE CENTERLINE OF SAID VACATED ARMSTRONG STREET; THENCE SOUTH 41 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID CENTERLINE, 67.26 FEET TO THE NORTHWESTERLY LINE OF OUTLOT A IN BLOCK 4 IN SAID ALGONQUIN INDUSTRIAL PARK SUBDIVISION; THENCE SOUTH 63 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID LINE, 31.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN BLOCK 4; THENCE NORTH 80 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 637.89 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 44 DEGREES 09 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND LOT 3 IN BLOCK 4, FOR A DISTANCE OF 265.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 IN BLOCK 4; THENCE NORTH 48 DEGREES 45 MINUTES 37 SECONDS EAST

ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 418.53 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PINs: 19-28-451-017, 19-28-451-018 and 19-28-476-009 (the “Subject Property”)

The Village hereby submits the Subject Property to the covenants and restrictions set forth in this Declaration. This Declaration, and the privileges, obligations, and provisions contained herein shall inure to the benefit of the McHenry County Conservation District, a conservation district organized and existing under the laws of the State of Illinois (the “District”), and its successors.

1. Use Restriction: The Subject Property shall be maintained in perpetuity as public open space and no structures or improvements shall be erected on the Subject Property except those consistent with public parks for outdoor recreational activities and/or enjoyment such as a bicycle or pedestrian trail or path; conservation of natural resources and wetlands management; a public facility that is open on all sides and functionally related to a designated open space or recreational use; or a public restroom.

In addition, pursuant to Section 19 of the Conservation District Act, a prohibition is hereby imposed on the development or operation of any new pollution control facility upon the Subject Property, as that term is defined in Section 3.330 of the Environmental Protection Act.

2. Term: This covenant is to run with the land and shall be binding on all parties and their successors and all persons claiming under them, and all public agencies, for a perpetual period from the date these covenants are recorded.

3. Enforcement: Enforcement shall be by proceedings at law or in equity by the District against any person violating or threatening to violate any covenant either to restrain violations or to recover damages. Enforcement may be undertaken by any grantor or grantee in the chain of title, any adjacent property owner adversely affected by any violation or threat to violate this covenant.

VILLAGE OF ALGONQUIN

By: _____
Tim Schloneger, its Manager

ATTEST:

Village Clerk Gerald S. Kautz

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tim Schloneger and Gerald Kautz, the Village Manager and Clerk of the Village of Algonquin, Illinois, a municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village Manager and Clerk appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2020.

NOTARY PUBLIC

(SEAL)



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 Agreement with DK Contractors for the Construction of Maker's Park Bike Path in the Amount of \$237,689.00, 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



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT
BIDDING DOCUMENTS

April 28, 2020

MAKER'S PARK MULTI-USE PATH

County McHenry
Local Public Agency Village of Algonquin
Section Number --
Route Maker's Park Shared Use Trail

1. THIS AGREEMENT, made and concluded the _____ day of _____, _____
Month and Year
between the Village of Algonquin
acting by and through its President and Boards known as the party of the first part, and
DK Contractors, Inc his/their executors, administrators, successors or assigns,
known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.
3. And it is also understood and agreed that the Contract Proposal, Special Provisions, Plans, and Contract Bond hereto attached for the Maker's Park Shared Use Trail, in the Village of Algonquin approved by the Village of Algonquin on May 12th, 2020 are essential documents of this contract and are a part hereof.
4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: The Village of Algonquin

Village Clerk By _____
Party of the First Part

(Seal)

(If a Corporation)

Corporate Name DK Contractors, Inc.

By _____
President Party of the Second Part

(If a Co-Partnership)

Attest: _____
Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part

Contract Bond

Route Maker's Park Trail
County McHenry
Local Agency Village of Algonquin
Section -----

We, _____

a/an) ☐ Individual ☐ Co-partnership ☒ Corporation organized under the laws of the State of Illinois,
as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of _____

_____ Dollars (_____), lawful money of the
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. 2020

PRINCIPAL

<p>_____ (Company Name)</p> <p>By: _____ (Signature & Title)</p> <p>Attest: _____ (Signature & Title)</p>	<p>_____ (Company Name)</p> <p>By: _____ (Signature & Title)</p> <p>Attest: _____ (Signature & Title)</p>
---	---

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. 2020

My commission expires _____
Notary Public (SEAL)

SURETY

<p>_____ (Name of Surety)</p>	<p>By: _____ (Signature of Attorney-in-Fact)</p>
-----------------------------------	--

STATE OF ILLINOIS.

(SEAL)

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. 2020

My commission expires _____
Notary Public (SEAL)

Approved this _____ day of _____, A.D. 2020

Attest:

<p>_____ Clerk</p>	<p>Village of Algonquin (Awarding Authority)</p>
------------------------	--

(Chairman/Mayor/President)

VILLAGE OF ALGONQUIN

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VILLAGE OF ALGONQUIN
NOTICE TO BIDDERS
FOR
MAKER'S PARK MULTI-USE PATH

The Village of Algonquin is now accepting sealed bid proposals for MAKER'S PARK MULTI-USE PATH. Bids will be accepted prior to April 28, 2020 at 10:00am at the William J. Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois, 60102 c/o Michelle Weber.

Time and Place of Bid Opening

Notice is hereby given that the Village of Algonquin, Illinois, will receive sealed bids at the William J. Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois 60102 until April 28, 2020 at 10:00 am for MAKER'S PARK MULTI-USE PATH, at which time the bids will be publicly opened and read. Bid proposals for this project will be considered not only on the basis of cost, but also on past performance, experience and ability to perform the work. The Village of Algonquin reserves the right to accept the bid deemed to be in its own best interest, which is based on all of the above considerations. Bid will be awarded to the lowest responsible bidder determined in the exclusive discretion of the Village Board of Trustees. The Illinois Department of Natural Resources will also need to approve the bid.

Description of Work

The proposed work is officially known as MAKER'S PARK MULTI-USE PATH. The project is described as the construction of a multi-use path consisting of Hot-Mix Asphalt Surface Course and Binder Course, tree removal, topsoil excavation and placement, regrading the existing area, and thermoplastic pavement striping, and all necessary restoration in Algonquin, Illinois, as further described in the contract documents for the said work prepared by Christopher B. Burke Engineering, Ltd. (CBBEL). This project is being funded, in part, with State of Illinois Bike Path Grant Program funding assistance made available through the Illinois Department of Natural Resources. Therefore, at least 50% of the labor hours performed will need to be performed by Illinois Residents. Additionally, MBE and WBE firms are encouraged to bid on this project. It is national policy to award a fair share of contracts to small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Enclosed in the contract documents is the entire IDNR document for the Contractor's use.

VILLAGE OF ALGONQUIN

Availability of Contract Documents

Electronic copies of Plans, Specifications, and Contract Documents may be obtained for free online at www.algonquin.org (at top of page click on "Business" & select "Bids & RFP's", the project will be listed near the bottom of the page).

Bid Security

All bid proposals must be accompanied by a bid bond, certified check, or bank cashier's check payable to the Village of Algonquin for 5% of the amount of the base bid as provided in the Bidding Documents. No proposals or bids will be considered unless accompanied by such bond or check.

Submission Format

Bids shall be made on the forms furnished by the Village and shall be submitted no later than the specified closing time in an opaque sealed envelope addressed to: Village of Algonquin, attention: Deputy Clerk, 2200 Harnish Drive, Algonquin, IL 60102. Envelopes should be clearly marked, "Sealed Bid – MAKER'S PARK MULTI-USE PATH". The bids will be opened at this location and read aloud. The Village of Algonquin reserves the right to reject any or all parts thereof, or waive any formality or technical errors, and to make the award in the best interest of the Village.

Public Works

This contract calls for the construction of a "public works," within the meaning of the Illinois Prevailing Wage Act, 821 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Illinois Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Illinois Department of Labor website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including by not limited to, all wage requirements and notice and record keeping duties." Each bidder shall adopt a written sexual harassment policy in compliance with ILCS 5/2-105 (1992). Bidder agrees to comply with Substance Abuse Prevention on Public Works Projects Act, 820 ILCS265/1 et seq. (2008). As

VILLAGE OF ALGONQUIN

required by the Act, the Bidder agrees to file with the Village, prior to commencing work, its written substance abuse prevention program. It is the responsibility of the vendor/contractor/subcontractor to comply with all applicable provisions of FOIA. The regulations of the State of Illinois Freedom of Information Act (FOIA) 5 *ILCS 140*, apply to all records of the vendor/contractor/subcontractor pertaining to this authorization or contract. When requested by the Village of Algonquin, the vendor/contractor is required to provide all records requested within no more than three (3) business days, at no cost to the Village of Algonquin.

Questions

All questions regarding this project should be directed to Lee M. Fell, Christopher Burke Engineering, Ltd. at 847-823-0500.

This Notice to Bidders is issued this April 8, 2020.

By: Tim Schloneger, Village Manager

VILLAGE OF ALGONQUIN

BID INSTRUCTIONS

FOR

MAKER'S PARK MULTI-USE PATH

Instructions to Bidders on Filling out Forms:

1. The Bid Proposal must be signed by an authorized agent. The unit price(s), amount(s), date of signature, and any other relevant information must be stated.
2. The BIDDER'S Certification Form must be signed by an authorized agent. The date, notary public seal, and any other relevant information must be properly filled out.
3. The Bid Security must be signed by an authorized agent. The date, notary public seal, and any other relevant information must be properly filled out.
4. The Performance Reference Form must be properly filled out. The Village requires that bidder provide at least three (3) references from projects performed by the bidder that are similar in scope, cost, and schedule. References provided shall be the project owner's key contact for the referenced project.
5. The BIDDER'S Non-Collusion Certificate must be signed by an authorized agent. The date, notary public seal, and any other relevant information must be properly filled out.
6. The BIDDER'S Non-Conflict Certificate must be signed by an authorized agent. The date, notary public seal, and any other relevant information must be properly filled out.

**IF THESE SIX ITEMS ARE NOT PROPERLY FILLED OUT AND SUBMITTED WITH
BID PRIOR TO THE ESTABLISHED DEADLINE, THE BID MAY BE REJECTED**

VILLAGE OF ALGONQUIN

BID PROPOSAL

FOR

MAKER'S PARK MULTI-USE PATH

ITEM NO.	DESCRIPTION	UNIT OF MEAS.	QTY	UNIT PRICE	TOTAL PRICE
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	110	23	2,530
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	85	37	3,145
20101100	TREE TRUNK PROTECTION	EACH	10	101	1,010
*20101200	TREE ROOT PRUNING	EACH	10	95	950
20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	5	42	210
20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	5	116	580
20200100	EARTH EXCAVATION (CLAY, RE-SPREAD ON SITE)	CU YD	40	13	520
20200100	EARTH EXCAVATION (CLAY, HAUL OFF SITE)	CU YD	40	32	1,280
20200100	EARTH EXCAVATION (TOPSOIL, HAUL OFF SITE)	CU YD	200	34	6,800
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	160	18	2,880
*20400800	FURNISHED EXCAVATION	CU YD	3100	16	49,600
*20800150	TRENCH BACKFILL, SPECIAL	CU YD	75	25	1,875
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	200	4	800
*21101505	TOPSOIL EXCAVATION AND PLACEMENT (6")	CU YD	350	35	12,250
25100630	EROSION CONTROL BLANKET	SQ YD	2250	4	9,000

VILLAGE OF ALGONQUIN

28000400	PERIMETER EROSION BARRIER	FOOT	1750	4	7,000
30300108	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	160	44	7,040
35102000	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	940	24	22,560
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	15	21	315
*40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	135	169	22,815
*40604010	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, MIX "D", N50	TON	80	173	13,840
40800029	BITUMINOUS MATERIALS (TACK COAT)	POUND	600	1	600
42400800	DETECTABLE WARNINGS	SQ FT	20	48	960
*44000500	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT, SPECIAL	FOOT	25	105	2,625
*54213663	PRECAST REINFORCED CONCRETE FLARED END SECTION W/ GRATE, 18"	EACH	2	1,513	3,026
*54213669	PRECAST REINFORCED CONCRETE FLARED END SECTION W/ GRATE, 24"	EACH	2	1,725	3,450
550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	50	55	2,750
550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	95	83	7,885
67100100	MOBILIZATION	L. SUM	1	15,717	15,717
72000100	SIGN PANEL - TYPE 1	SQ FT	40	34	1,360
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1400	1	1,400
*NA	AS-BUILT DRAWINGS	L. SUM	1	2,507	2,507
*NA	BOLLARDS	EACH	1	1,689	1,689
*NA	CONSTRUCTION LAYOUT	L. SUM	1	2,507	2,507

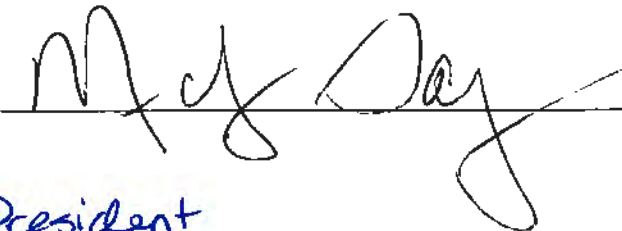
VILLAGE OF ALGONQUIN

*NA	SEEDING (SPECIAL)	SQ YD	2250	2	4,500
*NA	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	75	15	1,125
*NA	TIMBER FENCE	FOOT	125	121	15,125
*NA	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L. SUM	1	2,111	2,111
*NA	TUBULAR TRAFFIC SIGN POST	EACH	8	169	1,352
TOTAL PRICE: \$ 237,689.00					

Written Out Grand Total:

Two Hundred Thirty Seven Thousand, Six Hundred Eighty Nine Dollars

Contractor: DK Contractors, Inc.

Signature:  Date: 4/28/20

Title: President

VILLAGE OF ALGONQUIN

BID CERTIFICATION **FOR** **MAKER'S PARK MULTI-USE PATH**

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.

Micky Day, being duly sworn, deposes and say that he/she is the
President of DK Contractors, Inc and that the statement above is true
and correct.

Dated this 28 Day of April, 2020.

By: [Signature]
(Signature)
Its: President
(Title)

Subscribed and sworn before me this 28 day of April, 2020
[Signature]
Notary Public
JAMES A. DAY
NOTARY
PUBLIC

VILLAGE OF ALGONQUIN

BID SECURITY
FOR
MAKER'S PARK MULTI-USE PATH

LEFT BLANK INTENTIONALLY

ORIGINAL BID BOND TO BE LOOSE WITHIN BID ENVELOPE

STAPLE A COPY OF BID BOND IN THIS LOCATION

VILLAGE OF ALGONQUIN

BID PERFORMANCE REFERENCES **FOR** **MAKER'S PARK MULTI-USE PATH**

Company Name: IMEG Corporation
Address: 4850 Grand Avenue
City & State: Guinnee, IL 60031
Telephone Number: 847-336-7100
Contact Person: Harlan Doland
Title/Position: Vice President
Contact Email: harlan.m.doland@imegcorp.com

Company Name: Gewalt Hamilton Associates
Address: 625 Forest Edge Drive
City & State: Vernon Hills, IL
Telephone Number: (847) 489-9700
Contact Person: Mike Shrake
Title/Position: President
Contact Email: mshrake@gha-engineers.com

Company Name: Manhard Consulting
Address: One Overlook Point
City & State: Lindbush, IL
Telephone Number: (847) 634-5550
Contact Person: Pat Wendricks
Title/Position: Engineer
Contact Email: pwendricks@manhard.com

VILLAGE OF ALGONQUIN

BID ADDENDA NOTICE
FOR
MAKER'S PARK MULTI-USE PATH

LEFT BLANK INTENTIONALLY

INSERT ADDENDA IN THIS LOCATION IF RECEIVED PRIOR TO BID OPENING

ADDENDUM #1
Village of Algonquin
Maker's Park Multi-Use Path
Date: April 15, 2020

I acknowledge the receipt of Addendum #1 for the above referenced project:

Signed: 
DK Contractors, Inc.
Name of Company

ADDENDUM #1
Village of Algonquin
Maker's Park Multi-Use Path
Date: April 15, 2020

Modification No. 1

When repaving the existing trail, the trail shall be left in such a condition that it may remain open for use over the course of any weekends that could potentially be impacted (End of business Friday through Monday morning).

Modification No. 2

A representative of the Illinois Department of Natural Resources (IDNR) would like to be present to approve the construction layout staking prior to construction beginning. IDNR will need at least 72 hours notice to be on site. Please replace Pages 70 & 71 in the Spec Book with the relevant attachments here.

****Please note that the bid opening date has not changed from April 218, 2020 at 10:00 a.m. at the William J. Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois 60102**

Please acknowledge the receipt of this addendum by signing and returning the attached form to Michelle Weber. Additionally, Addendum #1 shall be attached to the bid. If Addendum #1 is not attached to the bid, the bid may be disqualified. Email to Michelle Weber, Village of Algonquin, at mweber@algonquin.org.

ADDENDUM #2
Village of Algonquin
Maker's Park Multi-Use Path
Date: April 22, 2020

I acknowledge the receipt of Addendum #2 for the above referenced project:

Signed: 

Name of Company

ADDENDUM #2
Village of Algonquin
Maker's Park Multi-Use Path
Date: April 22, 2020

Modification No. 1

The detail for TIMBER FENCE on Page 6 of the plans has been revised. Please replace Page 6 in the plan set with the attached sheet here.

****Please note that the bid opening date has not changed from April 28, 2020 at 10:00 a.m. at the William J. Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois 60102**

Please acknowledge the receipt of this addendum by signing and returning the attached form to Michelle Weber. Additionally, Addendum #2 shall be attached to the bid. If Addendum #2 is not attached to the bid, the bid may be disqualified. Email to Michelle Weber, Village of Algonquin, at mweber@algonquin.org.

VILLAGE OF ALGONQUIN

NON-COLLUSION CERTIFICATION **FOR** **MAKER'S PARK MULTI-USE PATH**

By Submission of this proposal, the Bidder Micky Day certifies,
Name of Bidder

That (s)he is President of DK Contractors, Inc. and,
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 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 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 he has not participated, and will not participate in any action contrary to (1-4) above.

VILLAGE OF ALGONQUIN

BID ADDENDA NOTICE
FOR
MAKER'S PARK MULTI-USE PATH

LEFT BLANK INTENTIONALLY

INSERT ADDENDA IN THIS LOCATION IF RECEIVED PRIOR TO BID OPENING

VILLAGE OF ALGONQUIN

NON-CONFLICT OF INTEREST STATEMENT **FOR** **MAKER'S PARK MULTI-USE PATH**

I certify that neither I nor any member of my immediate family has a material personal or financial relationship with any Bidder, or to a direct competitor of any Bidder under consideration by this proposal evaluation committee. I further certify that no other relationship, bias or ethical conflict exists which will prevent me from evaluating any proposal solely on its merits and in accordance with the Bid's evaluation criteria.

Furthermore, I agree to notify the Village of Algonquin if my personal or financial relationship with one of the Bidders is altered at any time during the evaluation process. If I am serving as the Procurement Officer of record, I agree to advise my supervisor of any changes that could appear to represent a conflict of interest.

Name:

Micky Dan
(Print)

(Signature)



Title:

President

Date:

4/28/2020

Department/Agency

DK Contractors, Inc.

VILLAGE OF ALGONQUIN

BIDDING CONDITIONS

Definitions.

The term "VILLAGE" whenever used in the contract documents shall be construed to mean the Village of Algonquin, Illinois and any action required to be taken by the "Village", unless otherwise specified, shall be taken by the Village Public Works Director or his designee(s).

The term "ENGINEER" whenever used in the contract documents shall be construed to mean the Village Engineer of the Village of Algonquin or the appointed representative.

The term "BIDDER" whenever used in the contract documents shall be construed to mean any person or firm submitting a bid to the VILLAGE or its appointed representative.

The term "CONTRACTOR" whenever used in the contract documents shall be construed to mean any person or firm having a contract with the VILLAGE for the work so specified or its appointed representative.

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SELECTIVE
BE UNIQUELY INSUREDSM

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890 **Bond No. B 1229513**
973-948-3000

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Andy Condon**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Two Hundred Fifty Thousand Dollars (\$250,000.00)**

Signed this 19th day of April, 2020

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 19th day of April, 2020 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn, did, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
Notary Public of New Jersey
My Commission Expires 6/2/2021

Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 19th day of April, 2020

Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY

VILLAGE OF ALGONQUIN

BIDDING CONDITIONS

Definitions.

The term "VILLAGE" whenever used in the contract documents shall be construed to mean the Village of Algonquin, Illinois and any action required to be taken by the "Village", unless otherwise specified, shall be taken by the Village Public Works Director or his designee(s).

The term "ENGINEER" whenever used in the contract documents shall be construed to mean the Village Engineer of the Village of Algonquin or the appointed representative.

The term "BIDDER" whenever used in the contract documents shall be construed to mean any person or firm submitting a bid to the VILLAGE or its appointed representative.

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The term "Standard Specification" whenever used in this document shall be construed to mean the "Standard Specifications for Road and Bridge Construction" and "Supplemental Specifications and Recurring Special Provisions", dated April 1, 2016 the "Standard Specifications for Traffic Control Items"; the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect; all issued by the State of Illinois, Department of Transportation as well as the Village of Algonquin Standard Details & Specifications for Estimating and Construction.

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The term "Public Works" means any fixed work construction or improvement for the State of Illinois or the Village of Algonquin if that fixed work construction or improvement is funded or financed in whole or in part with State or Village funds or funds administered by the State of Illinois.

VILLAGE OF ALGONQUIN

The term "Project and or Work" means the entirety of the work intended to be performed pursuant to the contract documents.

The term "Progress Schedule" shall mean the schedule, prepared and maintained by CONTRACTOR, which describes the sequence and duration of the work activities necessary to accomplish the work within the contract times.

The term "Project Manager" means the VILLAGE's representative for matters involving the project.

The term "Provide" shall mean furnish, install and pay for.

The term "Schedule of Values" shall mean that schedule prepared and maintained by CONTRACTOR which allocates portions of the contract price to various portions of the work and used as the basis for reviewing CONTRACTOR's applications for payment.

The terms "Statute," "Law," "Regulation," "Code," and "Ordinance," shall be deemed to include all revisions, amendments, and supplements in effect as of commencement of the work, or subsequently enacted anytime during the progress of the work.

The term "Subcontractor" is defined as having a contract with the CONTRACTOR for the performance of any portion of the work and any subcontractor having a contract with any lower tiered subcontractor.

The term "Substantial Completion" means the stage whereby the work, or a designated portion thereof, is complete, operable and accessible in accordance with the contract documents so that the VILLAGE can fully occupy or use the project or the designated portion for its intended purpose without interruptions, and for which only minor or inconsequential punch list items need to be completed.

The term "Final Acceptance" means the stage whereby the project is completed with no work (original, extra, or punchlist) remaining on the project, all regulatory authority approvals have been received, and the VILLAGE has issued the "Start of Maintenance" certificate.

Preparation of Bid

The BIDDER shall prepare proposal on the attached proposal forms furnished by the VILLAGE. Do not detach any portion of this document. Invalidation could result.

All blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly completed in ink or type written. All signatures must be completed in ink.

The total bid amount is to be shown in both words and figures where indicated. In case of a discrepancy between words and figures, the words shall prevail, unless it clearly appears in the VILLAGE'S opinion that the words rather than the figures are in error. BIDDERS are warned

VILLAGE OF ALGONQUIN

against making any erasures or alterations of any kind, and Proposals which contain omissions, erasures, conditions, alterations, or additions not called for may be rejected.

If BIDDER is a corporation, the President and Secretary shall execute the bid and the corporate seal shall be affixed. In the event this bid is executed by other than the President, attach hereto a certified copy of that section of corporate by-laws or other authorization by the corporation which permits the person to execute the offer for the corporation.

If BIDDER is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the VILLAGE shall be submitted.

Bid Security

All bids shall be accompanied by a bid security in the amount of 5% of the base bid amount. Bid securities shall be in the form of a bid bond, a certified check or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of Algonquin. All bids not accompanied by the proper bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsible BIDDERS will be returned within fourteen (14) calendar days after the opening of the bid. The bid security of the successful BIDDER will be returned by the VILLAGE after receipt and acceptance of a satisfactory performance bond and execution of the contract. The remaining bid securities of each BIDDER will be returned within fourteen (14) calendar days after the VILLAGE Board or Trustees has awarded the contract and the contract is fully signed by all parties.

Submission of Bid

All bids must be delivered to the William J. Ganek Municipal Center by the specified opening time of the bid. Bids arriving after the specified time will not be accepted. Mailed bids arriving after the specified time will not be accepted regardless of post marked time on the envelope and will be returned unopened.

All bids should be submitted in a sealed opaque envelope. The envelope must be clearly marked with the project name, contract number, and with: BIDDER'S name, address, bid opening location, date and time. In the event that the Village prematurely opens one or more of the proposals, due to improper labeling or otherwise, the proposal will be re-sealed and handled in the same manner as other Bid Proposals received.

Withdrawal of Bid

BIDDERS may withdraw or cancel their proposals at any time prior to the advertised bid opening time by signing a request obtained from the Village Clerk. Telephone requests to withdraw a bid will not be considered. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days. The successful BIDDER shall not withdraw or cancel its proposal after having been notified by the VILLAGE that said bid has been accepted by the Village Board.

VILLAGE OF ALGONQUIN

Disqualification of Bid

The following will be cause for disqualification of bids:

Bids exceed monies available for the intended work;

Failure to submit bid security or surety;

Failure to offer to meet specified delivery or performance schedules;

Failure to price out the bid in conformance to the required format; or qualification of price to protect the BIDDER from unknown future market conditions;

Rights of the VILLAGE limited under any contract clause;

Reasonable basis to suspect either conflict of interest or collusion among BIDDERS;

BIDDER fails to submit required information, literature, or affidavits with bid;

Late bids;

Failure of any authorized person to sign any required forms or to sign the bid; and

BIDDER is prohibited by local, state or federal law from entering into public contracts.

Consideration of Bid

The VILLAGE shall accept the bid of the lowest responsible BIDDER on the basis of the bid that is in the best interest of the VILLAGE to accept. In awarding the contract, in addition to price, the VILLAGE shall consider the following:

Nature and extent Bidder's experience and efficiency with projects of similar size and character

The ability, capacity, and skill of the BIDDER to perform the contract to provide the service required;

Whether the BIDDER can perform the contract or provide the service promptly, or within the time specified, without delay or interference based on the quality of performance of previous contracts of services;

The previous and existing compliance by the BIDDER with laws and ordinances relating to the contract or service;

The ability to obtain required payment and performance bonds;

The quality, availability, and adaptability of the supplies or contractual services to the particular use required;

Whether the BIDDER has a place of business in the VILLAGE;

Ability to work cooperatively with the VILLAGE and its administration based on references from other government agencies;

Past records of the BIDDER'S transaction with the VILLAGE or with other entities as evidence of the BIDDER'S responsibility, character, integrity, reputation, judgment, experience, efficiency, and cooperativeness. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the VILLAGE upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said VILLAGE, or that has failed to perform faithfully any previous contract with the VILLAGE.

VILLAGE OF ALGONQUIN

Rejection of Bid

The VILLAGE may reject any and all bids, and may order a re-advertisement for new bids or waive the competitive bid process.

The VILLAGE reserves the right to accept or reject any and all proposals or disregard any formality or technical errors, when in its opinion the best interest of the VILLAGE will be served by such action.

The bid shall be awarded to the lowest responsible BIDDER who submits a responsive bid that is most advantageous to the public. Written notification of award of contract will be mailed to the lowest responsible BIDDER within ten (10) calendar days after approval of contract by the Village Board of Trustees.

Failure on the part of the successful BIDDER to execute a contract within fifteen (15) calendar days of its receipt and provide an acceptable performance bond and payment bond shall be considered just cause to withdraw the award. In such case the bid security shall be forfeited as liquidated damages and not as a penalty.

Protest of Bid

In addition to the requirements of this bid document any BIDDER wishing to file a protest regarding the bid process may do so by giving written notice to the VILLAGE no later than seven (7) calendar days of the closing time and date of bid submissions. Any such notice should include the title of the section in protest, the closing date, and the nature of the protest. Any disputes concerning a question of fact under this bid shall be decided by the VILLAGE, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith.

Non-Collusion

The BIDDER, shall by offering his/her signature on the Non-collusion statement form, agrees to the following: "BIDDER certifies: that this bid is made without any previous understanding, agreement or connection with any person or firm or corporation making a bid for the same item and is in all respect fair, with outside control, collusion, fraud or other illegal action." Identical bids may be reported to the Justice Department, in conformance to the President's Executive Order No. 10936, 26 F.R. 3555 (1961), and to local or state investigative bodies.

No Conflict of Interest

The BIDDER, shall by offering his/her signature on the No Conflict of Interest statement form, agrees that no conflict of interest issues exist at the submission of this proposal. In addition, non-conflict of interest statements must also be provided for any sub-consultant.

Unit Prices and Quantities

Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

VILLAGE OF ALGONQUIN

Lump Sum & Schedule of Values

Estimates of lump-sum contracts shall be based on a schedule of values by dividing each such item into its appropriate component parts together with a quantity and a unit price for each part so that the sum of the products of prices and quantities will equal the contract price for the item. The schedule of values shall be made available to VILLAGE within seven (7) calendar days of notice to BIDDER if requested.

Addenda

If a written addendum is issued, a copy of such addendum will be issued by, Email, fax transmittal, first-class mail, or overnight delivery to all holders of bid documents known to the VILLAGE. It is the BIDDER's responsibility to ascertain that they have received all addenda issued to the bidding documents prior to submitting their bids. BIDDER's must provide written acknowledgment of receipt of each addendum issued with their bid submission. The information shall also be placed on file and be made available to the public per the Freedom of Information Act. No addenda shall be issued less than two (2) business days ahead of the scheduled bid opening date & time.

Project Conditions

The BIDDER acknowledges that, prior to submission of its bid, it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated, confirmed, verified as correct and satisfied itself as to the general and local conditions which can affect the work or its costs, including but not limited to (1) location and load capacity of existing roadways, utilities, corresponding pavement, shoulders, curb and gutter, sanitary sewer, storm sewers, and water main, bearing upon transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather, river stages, or similar physical conditions at the site; (4) the conformation and conditions of the ground and existing detention ponds; (5) the character of equipment and facilities needed prior to and during work performance; (6) subsurface conditions at the site of work; (7) the quantities and qualities of all materials, equipment, and labor set forth in bid proposal, plans, drawings, and specifications that are necessary to complete all of the work as required under the contract documents; and (8) the location, condition, compatibility, configuration of all existing utilities and infrastructure. The BIDDER also acknowledges that it has verified as correct, confirmed, and satisfied itself as to the character, quality, and quantity of surface and subsurface materials, obstacles or conditions to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done, if any, as well as from the drawings, plans, and specifications made part of the bidding documents. The BIDDER further acknowledges that it has reviewed, investigated, confirmed, verified as correct, and satisfied itself as to the geotechnical report. Any failure of the BIDDER to take the actions described and acknowledged in this paragraph will not relieve the BIDDER from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the VILLAGE. ENGINEER and VILLAGE assume no responsibility for any conclusions or interpretations made by the BIDDER based on information made available by the ENGINEER or the VILLAGE of the project. Nor do the VILLAGE or ENGINEER assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers, agents or employees

VILLAGE OF ALGONQUIN

before the acceptance of the bid offer and execution of the contract, unless that understanding, or representation is expressly stated in this contract.

Contract Conditions

Before submitting a proposal, the BIDDER should carefully examine all of the contract documents, including the specifications. By the submission of a bid, the BIDDER will be understood to have read and fully informed himself as to the contents of all of the documents. Should a BIDDER find any discrepancies, omission, ambiguities or conflicts among the contract documents, or be in doubt about their meaning, the BIDDER shall bring such questions to the attention of the ENGINEER not later than four (4) business days prior to the date of the scheduled bid opening date and time. The ENGINEER will review the questions and, where information sought is not already indicated or specified will issue a clarifying "Notice to Bidders," which will become a part of the contract documents. Neither the VILLAGE nor the ENGINEER will make or be responsible for any oral instructions and clarifications, and no such oral instructions or clarification shall be binding upon the VILLAGE or ENGINEER.

Upon award of the contract work, the successful BIDDER will be required to execute a contract with the VILLAGE.

VILLAGE OF ALGONQUIN

GENERAL CONDITIONS

Definitions.

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VILLAGE OF ALGONQUIN

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The term "Final Acceptance" means the stage whereby the project is completed with no work (original, extra, or punchlist) remaining on the project, all regulatory authority approvals have been received, and the VILLAGE has issued the "Start of Maintenance" certificate.

Payment and Performance Bonds

Payment and Performance Construction Bonds shall be provided in compliance with 30 ILCS 550/1, et seq. and shall not have a financial rating no lower than A+ as listed in the A.M. Best's Key Rating Guide, current edition. Payment and Performance Construction Bond shall be in the full amount of the approved contract.

Insurance Requirements & Indemnification

1. General CONTRACTOR's Insurance

Before starting and until Final Acceptance and acceptance of the work and expirations of the guarantee period provided for in the contract the CONTRACTOR shall procure and maintain insurance of the types specified in paragraphs (a) to (g), inclusive, below, and to the limits for this insurance specified in Table A of this contract. To evidence said coverage, prior to the

VILLAGE OF ALGONQUIN

commencement of the work, CONTRACTOR shall file with the VILLAGE valid Certificates of Insurance and amendatory endorsements to CONTRACTOR's insurance policies, all in form and substance and with companies satisfactory to the VILLAGE, naming the Indemnitites (as that term is defined in Table A hereto) or other persons or entities designated by the VILLAGE as additional insured on a primary and noncontributory basis there under.

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

The following types of insurance shall be provided:

- a. **Worker's Compensation** insurance including employer's liability to cover employee injuries and disease compensable under the workers compensation statutes for the State of Illinois; disability benefit law, if any; or Federal compensation acts. A waiver of subrogation in favor of the Village shall be included.
- b. **Commercial General Liability** policy to cover bodily injury and property damage to tangible property, including loss of use thereof, including the following exposures:
 - i. All premises and operations.
 - ii. Explosion, collapse and underground damage.
 - iii. Contractor's Protective coverage for independent Contractors or subcontractors employed by him.
 - iv. Contractual Liability for the obligation assumed in the Indemnification of Hold Harmless agreement found in section three (3) of this insurance provision.
 - v. The usual personal Injury Liability endorsement with no exclusions pertaining to employment.
 - vi. Products and Completed Operations converge. This coverage shall extend through the contract guarantee period.

VILLAGE OF ALGONQUIN

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

- c. **Commercial Automobile Liability** policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owner, non-owned and hired vehicle. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability be written by the same insurance carrier, though not necessarily in one policy.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

- d. The CONTRACTOR shall purchase a **Builder's Risk and Installation Floater** in a form acceptable to the VILLAGE covering the property of the project for the full cost of replacement as of the time of any loss which shall include, as named insured, (1) the CONTRACTOR, (2) all Subcontractors, (3) all Sub-subcontractors, (4) the VILLAGE, and the ENGINEER as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured (s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any coinsurance penalties. Any insured loss under this contract shall be adjusted with the VILLAGE and the CONTRACTOR and paid to the VILLAGE as trustee for the other insured.
- e. **Umbrella or Excess Liability** - The VILLAGE may, for certain projects, require limits higher than those stated under "Limits of Liability" as listed in Table A of this contract. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ices) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.
- f. **Railroad Protective Liability** - Where such an exposure exists, the CONTRACTOR will provide coverage in the name of each railroad company having jurisdiction over right-of-way across which work under the contract is to be performed. The form of policy and the limits of liability shall be determined by the railroad company (if) involved.

VILLAGE OF ALGONQUIN

2. Insurance - Other Requirements

- a. Notice of Cancellation of Intent Not to Renew - Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the VILLAGE on intent of cancellation or intent not renew.
- b. Evidence of Coverage - Prior to commencement of the work, the CONTRACTOR shall furnish to the VILLAGE, Certificates of Insurance in force with the additional insured endorsements and waiver of subrogation endorsement attached. The VILLAGE reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies", and so designated.

3. Insurance required for the CONTRACTOR

Same coverage required above.

4. Insurance required for the VILLAGE

- a. The CONTRACTOR shall provide an endorsement on the general liability policy stating that the limits of liability apply separately to the project and that the ENGINEERS and such public corporation in whose jurisdiction the work is located.
- b. The CONTRACTOR shall also add as additional insured on the excess liability policy all parties covered under the general liability policy.

5. Insurance Required for the CONTRACTOR and the VILLAGE

- a. Builder Risk and Installation Floater which names as insured(s) the VILLAGE; the ENGINEER(s); their consultants, agents, and all employees; the CONTRACTOR and all subcontractors.

6. Each subcontractor and/or sub-contractor of any tier shall maintain the following insurance

(in an amount not less than those specified below)

a. Worker's Compensation

- i. Statutory in accordance with the laws of the state with jurisdiction including Voluntary Compensation, Board Form All States Endorsement, U.S. Longshoremen's and Harbor Worker's Coverage and Maritime Coverage.
- ii. Above to include employer's liability insurance at a limit of not less than \$500,000.00.

A waiver of subrogation in favor of the Village shall be included.

b. Commercial General Liability

- i. \$1,000,000 each Occurrence, \$2,000,000 aggregate, \$2,000,000 completed operations aggregate, \$1,000,000 personal injury limits applying on a combined single limit basis to bodily injury and property damage.
- ii. Above to include Blanket Contractual Liability, Products/Completed Operations, independent Contractors, Broad Form Property Damage, Personal Injury (Employees Exclusion deleted), and "X", "C" and "U" Exclusive deleted.

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The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

c. Commercial Automobile Liability

- i. Bodily Injury and property Damage Liability in the amount not less than \$1,000,000.00 each occurrence.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

d. Umbrella Liability

- i. \$3,000,000.00 each occurrence and in the aggregate in excess of the Item (a)(ii), (b) and (c) above.

7. Qualification of Insurer

In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall have a financial rating not lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with rating lower than A will be acceptable only upon written consent of the VILLAGE.

8. Subrogation Clause

The following subrogation clause shall appear in all policies of property insurance, "Subrogation Clause"

It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein.

When the Insurance coverage required hereunder, due to the attainment of a normal expiration date or renewal date, shall expire, the CONTRACTOR shall not less than thirty (30) days prior to such expiration or renewal date, supply the VILLAGE with updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits or protection, and scope of coverage, as was provided by the Certificates and amendatory riders or endorsements originally supplied. CONTRACTOR shall maintain a file of Certificates of Insurance received from each subcontractor and/or sub-subcontractors of any tier.

No Insurance required or furnished hereunder shall in any way relieve the CONTRACTOR of or diminish any of his responsibilities, obligations, and liabilities under the Contract.

Each subcontractor and sub-subcontractor of any tier shall furnish CONTRACTOR, before commencing work, Certificate of Insurance evidencing compliance with the minimum requirements listed above. Each Certificate will not be canceled or reduced without thirty (30) day's prior written notice to the CONTRACTOR.

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TABLE A
(Insurance Limits)

	<u>ITEM</u>	<u>MIN LIMITS</u>
1.a	Coverage A – Workers Compensation	STATUTORY
	Coverage B- Employer's Liability	
	Bodily Injury by Accident	\$100,000
	Bodily Injury by Disease – Each Employee	\$100,000
	Bodily Injury by Disease – Policy Limit	\$500,000
1.b	Comprehensive General Liability	
	Each occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Completed Operations Aggregate	\$2,000,000
	Personal Injury	\$1,000,000
1.c	Comprehensive Automobile Liability	
	Each occurrence	\$1,000,000
1.d	Builder's Risk - Installation Floater	Not Applicable
1.e	Umbrella or Excess Liability	\$3,000,000
1.f	Railroad Protective Liability	Not Applicable

Additional Insured:

Christopher B. Burke Engineering, Ltd.

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Compliance with Laws

The CONTRACTOR shall at all times observe and comply with all laws, ordinances, and regulations of the Federal, State, Local, and municipal governments, which may in any manner affect the preparation of bids or the performance of the contract. All goods or equipment in contract shall comply with all applicable Federal, State, and local laws relative thereto, including all safety-related items as required by the Federal Occupational Safety and Health Act (OSHA). The CONTRACTOR shall defend actions/claims brought and hold harmless the VILLAGE and ENGINEER from loss, cost or damage, including but not limited to attorney's fees and other costs of defense by reason of actual or alleged violations of Federal, State, or local law in the design or manufacturing of equipment and/or materials, and of any product liability claim.

Prevailing Wage Requirement

This contract calls for the construction of a "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires the CONTRACTOR and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department of Labor publishes the prevailing wage rates on its website:

<http://www.state.il.us/agency/idol/rates/rates.HTM>

The Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. The CONTRACTOR and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties."

Business Licenses and Permits

The CONTRACTOR shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws. All fees shall be included in the bid, no additional compensation will be allowed.

Equal Employment Opportunity Act

It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. BIDDER shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

CONTRACTOR shall, as a party to a public contract

- 1) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- 2) By acceptance of the awarded contract, the CONTRACTOR certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title

VILLAGE OF ALGONQUIN

42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

Freedom of Information Act

Contractor acknowledges that the VILLAGE is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq. and shall cooperate in the production of any documents requested from the VILLAGE.

Substance Abuse Prevention Act

The awarded CONTRACTOR agrees to comply with Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq. (2008). As required by the Act, the awarded CONTRACTOR agrees to file with the VILLAGE, prior to commencing work, its written substance abuse prevention program.

Drug-Free Workplace Act

The awarded CONTRACTOR agrees to comply with all requirements of the Drug Free Workplace Act, 30 ILCS 580/1 et seq., to provide a drug-free workplace. The awarded CONTRACTOR agrees to file with the Village, prior to commencing work, its written drug-free workplace policy.

Sexual Harassment Policy

The awarded CONTRACTOR shall adopt a written sexual harassment policy in compliance with ILCS 5/2-105 (1992).

Anti-Idle Policy

To improve air quality and reduce global warming, the VILLAGE requests that CONTRACTOR inform its employees, subcontractors, and material suppliers to limit engine idling. By making a conscious effort to turn engines off whenever possible, the detrimental consequences to the environment caused by vehicle emissions can be minimized.

National Security / USA Patriot Act

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, CONTRACTOR represents and warrants to the VILLAGE that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. CONTRACTOR further represents and warrants to the VILLAGE that CONTRACTOR and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this contract on behalf of any person or entity named as a Specially Designated National and Blocked

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Person. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the VILLAGE, its corporate authorities, and all VILLAGE elected or appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

CONTRACTOR further represents and warrants it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that CONTRACTOR is not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the VILLAGE, its corporate authorities, and all VILLAGE elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

Special / Non-Special Waste Policy

From information provided in the soils report, as well as general history provided by VILLAGE, Special Waste and Non-Special Waste are not anticipated to be encountered during work performed as part of this contract.

If the CONTRACTOR encounters materials within the project limits that the CONTRACTOR believes may be classified as Special Waste or Non-Special Waste, the CONTRACTOR will immediately halt work that may disturb the suspected waste and immediately notify the VILLAGE. None of the suspected waste will be removed from the in-situ location on jobsite prior to VILLAGE's approval. The CONTRACTOR will protect the jobsite from potential contamination from the suspected waste. Illinois Department of Transportation Standard Specification Article 104.03 will apply.

The CONTRACTOR will have the suspected waste material tested to determine if the suspected waste meets the criteria of Special Waste Testing and disposal of Special Waste will be paid for as Extra Work.

Award of Contract

Notification of the VILLAGE's intent to award contract will be sent standard or electronic mail to the lowest responsible BIDDER within ten (10) calendar days of the decision of the VILLAGE Board of Trustees. Failure on the part of the successful BIDDER to execute a contract with the VILLAGE and provide the required bonds and insurance within fifteen (15) calendar days of receipt of the Notice of Award will be just cause to withdraw the award. Upon execution of the contract with the VILLAGE the BIDDER will thus be known as the CONTRACTOR.

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Termination of Contract

The VILLAGE reserves the right to terminate the whole or any part of this contract, upon ten (10) calendar day's written notice to the CONTRACTOR. The VILLAGE further reserves the right to terminate the whole or any part of this contract in the event of default by the CONTRACTOR. Default is defined as failure of the CONTRACTOR to perform any of the material provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the VILLAGE will invoke the Performance Bond in such manner as the Director of Public Works, or their appointed representative, may deem appropriate. The CONTRACTOR shall be liable for any related costs unless acceptable evidence is submitted to the Director of Public Works that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the CONTRACTOR. The CONTRACTOR will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the VILLAGE, fires, or floods.

Pre-Construction Meeting

A pre-construction meeting shall be held between representatives of the VILLAGE, CONTRACTOR, all major Subcontractors and any Consultant Engineers, for the purpose of discussing the time for construction, methods, means and plan of operation, respective responsibilities and authority of the parties, safety procedures, procedures for handling shop drawings, progress estimates, requests for payment and other relevant issues.

Commencement of Work

No work on the contract shall be commenced prior to the issuance of the Notice to Proceed. The Notice to Proceed shall designate the date for the commencement of the contract times. Notwithstanding the issuance of any Notice to Proceed, prior to commencing any work on the project, CONTRACTOR must provide all required certificates of insurance and bonds; and execute or provide any documents, certifications, or forms as required by the contract documents.

Working Hours

All work shall be performed between the hours of 7:00 AM and 8:00 PM, Monday through Saturday, and between 8:30 AM and 8:00 PM on Sunday, except in the case of urgent necessity as determined by the Director of Public Works. No work shall be performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas Day unless the Public Works Director has given written permission for such work.

No work shall be done at night except (1) usual protective work, such as pumping and the tending of lights, (2) work done in case of emergency threatening injury to persons or property, or (3) in the sole judgment of the Public Works Director, the work will be of advantage to the VILLAGE and can be performed satisfactorily at night, and (a) the work will be done by a crew organized for regular and continuous night work, and (b) the Public Works Director has given written permission for such night work.

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Schedule

The CONTRACTOR shall submit a progress schedule to the VILLAGE at the Pre-Construction Conference. This schedule will show the order in which the CONTRACTOR proposes to carry on the work, the dates on which he will start controlling items, and the contemplated dates for completing controlling items. The CONTRACTOR'S schedule shall be in bar graph format with months divided into quarters and shall clearly indicate the various types of work to be in progress at any point for each street through the term of the contract. The progress schedule shall show that each of the stages of the contract will be completed within the time provided in the contract documents. The CONTRACTOR will be required to include a statement regarding the number of days per week and the number of hours per day which he plans to work. The progress schedule shall take into account time off for inclement weather. No work shall begin until the progress schedule has been submitted and reviewed by the VILLAGE.

Emergency Contact

CONTRACTOR shall provide the VILLAGE with the name and phone number of the CONTRACTOR's representative who, in the case of an off-hours emergency can be readily accessible and be available for quick response to the site. If that person does not respond within the period of time requested to be present by the VILLAGE, then the VILLAGE shall have the right to hire or use other personnel to remedy the emergency situation. All reasonable costs, including the payment of overtime wages or charges, incurred by the VILLAGE in doing so, shall be deducted from payments due, or that may become due, to the CONTRACTOR. CONTRACTOR shall immediately notify the VILLAGE in writing of any change in the identity and telephone number of the CONTRACTOR's representative.

Progress of Work and no Damages for Delay

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

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

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Failure to Complete Work on Time

This contract is not assignable by CONTRACTOR, provided, however, subcontracting is allowed as specified herein. If the CONTRACTOR shall assign this contract or abandon the work or shall neglect or refuse to comply with the instructions of the VILLAGE relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the VILLAGE shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the VILLAGE for inspection and supervision, the VILLAGE shall notify the CONTRACTOR, in writing, to that effect. If the CONTRACTOR does not, within seven (7) calendar days thereafter, take such measures as will in the judgment of the VILLAGE insure the satisfactory completion of the work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the VILLAGE, the VILLAGE may put on the necessary forces, at the cost to the CONTRACTOR, to correct such delay or the VILLAGE may declare the CONTRACTOR to be in default and terminate the contract as provided for herein.

Delayed Start by Village

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

Liquidated Damages

Time is of the essence in this contract. CONTRACTOR agrees that damages are difficult to determine, given the scope of the project. In the event the project is not completed by the date of completion, the CONTRACTOR agrees that the VILLAGE shall deduct from the payments due the CONTRACTOR each month the sum listed (check box indicates deduction method) below, not as a penalty, but as fixed and liquidated damages for each day of such delay. If the payments due the CONTRACTOR are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the CONTRACTOR, and, in case such damage shall exceed the amount of all moneys due or to become due the CONTRACTOR, the CONTRACTOR or his surety shall pay the balance to the VILLAGE. Payments shall be made in the same manner as the liquidated damages. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. The liquidated damage amount establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance.

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~~CONTRACTOR shall be liable and shall pay to the VILLAGE the sum of
\$ _____ per calendar day, not as a penalty but as liquidated damages, for each
day of overrun in the contract time or such extended time as may have been allowed.~~

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<div><div>X</div></div>	Original Contract Amount		Liquidated Damage Amount
	From and More Than	To and Including	Per Calendar Day
	\$ 0	\$25,000	\$ 250
	25,000	100,000	500
	100,000	500,000	750
	500,000	1,000,000	1025
	1,000,000	2,000,000	1125
	2,000,000	3,000,000	1275
	3,000,000	5,000,000	1425
	5,000,000	7,500,000	2000
	7,500,000	and over	2500

Funding

This project is being funded, in part, with State of Illinois Bike Path Grant Program funding assistance made available through the Illinois Department of Natural Resources. Therefore, at least 50% of the labor hours performed will need to be performed by Illinois Residents.

Public Convenience and Safety

During all construction operations, the CONTRACTOR will be required to provide, erect, and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control. The streets must be kept open to local traffic at all times. The CONTRACTOR shall maintain entrances and side roads along the proposed improvement; interference with traffic movements and inconvenience to owners of abutting property and public shall be kept to a minimum. If needed this should include warning signs, barricades, traffic cones, flagmen and other appurtenances to guarantee the safety of motorists and pedestrians during construction. Any delays or inconveniences caused the CONTRACTOR by complying with these requirements shall be considered as included with the contract, and no additional compensation will be allowed. Failure to keep traffic open will result in an amount of \$500 per incident to be deducted from any monies due to the CONTRACTOR.

Failure to open roads per the listed Village Holiday Work Schedule will be subject the CONTRACTOR to a \$2,000 penalty.

The CONTRACTOR shall at the end of every working day leave no open holes, broken pavement, trenches over three (3) inches deep and four (4) inches wide or other hazards adjacent to the roadway or within the closed lane of the roadway. If open holes, broken pavement, trenches over three (3) inches in depth and four (4) inches wide or other hazards are present adjacent to the roadway or within the closed lane of a roadway, the CONTRACTOR shall furnish and install an approved barrier to prevent access to the hazard. Excavation along the edge of pavement or other obstructions within 15 feet of the edge of pavement shall be barricaded during non-work hours. Construction signs referring to temporary lane closures during work hours shall be removed or covered during the non-work hours.

The CONTRACTOR shall provide a two (2) hour emergency response plan (from Time of Notification). If no response, the VILLAGE can hire a CONTRACTOR and then back charge the CONTRACTOR. The CONTRACTOR must also provide a twenty-four (24) hour response plan

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(from Time of Notification). If no response, the VILLAGE can obtain the necessary services and then back charge the CONTRACTOR.

Contractor Prevention and Protection of Property

The CONTRACTOR shall conduct his work so as to interfere as little as possible with private businesses and property. Wherever and whenever necessary or required, he shall maintain fences, furnish watchman, maintain lights, and take such other precaution as may be necessary to protect life and property. The CONTRACTOR shall conduct his operations so as not to damage existing structures or work installed either by him or by other CONTRACTORS. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with consent of the damaged party. In the event that consent is not given, the CONTRACTOR shall continue to be liable for the damaged cause. The CONTRACTOR shall have complete responsibility for the work and the protection thereof, and for preventing injuries to persons and damage to the work and property and utilities on or about the work, until Final Acceptance and final acceptance thereof. The CONTRACTOR shall in no way be relieved of his responsibility by any right of the ENGINEER to give permission or directions relating to any part of the work or the nature of the land (including but not limited to subsurface conditions) in or under on which the work is done being different from indicated or shown in the contract documents or from what was estimated or expected, or on account of the weather, elements, or other cause. During construction, if the CONTRACTOR encounters or otherwise becomes aware of any sewers, under-drains, or field drains within the right of way other than those shown on the plans; he shall so inform the ENGINEER who shall direct the work necessary to maintain or replace the facilities in service and protect them from damage during construction if maintained. Existing facilities to be maintained that are damaged because of noncompliance with this provision shall be replaced at the CONTRACTOR'S own expense. In cases of any such damage resulting from his operations, the CONTRACTOR shall repair and make good as new the damaged portions at his own expense with consent of the damaged party. In the event that consent is not given, the CONTRACTOR shall continue to be liable for the damaged cause. Should the ENGINEER have directed the replacement of the facility, the necessary work and payment shall be done in accordance with the extra work provision of this contract.

Competent Supervision

The CONTRACTOR shall employ only competent persons on the project and shall not employ persons, or means and methods which may cause strikes, work stoppages, or any disturbances by persons employed by the CONTRACTOR, any subcontractor, the VILLAGE, the ENGINEER or any other contractor. The CONTRACTOR must have present, at all times, on the worksite a competent, English speaking individual responsible for reading and understanding the contract documents. The representative shall receive instructions from the VILLAGE, have full authority to execute the directions of the VILLAGE, without delay, and promptly supply any necessary labor, equipment, material or incidentals to do so. Whenever the VILLAGE notifies the CONTRACTOR in writing that in his opinion any person on the project is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provision of the contract, such person shall be discharged from the project and shall not again be employed on it, except with the written consent of the VILLAGE.

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Intoxicating Liquors

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

Access to Work

The VILLAGE, the ENGINEER, and their officers, agents, servants, and employees may at any and all times and for any and all purposes, enter upon the project and the site thereof and the premises used by the CONTRACTOR, and the CONTRACTOR shall at all times provide safe and proper facilities therefore.

Direction of Work

The CONTRACTOR shall commence the project at such points as the VILLAGE may direct. The CONTRACTOR shall conform to any and all directions as to the order, manner, or time in which the different parts of the project shall be done. All verbal or written instructions from the VILLAGE in explanation of the contract documents made during the progress of the project must be strictly obeyed by the CONTRACTOR as though they had been fully written herein. All such explanations of said contract documents shall be final and conclusive.

Quality of Work

The work shall be done in a thorough and workman like manner and to the satisfaction of the VILLAGE. The CONTRACTOR shall provide only materials and tools of the best quality for the work. No secondhand material can be used in any case. Should anything be brought to the worksite that is improper to be used on the work, the same shall be removed at the direction of the VILLAGE. All labor will be furnished by the CONTRACTOR and must be efficient and skilled in the work. All work must pass inspection by the VILLAGE.

Subcontracting of Work

The CONTRACTOR shall constantly give the personal attention to the faithful prosecution of the project and shall keep the same under his personal control. The CONTRACTOR may subcontract portions of the work; however each subcontract in excess of ten (10) percent of total value of contract must be approved by the Director of Public Works in writing prior to commencement of work. In no case shall such consent relieve the CONTRACTOR from their obligation or change the terms of the contract. At all times the CONTRACTOR shall maintain no less than fifty (50) percent of the dollar value of the contract by direct employees of the CONTRACTOR. An assignment or subletting in violation hereof shall be void and unenforceable.

Contracting WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS

MBE and WBE firms are encouraged to bid on this project. It is national policy to award a fair share of contracts to small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. If any subcontractors are to be let, the prime CONTRACTOR shall take the affirmative steps in a. and e. below:

- a. Including qualified small and minority businesses on solicitation lists.

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- b. Assuring that small and minority businesses are solicited whenever they are potential sources.
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority businesses.
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority business.
- e. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

CONTRACTORS shall take similar appropriate affirmative actions in support of women's business enterprises. CONTRACTORS are encouraged to procure goods and services from labor surplus areas.

Examination of Work

The VILLAGE, or its assigned agent, shall have the right to observe any work, material, component equipment, supplies, services, or completed work specified herein before acceptance. The CONTRACTOR shall furnish, within reason, the VILLAGE and/or ENGINEER facility for ascertaining that the work is being performed in accordance with the requirements and intent of the contract, even to the extent of requiring the uncovering or taking down portions of finished work by the CONTRACTOR. Any of said items not complying with these specifications are subject to rejection at the option of the VILLAGE. The CONTRACTOR will make every effort and means available to facilitate the VILLAGE'S observation of the work. Any work or material which the VILLAGE may determine to be rejected or defective must be rebuilt, replaced, or removed at the CONTRACTOR'S own expense at the direction of the VILLAGE. Any omission to reject or condemn any work or material at the time of its construction or arrival at the worksite shall not be construed to mean an acceptance of the work.

In addition to this provision the Village or their designee shall not assume any of the responsibilities of either the CONTRACTOR's superintendent, or of subcontractors. In addition the inspector shall not expedite the work for the CONTRACTOR; and shall not advise on, or issue directions concerning aspects of construction means, methods, techniques, sequences or procedures, or safety precautions in connection with the work.

Interpretation of Contract Documents

The VILLAGE shall in all cases determine the amount or quantity of the several kinds of work which are to be paid for under this contract, and shall decide all questions which may arise relative to the execution of the contract on the part of the CONTRACTOR, and all estimates and decisions shall be final and conclusive. The VILLAGE shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the work herein contemplated either before or after the commencement of the work. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such work in the contract. The VILLAGE

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hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the CONTRACTOR proposes to furnish under the terms of the contract.

Documentation Precedence

The documents included in the contract are intended to be complementary and to describe a complete work. If the VILLAGE determines a conflict exists between the contract documents, the following hierarchy will be applied and the VILLAGE shall then complete the work according to the interpretation made by the VILLAGE. Hierarchy of contract documents is as follows, with the first enumerated document taking precedence over all that follow:

1. **Owner and General Contractor Contract (Special Provisions)**
2. **Plan Set**
3. **Supplemental Conditions (Recurring Special Provisions)**
4. **Contract (General Conditions)**

Omissions

This order of precedence regulates only listed services and provisions, and does not control omitted conditions or specifications. When all construction documents on a job fail to address a specific material issue, and VILLAGE determines that the Contract language fails to address the issue, the parties shall meet and amend Contract, specifications and plans, as necessary, to address the omission.

Defective Work

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

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

If within one year after the date of Final Acceptance (or such longer period of time prescribed by the maintenance period or any special guarantee or warranty) any work is found to be defective, CONTRACTOR shall promptly, at its sole cost and expense and without cost to the VILLAGE, repair, replace or correct such defective work along with any damage to other work resulting therefrom.

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If the CONTRACTOR fails to correct defective work within a reasonable time, the Village may perform the necessary corrections. A change order will be then be issued reflecting an equitable deduction from the contract amount for the costs of correction incurred by the VILLAGE. The costs of correction will be deducted from payments due to the CONTRACTOR or, if no further payments are due to CONTRACTOR, then the CONTRACTOR's surety will be responsible for said payment.

CONTRACTOR's obligations under this provision are in addition to any other obligation or guarantee or warranty contained in the contract documents and shall survive the termination of the contract. The terms of this provision are not in lieu of, and shall not be construed as a waiver of, any applicable statute of limitation or repose.

Extra Work

The VILLAGE may make changes in the work and in the drawings and specifications therefore by making alterations therein, additions thereto or omissions therefrom. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the contract. If such changes result in an increase or decrease the quantities thereof, adjustment in compensation shall be made therefore at the unit prices stipulated in the contract for such work. An exception requires that if unit prices are not stipulated for such work, compensation for additional, or increased work, shall be made as provided hereinafter; for eliminated or decreased work the CONTRACTOR shall allow the VILLAGE a reasonable credit as determined by the ENGINEER. Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the VILLAGE authorizing the change and no claim for additional compensation shall be valid unless the change is so ordered. The CONTRACTOR agrees that they shall neither have, nor assert, any claim for, or be entitled to, any additional compensation for damages, or for loss of anticipated profits on work that is eliminated. Any work not herein specified which may be implied as being included in this contract, of which the VILLAGE shall be the judge, shall be done by the CONTRACTOR without extra charge. It is understood that the completion of this contract under this agreement includes any and all work that may be necessary to connect and match work with adjoining work in a reasonable manner.

The CONTRACTOR shall perform any extra work (work in connection with the contract but not provided for herein) when and as ordered in writing by the VILLAGE, at the unit prices stipulated either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the VILLAGE so elects, for the reasonable cost of such work, as determined by the CONTRACTOR and approved by the VILLAGE, plus a percentage of such cost as set forth below.

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

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

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

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

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

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

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

Extension of Time on Account of Extra Work

When extra work is ordered near the completion of the contract or any time during the progress of the project which unavoidably increases the time for the completion of the project, an extension of time shall be considered if requested by the CONTRACTOR as part of the extra work agreement between the CONTRACTOR and VILLAGE.

Prices for Work

The VILLAGE shall pay and the CONTRACTOR shall receive the prices stipulated in the bid made a part thereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the CONTRACTOR under and as required by the contract.

The quantities provided in the bid documents are approximate only and are subject to increase or decrease. Actual compensation to the CONTRACTOR shall be based upon the actual quantities determined by the VILLAGE multiplied by the unit prices bid for each item. The unit prices submitted herewith is for the purpose of obtaining a gross sum, and for use in computing the value of additions and deductions and for the purpose of determining the lowest BIDDER. Should there be a discrepancy between the gross sum bid and that bid resulting from summation of quantities multiplied by their respective unit prices, the latter shall apply.

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Payment of Invoices

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

Upon VILLAGE approval of such application for payment(s) request, the VILLAGE shall make payment to the CONTRACTOR in the amount requested and retain from such payment(s) an amount equal to ten (10%) percent of the payment request. The VILLAGE may reduce the ten (10%) percent retainage to five (5%) percent retainage when project is seventy-five (75%) percent paid out if, in the opinion of the VILLAGE, the CONTRACTOR is making satisfactory progress. The VILLAGE may retain such other sums as are provided for in this contract.

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

The VILLAGE will make progress payments to the CONTRACTOR within 30 calendar days after the approval by the VILLAGE of the CONTRACTOR payment application request. No progress payment shall constitute and acceptance of any work not in accordance with the contract documents.

Final Estimate and Payment

Upon completion of the project and approval by the VILLAGE, a final payment estimate will be prepared by the CONTRACTOR. Upon approval by the Board of Trustees and approval of all final waiver(s) of lien by the VILLAGE, the VILLAGE will, within thirty (30) calendar days, pay the CONTRACTOR the final payment on the basis of the approved final payment estimate. The acceptance by the CONTRACTOR of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract, and shall relieve the VILLAGE from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the VILLAGE relating to or connected with the contract. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the contract or the performance bond and payment bonds.

Retain Money for Repairs

The VILLAGE may retain out of the moneys otherwise payable to the CONTRACTOR hereunder a percentage in the amount of ten (10%) percent and may expend the same, in the manner hereinafter provided, in making such repairs, corrections, or replacements in the work as VILLAGE, in its sole judgment, may deem necessary. The same may be expended to cover any and all costs, expenses, losses, damage and damages, liabilities, suits, judgments and wards

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incurred, suffered or sustained by the VILLAGE, due to making such repairs, corrections, or replacements of same work.

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

No Waiver

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

Rights to Materials

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

Liability of Owner

No persons, firm or corporation, other than the CONTRACTOR, who signed this contract as such, shall have any interest herein or right hereunder. The acceptance by the CONTRACTOR of the payment as fixed in the final estimate shall operate as and shall be a full and complete release

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of the VILLAGE and every agent of the VILLAGE of and from any and all claims, demands, damages, and liabilities of, by or to the CONTRACTOR for anything done, or furnished for, or arising out of, or relating to, or by reason of the project, except the claim against the VILLAGE for the unpaid balance, if any there be, of the amounts retained as herein provided.

Punchlist

The VILLAGE shall issue a punchlist to the CONTRACTOR within 14 calendar days of substantial completion of the entire project. The CONTRACTOR will be required to complete the punchlist within 30 calendar days of issuance. Should the CONTRACTOR fail to complete the punchlist work within the allotted timeline stipulated in the above the CONTRACTOR shall be liable to the VILLAGE in the amount listed in the liquidated damages provision of this contract, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. This work will not be paid for separately but shall be considered as included in the Contract and no extra compensation will be allowed.

Partial Acceptance

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

Acceptance by the VILLAGE under this subsection shall not relieve the CONTRACTOR of any obligations under the contract documents except agreed upon in writing between from any part of the project which has been accepted, but the VILLAGE will allow the CONTRACTOR reasonable access thereto to complete or correct items on the punchlist.

Warranty

CONTRACTOR warrants to the VILLAGE that all material and equipment furnished under this contract shall be new and of the most suitable grade for the purpose intended and that all work shall be of good quality, free from faults and defects and in conformance with the contract documents. Prior to start of maintenance period, CONTRACTOR shall deliver to the VILLAGE all warranties required under the contract documents, or to which CONTRACTOR is entitled from manufacturers, suppliers, and subcontractors. All warranties for products and materials incorporated into the work shall begin on the date of Substantial Completion.

Neither the final payment nor partial or entire use or occupancy of the site by the VILLAGE shall constitute an acceptance of work not done in accordance with contract documents or relieve the CONTRACTOR or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. CONTRACTOR or its sureties shall remedy any defects in work and any resulting damage to work at its own expense. CONTRACTOR shall be liable for correction of all damage resulting from defective work. If CONTRACTOR fails to remedy any defects or damage, the VILLAGE may correct the defective work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the CONTRACTOR or its surety.

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CONTRACTOR warrants that the work shall be done in a workmanlike manner in strict accordance with the contract documents and guarantees that the labor, material, and equipment will be free of defects for the length of time from the date of Substantial Completion or, for any period otherwise stated in the contract documents, whichever period is longer.

CONTRACTOR warrants that no materials or supplies for the work purchased by CONTRACTOR or any subcontractor are subject to any chattel mortgage or other condition or agreement by which an interest is retained by the seller. CONTRACTOR further warrants that he/she has good title to all materials and supplies used in the performance of the work, and any such materials and supplies are free from all liens, claims or encumbrances. CONTRACTOR agrees to indemnify and save the VILLAGE harmless from all claims and costs incurred with respect to the lawful demands of subcontractors, laborers, workmen, mechanics and suppliers of machinery, parts, equipment, tools, and materials arising from CONTRACTOR's breach of this Section.

Maintenance Bond

The CONTRACTOR is required to provide a maintenance bond prior to Final Acceptance which guarantees the improvements, including all material and workmanship. The maintenance bond shall be in the amount of 2% of the awarded contract. The maintenance bond shall have a financial rating no lower than A+ as listed in the A.M. Best's Key Rating Guide, current edition. In the event that the CONTRACTOR does not repair or replace defects in the improvement, the Village may declare said maintenance bond in default and shall apply the bond to the cost of repairing or replacing the same. Said bond shall be in the form of a Cash Deposit, Performance Bond, or a Letter of Credit acceptable to the VILLAGE.

The VILLAGE will make a written request to the CONTRACTOR at the time of Substantial Completion of the project requiring the issuance of said Maintenance Bond. The bond shall be in effect dependent on one of the two scenarios below.

VILLAGE issued "Start of Maintenance" certificates which are approved by the Public Works Director, between May 1st and Nov. 1st, shall be bonded for one (1) year from the date on the Village issued "Start of Maintenance" certificate.

VILLAGE issued "Start of Maintenance" certificates which are approved by the Public Works Director, between Nov 2nd – April 30th shall be bonded for eighteen (18) months from the date on the Village issued "Start of Maintenance" certificate.

Final Acceptance

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

Claims

If at any time there be any evidence of any claims for which the CONTRACTOR is or may be liable or responsible hereunder, the CONTRACTOR shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the VILLAGE may retain from any

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moneys which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorney's fee and expenses, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

Liens

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

Legal Address of Contractor

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

Contractor Claims for Damages

If the CONTRACTOR makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) calendar days of occurrence of the alleged breach or within ten (10) calendar days after such damages are alleged to have been sustained, whichever date is earlier, file with the VILLAGE a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The CONTRACTOR agrees that unless statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and enforceable, and the shall not be entitled to any compensation for any such alleged damages.

Patents

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

Litigation Venue

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Any and all disputes arising in connection with this Contract shall be resolved by arbitration at the Village Hall, 2200 Harnish Drive, Algonquin, Illinois in accordance with the construction rules of the American Arbitration Association or ADR Systems of America, LLC, in the exclusive discretion of VILLAGE (only one arbiter), and any award made there on shall be enforceable in any court of general jurisdiction and all disputes shall otherwise be resolved in and only in the Circuit Court of McHenry County, Illinois. The Village shall be entitled to receive as part of any award from CONTRACTOR all of its reasonable attorney fees and costs incurred in any proceeding, arbitration or otherwise incurred to enforce the terms of this Contract.

Provisions Required by Law Deemed Inserted

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

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SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016 (hereinafter referred to as the "Standard Specifications"); the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2020; the Village of Algonquin "Standard Specification & Details for Construction and Estimating", updated February 2018; the latest edition of the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices" (MUTCD); and the "Standard Specifications for Water and Sewer Main Construction in Illinois," Seventh Edition, dated June 2014 (hereinafter referred to as the "Water and Sewer Main Specifications"); and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

These special provisions included herein apply to and govern the proposed improvement designated and in case of conflict with any part or parts of said specifications, said special provisions shall take precedent and shall govern.

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SPECIAL PROVISIONS

RECURRING SPECIAL PROVISIONS

Submittals

When indicated in the project provisions sections, submittals shall be delivered to the VILLAGE for review and approval. Submittals for review may include some of the following types: Product data, Shop drawings, Samples for selection, & Samples for verification. Submittal review to the VILLAGE are expected for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. After review, provide copies and distribute in accordance with "SUBMITTAL PROCEDURES" section below and for record documents purposes described in "CLOSEOUT SUBMITTALS".

As necessary some submittals for "Information Only" may be required. When the following are specified in individual provision, submit them for "Information Only": Construction Schedule, Schedule of Values breakdown, Health & Safety Plans, Construction Photos, Design data, Certificates, Test Reports, Inspection Reports, Manufacturer's Instructions, Manufacturer's Field Reports, Other types as indicated. Submit for VILLAGE knowledge, no action will be taken.

Close Out Submittals

When the following are specified in individual project provisions, submit them at project closeout: Project record documents, Operation and maintenance data, Warranties, Bonds, Other types as indicated. Submit for VILLAGE benefit during and after project completion.

Submittal Process

- A. Contractor to provide VILLAGE within 20 days of receipt of Notice to Proceed a schedule of Submittals.
- B. Transmit each submittal with a cover page that Identifies Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and project provision or section number, as appropriate on each copy
- C. Sequentially number the transmittal form. (Example: #2). Revised submittals shall be numbered with original number and a sequential alphabetic suffix. (Example # 2-A)
- D. Include legible scale details, sizes, dimensions, performance characteristics, capacities, test data, anchoring details, installation instructions, storage and handling instructions, color charts, layout drawings, parts catalogs, rough-in diagrams, wiring diagrams, controls, weights and other pertinent data. Arrange data and performance information in format similar to that provided in Contract Documents.
- E. Identify equipment or material use, tag number, drawing detail reference, weight, and other project specific information so that all items can be easily verified by the VILLAGE.
- F. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Project.

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- G. When revised for resubmission, identify all changes made since previous submission.
- H. Provide space for CONTRACTOR, ENGINEER, & VILLAGE review stamps.
- I. CONTRACTOR shall not use red color for marks on transmittals. Duplicate all marks on all copies transmitted, and ensure marks are photocopy reproducible.
- J. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Project, and coordination of information is in accordance with the requirements of the Project and Contract Documents.
- K. Deliver submittals to VILLAGE attn.:

Project Manager
110 Meyer Drive
Algonquin, IL 60102

- L. For each submittal review, allow 15 days excluding delivery time to and from the CONTRACTOR.

- M. Items within transmittals will be reviewed for overall design intent and will receive one of the following actions:

- A – APPROVED AS SUBMITTED
- B – PROVE AS NOTED (BY VILLAGE)
- C – REVISE AND RESUBMIT
- D – REJECTED
- E – VILLAGE REVIEW NOT REQUIRED

- N. Submittals returned with Action "A" or "B" are considered ready for fabrication and/or installation. If for any reason a submittal that has an "A" or "B" Action is resubmitted, it must be accompanied by a letter defining the changes that have been made and the reason for the resubmittal. Destroy or conspicuously mark "SUPERSEDED" all documents having previously received "A" or "B" Action that are superseded by a resubmittal.
- O. Transmittals such as submittals which the VILLAGE considers as "Not Required", but for which the submittal information is supplemental to, but not essential to prior submitted information, or items of information in a submittal which have been reviewed and received "A" or "B" Action in a prior transmittal, will be returned with Action "E. Village Review Not Required."
- P. Excessive review time due to a failure by the CONTRACTOR, subcontractor, manufacturer and/or supplier to properly revise submittal(s) will be billed to the CONTRACTOR by the VILLAGE at a rate of one-hundred dollars (\$100.00) per hour,

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minimum two hours. Payment for excessive review time will be charged to the CONTRACTOR directly.

Q. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

R. Submittals not requested will not be recognized or processed.

Number & Types of Copies Required

A. Documents for Review:

- a. Submit one (1) copy, no larger than 8-1/2 x 11 inches. Engineering drawings can be submitted at 11 x 17 inches. Electronic versions can be submitted as long as they have been converted to Acrobat Format (.pdf). Maximum attachment size is 10MB, if file exceeds 10MB it must be broken into several smaller files and be numbered appropriately. (Example Submittal # 2 part 1 of 4)

B. Documents for Information Only:

- a. Submit two paper copies no larger than 8-1/2 x 11 inches. Engineering drawings can be submitted at 11 x 17 inches. Electronic versions can be submitted as long as they have been converted to Acrobat Format (.pdf). Maximum attachment size is 10MB, if file exceeds 10MB it must be broken into several smaller files and be numbered appropriately.

C. Samples:

- a. Submit the number specified in individual specification sections; one of which will be retained by VILLAGE.
- b. After review, produce duplicates.
- c. Retained samples will not be returned to Contractor unless requested and/or is no longer needed by the VILLAGE.

Temporary Restroom Facilities

State of Illinois Public Act 094-0042 (Construction Site Temporary Restroom Facility Act) stipulates that the CONTRACTOR must provide and maintain, for their work force, temporary restroom facilities. Please review this Act or the most recent update to the legislation in order to have a clear understanding of the provisions of the Act such as the quantity, type, and appurtenances necessary for the project. The cost of this item shall be considered incidental to the project. Per the language of the Act the VILLAGE has the authority to penalize the CONTRACTOR if the provisions of the Act are not followed.

Construction Layout

The CONTRACTOR shall be required to furnish and place construction layout stakes for this project. The ENGINEER will provide adequate control points and benchmarks as shown in the plans and listed herein. Any additional control points set by the ENGINEER will be identified in the field to the CONTRACTOR and all field notes will be kept in the office of the ENGINEER.

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The CONTRACTOR shall provide field forces, equipment and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals (not to exceed 50 ft.) to assure substantial conformance to plan line and grade. The CONTRACTOR will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The CONTRACTOR shall be responsible for having the finished work substantially conform to the lines, grades, elevations and dimensions called for in the plans. Any inspection or checking of the CONTRACTOR'S layout by the ENGINEER and the acceptance of all or any part of it shall not relieve the CONTRACTOR of his/her responsibility to secure the proper dimension, grades and elevations of the several parts of the work. The CONTRACTOR shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the ENGINEER

- a. The ENGINEER will provide horizontal and vertical control for the project and provide alignment and ties sheet(s) as necessary.
- b. The ENGINEER will make random checks of the CONTRACTOR'S staking to determine if the work is in substantial conformance with the plans. Where the CONTRACTOR'S work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- c. The ENGINEER will make all arrangements and take all cross sections from which the various pay items are to be measured.
- d. Where the CONTRACTOR, in setting construction stakes, discovers discrepancies, the ENGINEER will check to determine their nature and make whatever revisions are necessary in the plans, including the re-cross sectioning of the area involved. Any additional re-staking required by the ENGINEER will be the responsibility of the CONTRACTOR. The additional re-staking done by the CONTRACTOR will be paid for in accordance with 109.04 of the STANDARD SPECIFICATIONS.
- e. The ENGINEER will accept responsibility for the accuracy of the initial control points as provided herein.
- f. It is not the responsibility of the ENGINEER, except as provided herein, to check the correctness of the CONTRACTOR'S stakes; however, any errors that are apparent will be immediately called to the CONTRACTOR'S attention and CONTRACTOR shall be required to make the necessary correction before the stakes are used for construction purposes.

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- g. Where the plan quantities for excavation are to be used as the final pay quantities, the ENGINEER will make sufficient checks to determine if the work has been completed in substantial conformance with the plan cross sections.

Responsibility of the CONTRACTOR

- a. The CONTRACTOR shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. CONTRACTOR shall provide the ENGINEER adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work.
- b. It is the CONTRACTOR'S responsibility to tie in centerline control points in order to preserve them during construction operations.

Cooperation with Existing Utilities

The CONTRACTOR shall familiarize himself with the locations of all utilities and structures that may be found in the vicinity of the construction. The CONTRACTOR shall conduct his operations to avoid damage to the above-mentioned utilities and structures. Should any damage occur due to the Contractor's negligence, repairs shall be made by the CONTRACTOR at his expense in a manner acceptable to the ENGINEER. The CONTRACTOR shall notify all utility owners of his construction schedule and shall coordinate construction operations with the utility owners so that relocation of utility lines and structures may proceed in an orderly manner. Notification shall be in writing, with copies transmitted to the VILLAGE.

Protection of Existing Drainage Facilities During Construction

Unless otherwise noted on the plans, the existing drainage facilities shall remain in use during the period of construction. Locations of existing drainage structures and sewers as shown on the plans are approximate. Prior to commencing work the CONTRACTOR, at his own expense, shall determine the exact locations of existing structures which are within the proposed construction limit.

All existing drainage structures are to be kept free of any debris resulting from the CONTRACTOR's construction operations. All work and material necessary to prevent accumulation of debris in the drainage structures will be considered as incidental to the contract. Any debris in the drainage structures resulting from construction operations shall be removed at the CONTRACTOR's expense, and no extra compensation will be allowed.

The CONTRACTOR shall take the necessary precautions when working near or above existing sewers in order to protect these pipes during construction from any damage resulting from his operations. All work and material necessary to replace existing sewers damaged because of noncompliance with this provision shall be as directed by the ENGINEER in accordance with the "Standard Specifications" and at the CONTRACTOR's own expense, and no additional compensation will be allowed.

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During construction, if the CONTRACTOR encounters or otherwise becomes aware of any sewers, underdrains or field drains within the right-of-way other than those shown on the plans, he shall inform the ENGINEER, who shall direct the work necessary to maintain or replace the facilities in service and to protect them from damage during construction if maintained. Existing facilities to be maintained that are damaged because of the non-compliance with this provision shall be replaced at the CONTRACTOR's own expense. Should the ENGINEER have directed the replacement of a facility, the necessary work and payment shall be in accordance with the "Standard Specifications".

Maintenance of Existing Roadways

Beginning on the date that the CONTRACTOR begins work on this project, the CONTRACTOR shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the VILLAGE, but shall not include snow removal operations. Traffic control and protection for this work will be provided by the CONTRACTOR as required by the VILLAGE.

The work involved in maintaining the existing pavement will be paid for separately at the contract unit prices for the various items of work involved, unless otherwise specified elsewhere in these Special Provisions. Traffic control and protection will be paid for as stated in the contract. No construction activity shall begin until all proper signs and barricades have been installed. There shall be no equipment or material storage on the pavement, temporary or otherwise, unless approved by VILLAGE.

Progress Cleaning, Sweeping, and Waste Removal

The CONTRACTOR shall maintain a work area that is free of waste material, debris, and rubbish. The CONTRACTOR shall at a minimum mechanically sweep and collect debris from the pavement areas and curb and gutter of the project and adjacent roadways utilized to access the site on a weekly basis, preferably on Friday or Saturday afternoons. CONTRACTOR shall collect and remove waste materials, debris, and rubbish from the project site periodically and dispose of in an acceptable fashion offsite, or clean site as directed by VILLAGE. The project site shall be kept in a clean and in an orderly condition. When applicable, remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces prior to enclosing the space. When applicable, dust and vacuum interior areas prior to applying surface finishes, and continue cleaning to eliminate dust build up. The cost of this item shall be considered incidental to the project.

Demonstration and Instruction

When applicable the CONTRACTOR shall demonstrate operation and maintenance of products to VILLAGE personnel in advance of Substantial Completion. The demonstration of project equipment and instruction shall be done in a learning conducive environment by a representative who is knowledgeable about the system and its integration to the project. The instruction shall utilize operation and maintenance manuals as basis for instruction. Review of the manuals contents with the VILLAGE personnel shall be done in detail and shall cover all aspects of the systems operation and maintenance.

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The demonstration shall include: start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment within the system. The allotted training time for each item of the system is specified in the individual project provision.

Operation and Maintenance Manuals

The CONTRACTOR shall supply for each item of equipment and each system an operation and maintenance manual (O&M). The O&M shall include description of unit or system, and component parts, identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.

All O&M manuals shall be combined into volumes. Prepare a table of contents for each volume with tabbed dividers and space for insertion of data for each product or system description identified. The volume shall contain the parts as follows:

- A. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
- B. Part 2: Operation and maintenance instructions arranged by process flow and subdivided by specification sections. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - i. Include product data, with catalog/model number
 - ii. Include approved submittal information
 - c. Parts list for each component.
 - i. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage
 - d. Operating instructions.
 - i. Include sequence of operation by controls manufacturer
 - ii. Include start-up, break-in, and routine normal operating instructions and sequences
 - iii. Include regulation, control, stopping, shut-down, and emergency instructions
 - iv. Include summer, winter, and any special operating instructions
 - v. Provide control diagrams by controls manufacturer as installed

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- vi. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams
- e. Maintenance instructions for equipment and systems.
 - i. Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
 - ii. Provide servicing and lubrication schedule, and list of lubricants required.
 - iii. Include manufacturer's printed maintenance instructions.
 - iv. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
 - v. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
- C. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Start-up reports.
 - c. Certificates.
 - d. Originals of warranties and bonds.
 - e. Include test and balancing reports.
- D. Additional Requirements: As specified in individual product specification sections.

Submit one copy of completed volume(s) a minimum of fifteen (15) days prior to final inspection. Electronic versions can be submitted as long as they have been converted to Acrobat Format (.pdf). Maximum email attachment size is 10MB, if file exceeds 10MB it must be broken into several smaller files and be numbered appropriately (Example Submittal # 2 part 1 of 4). The O&M submittal will be reviewed and returned to CONTRACTOR with VILLAGE comments after final inspection.

CONTRACTOR shall revise content of all document sets as required prior to final submission. For equipment, or component parts of equipment, put into service during construction and operated by VILLAGE, submit documents no later than ten days after acceptance of equipment by VILLAGE.

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Equipment Warranties and Bonds

It is incumbent upon the CONTRACTOR to ensure that unless otherwise extended elsewhere in an individual special provision, all equipment shall be warranted for no less than twenty-four (24) months from the date of manufacturer's approved startup or the date, on which the equipment is placed into service, whichever is later. All equipment shall be free from defects in design, materials and workmanship prior to warranty or bond going into effect. When equipment is found faulty during the warranty/bond period the CONTRACTOR shall furnish and professional install replacement parts at no cost for any component proven defective, whether of his or manufacturer responsibility. In addition the following procedures shall be followed:

- A. CONTRACTOR to obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers and manufacturers within ten days after completion of the applicable item of work and submit to VILLAGE.
- B. CONTRACTOR to execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. CONTRACTOR to verify that documents are in proper form, contain full information and are notarized.
- D. CONTRACTOR to insert all Equipment Warranty and Bond information into the appropriate section of the O&M manual.
- E. Time Frame for Submittal of Warranties:
 - a. For equipment or component parts of equipment put into service during construction with VILLAGES permission, submit documents within ten days after acceptance.
 - b. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment
 - c. For Equipment for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty or bond period.

Record Drawings

The CONTRACTOR shall provide the VILLAGE with record drawings and field notes detailing the work and denoting any changes from the design as shown on the plan sheets. The VILLAGE requires that record drawings be submitted as two (2) E size (36"x 24") hard copies, and one (1) electronic version (.pdf) on a CD. All utilities shall have rim and invert information (Simple strike and re-write). The record drawing shall show building, sidewalks, and parking lot, outlines. The record drawing shall be stamped and approved by licensed surveyor or civil engineer. Spot grades are not required for the foundation, sidewalk, curbs, or other hardscapes. Constructed items required to have rim & invert information captured by survey include: Sanitary Manholes, Grease Traps, Clean Outs, Water Valve Vaults, Water Service Boxes (b-box), Storm Manholes, Catch Basins, Inlets, Overflow Structures, & Flared End Sections. All pipes shall have material, slope, and length checked (Simple strike & re- write). The cost for providing this information will be considered incidental to the project.

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SPECIAL PROVISIONS **PROJECT SPECIFIC SPECIAL PROVISIONS** **MAKER'S PARK MULTI-USE PATH**

Location of Project

This project includes the construction of the Maker's Park Multi-Use Path in the Village of Algonquin, McHenry County, IL.

Description of Work

The proposed work is officially known as MAKER'S PARK MULTI-USE PATH. The project is described as the construction of a multi-use path consisting of Hot-Mix Asphalt Surface Course and Binder Course, tree removal, topsoil excavation and placement, regrading the existing area, and thermoplastic pavement striping, and all necessary restoration in Algonquin, Illinois, as further described in the contract documents for the said work prepared by Christopher B. Burke Engineering, Ltd. (CBBEL).

Start Date

No work can begin before June 1, 2020 without prior written authorization from the Village.

Completion Timeframes

All work must be completed within 25 Working Days. The "Start of Maintenance" certificate will not be issued until all project related improvements and VILLAGE issued punchlist(s) have been completed to the satisfaction of the Public Works Director.

McHenry County Division of Transportation Permit

The CONTRACTOR shall be responsible for providing an approved Highway Permit Bond in the amount specified by MCDOT for the work within the MCDOT Right-of-Way. This shall be considered incidental to the cost of the contract.

Status of Utilities to be Adjusted

Effective: June 1, 2016

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information in regard to their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department's contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

UTILITIES TO BE ADJUSTED

Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances resolution will be a function of the construction staging. The responsible agency must relocate or complete new installations as noted in the action column; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

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NO CONFLICTS ANTICIPATED

UTILITIES TO BE WATCHED AND PROTECTED

The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Department's contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some instances the contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owners part can be secured.

NO CONFLICTS ANTICIPATED

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

Agency/Company Responsible to Resolve Conflict	Name of contact	Address	Phone	e-mail address
AT&T (Distribution) Local	Steve Larson	1000 Commerce Drive, Oak Brook, IL 60523	630-573-5450	g11629@att.com
Comcast	Martha Gieras	688 Industrial Drive, Elmhurst, IL 60126	630-600-6352	martha_gieras@cable.comcast.com
Commonwealth Edison	Lisa Argast		630-576-7094	Lisa.mavity@comed.com
Nicor Gas	Charles M. Parrott	1844 Ferry Road, Naperville, IL 60563	630-388-3319	cparrot@southernco.com

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be taken into account in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

Estimated duration of time provided in the action column for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with contractor activities in the number of days noted.

The estimated relocation dates must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor and the utility companies. The Department's contractor is responsible for contacting J.U.L.I.E. prior to any and all excavation work.

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SPECIAL PROVISIONS **LINE ITEM SPECIAL PROVISIONS** **MAKER'S PARK MULTI-USE PATH**

TREE ROOT PRUNING

Description.

This Special Provision revises Section 201 of the Standard Specifications for Road and Bridge Construction for tree root pruning for locations shown on the plans for sidewalk removal and replacement, and at locations determined by the Engineer in the field, as directed by the Engineer within the construction limits of the project.

General.

All work shall be done in accordance with Section 201 of the Standard Specifications for Road and Bridge Construction and per the detail included in the plans. Protective tree fencing shall be included in the cost of this work.

Method of Measurement and Basis of Payment.

This work shall be measured and paid for at the Contract unit price per FOOT for TREE ROOT PRUNING, which price shall include all labor, materials, tree root pruning, protective tree fencing, and equipment necessary to complete the work as specified herein.

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FURNISHED EXCAVATION

Description.

The embankment materials shall be constructed as follows:

- The exposed subgrade should be recompact to at least 90 percent of the Modified Proctor density prior to the placement of new embankment fill.
- New embankment fill should consist of inorganic silty/sandy clay soils of low to medium plasticity or approved granular materials.
- The fill materials should be placed in approximate 10-inch lifts loose measure and compacted to at least 90 percent of maximum dry density as determined by the Modified Proctor test (ASTM D 1557), with the upper two (2) feet to meet a 95 percent compaction criterion.

Method of Measurement and Basis of Payment.

The CONTRACTOR shall be responsible for providing Quality Control on the project for all necessary items per Article 106 of the STANDARD SPECIFICATIONS and as required per the ENGINEER. This shall include, but is not limited to, earthwork items. All QC testing shall be considered incidental to the CONTRACT.

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TRENCH BACKFILL, SPECIAL

Description.

The provisions of Section 208 of the "Standard Specifications for Road and Bridge Construction" shall be modified such that the material used for trench backfill shall be CA-6 coarse aggregate. The trench backfill shall be compacted only by Method 1, as defined in Article 550.07 of the Standard Specifications, which states the material shall be deposited in uniform lifts not exceeding 12 inches in depth (loose measure), and each lift shall be compacted by ramming or tamping with tools approved by the ENGINEER. Jetting of the trench will not be acceptable without prior written approval from the Owner or their Public Works Department. All material and placement shall be in accordance with IDOT Policy Memorandum 11-08.4.

Materials.

All materials shall be in accordance with Sections 208 and 1003 of the "Standard Specifications for Road and Bridge Construction" and shall be approved by the Engineer prior to placement. Furnished TRENCH BACKFILL, SPECIAL material shall be produced from an IDOT-approved site. All material must be of sound durable aggregate and completely free of all deleterious material, such as wood, wood chips, brush, plastic, etc. Non-mechanically blended RAP may be allowed up to a maximum of 5.0 percent.

Removal of TRENCH BACKFILL, SPECIAL prior to PATCHES of the type and thickness specified, or reconstruction of the roadway, shall be considered incidental to this pay item.

Any material conforming to the requirements of Articles 1003.03 or 1004.05 which has been excavated from on-site trenches shall be used for backfilling the trenches. No compensation shall be made for TRENCH BACKFILL, SPECIAL for the portion of the trench backfilled with excavated material. Excavated material must meet all specifications and requirements as stated herein to the approval of the Engineer; any necessary testing for excavated material approval shall be considered incidental to this pay item.

Method of Measurement and Basis of Payment.

This work will be paid for at the contract unit price per CUBIC YARD for TRENCH BACKFILL, SPECIAL which price shall include all material, equipment, and labor necessary to place and compact the trench backfill as specified. The quantity of trench backfill for payment shall be determined by using the method of measurement defined in Article 208.03 (b) of the Standard Specifications. Material coming from an un-approved source shall not be paid for and shall be removed from the project site at no cost.

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COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT, SPECIAL

Description.

This work shall consist of the removal of the existing curb and gutter and the construction of new concrete curb and gutter including all necessary excavation, embankment, subbase granular material, and landscape restoration as shown in the detail on the plans and in accordance with Sections 606, 202, 205, 211, 250, 251 and 311 of the Standard Specifications and as specified herein.

Materials.

IDOT Class SI Concrete (14-day compressive strength of 3,500 psi), Section 1020;
4" Granular Sub-base CA-6 gradation, Section 1004;
Preformed Expansion Joint Filler, Fiber or Cork, Section 1051.04 & 1051.06;
Dowel Bars, Section 1006.11 (b) Protective Coat, Section 1023.01;
All other materials in accordance with Section 420.

Construction Requirements.

In addition to the requirements of Article 606.06 of the Standard Specifications the Contractor shall excavate all material necessary to build the proposed curb and gutter and proposed sub-base in accordance with Section 202 of the Standard Specifications. The proposed sub-base shall be sub-base granular material, Type B of the thickness shown on the plans in accordance with Section 311 of the Standard Specifications.

In removal locations less than sixty feet (60'):

Each cold joint shall have two (2) half inch (1/2") deformed rebar drilled and set into existing curb. Contraction joints shall be placed at a maximum spacing of 10 feet.

In removal locations greater sixty feet (60') and greater:

Each cold joint shall have two (2) half inch (1/2") deformed rebar drilled and set into existing curb, unless cold joint falls on an increment of sixty feet at which point expansion joint is to be installed. Expansion joints shall be placed at a maximum spacing of 60 feet and shall be constructed with joint filler and 2 smooth dowel bars (epoxy coated) drilled and epoxy set into the existing curb (Section 442.06 (a) (2)). Dowel bars shall have greased caps installed to allow for free movement of the expansion joint. Contraction joints shall be placed at a maximum spacing of 10 feet.

All curb shall have a broom finish and have a protective coat (Section 420.18) applied after curing period in accordance with Section 1023, and shall be considered incidental to this line item.

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Method of Measurement and Basis of Payment.

Combination concrete curb and gutter removal, including saw cutting, all excavation, sub-base material, curb backfill, Class SI concrete, drilling and setting of rebar or dowels, rebar, dowel, joint filler, jointing, and landscape restoration necessary to construct the work as shown on the plans and as specified herein shall be measured at the contract unit price per FOOT for COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT, SPECIAL of all shapes and sizes on project.

Revise Article 311.08(b) to read:

Granular subbase will not be measured for payment, but shall be considered incidental to COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT, SPECIAL.

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PRECAST REINFORCED CONCRETE FLARED END SECTIONS W/ GRATE

Description. This work shall consist of installing a precast reinforced concrete flared end section with grate of the size shown on the plans. All work shall be done in accordance with Section 542 of the Standard Specifications and the applicable IDOT Highway Standards. The Contractor is responsible for submitting a detail and/or catalog cut for the grate for approval by the Engineer before ordering materials.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per EACH for FLARED END SECTIONS W/ GRATE, of the diameter specified, which price shall constitute payment in full for all labor, materials, equipment, and incidentals necessary to complete the work as specified herein.

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AS-BUILT DRAWINGS

Description. At the completion and acceptance of the work, the CONTRACTOR shall perform an 'as-built' survey of the newly installed water main.

The survey shall provide, a minimum, the following information in ESRI ArcGIS Shapefile or Geodatabase format:

1. Locations and elevations of all hydrants, valves, tees, bends, addresses, roads labeled, and reducers tied into the right-of-way.
2. The base sheets should be the design drawings.
3. The water main size, length, and material should be clearly labeled.
4. The proposed alignment of the water main should be turned off.
5. If any repairs or solid sleeves are needed shall be located.
6. Independent GIS layers should be used for each pipe size.
7. Horizontal Verification: Adhere to Illinois State Plane Coordinate System NAD 1983, as adjusted for Alignment of passive control with the latest realization of the North American Datum of 1983: NAD 83 (2011) epoch 2010.00.
(<http://www.ngs.noaa.gov/web/surveys/NA2011/>). Horizontal coordinates shall be State Plane NAD 83, Illinois East.
8. Vertical Verification: Adhere to National Geodetic Survey (NGS) Geodetic Leveling, Second Order Class II Vertical Control Network Standards, as described on the NOAA/NGS website, <http://www.ngs.noaa.gov/height/mod/Leveling/requirements.html>. Vertical coordinates shall utilize DuPage County Benchmark Monumentation (NAVD '88 datum).

The CONTRACTOR will turn over 1 paper copy of a full size (22"x34") plan set. The minimum scale will be 1" = 20". One copy of the computer files in GIS format and PDFs on a CD.

It is the CONTRACTOR'S responsibility to provide the Village with a digital picture showing the "IL Bicycle Path Grant Program" acknowledgement sign has been posted at the project site.

Method of Measurement and Basis of Payment. This item will be paid for at the contract LUMP SUM price for AS-BUILT DRAWINGS, which price shall be payment in full for all services, materials, labor and other items to complete the work.

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BOLLARDS

Description. This work shall consist of the construction of bollards as detailed at the locations shown on the plans.

Construction Requirements. The CONTRACTOR shall install a steel pipe with a cast out sleeve cover in accordance with the plan details. The bollard steel pipe shall be vertical and shall be 5'-4" in length (22" feet exposed height). The bollard pipe shall be encased in concrete to a minimum depth of 4 feet. The steel pipe shall be filled with Class SI concrete to the top of pipe. The cast out sleeve cover shall be a minimum of 30" high.

The Contractor shall provide shop drawings to the Engineer for review and approval prior to ordering the bollards.

The bollards shall be TrafficGuard RP4500 Series Key Lock Removable Bollards, 4.5" Diameter.

Method of Requirement and Basis of Payment. This work will be paid for at the contract unit price per EACH for BOLLARDS which price shall be payment in full for all excavation, pipe, encasement, cast out sleeve cover, paint, and all collateral work required to construct the bollard as described herein.

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CONSTRUCTION LAYOUT

The Engineer will provide adequate reference points to the baseline of survey and benchmarks as shown in the plans and listed herein. Any additional control points set by the Engineer will be identified in the field to the Contractor and all field notes will be kept in the office of the Engineer.

The Contractor shall provide field forces, equipment and materials to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line and grade shall be set at sufficient station intervals (not to exceed 15 m (50 ft.)) to assure substantial conformance to plan line and grade. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract.

The Contractor shall be responsible for having the finished work substantially conform to the lines, grades, elevations and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimension, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the Engineer

- a. The Engineer will locate and reference the baseline.

Locating and referencing the baseline of survey will consist of establishing and referencing the control points of the baseline of surveys such as PC's, PT's and as many POT's as are necessary to provide a line of sight.

- b. Benchmarks will be established along the project outside of the construction lines not exceeding 300 m (1,000 ft.) intervals horizontally and 6 m (20 ft.) Vertically.
- c. Stakes set for (a) and (b) above will be identified in the field to the Contractor.
- d. The Engineer will make random checks of the Contractor's staking to determine if the work is in substantial conformance with the plans. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- e. The Engineer will set all stakes for utility adjustment for building fences along the right of way line by parties other than the Contractor.
- f. The Engineer will make all arrangements and take all cross sections from which the various pay items are to be measured.

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- g. Where the Contractor, in setting construction stakes, discovers discrepancies, the Engineer will check to determine their nature and make whatever revisions are necessary in the plans, including the recross-sectioning of the area involved. Any additional restaking required by the Engineer will be the responsibility of the Contractor. The additional restaking done by the Contractor will be paid for in accordance with 109.04 of the STANDARD SPECIFICATIONS.
- h. The Engineer will accept responsibility for the accuracy of the initial control points as provided herein.
- i. It is not the responsibility of the Engineer, except as provided herein, to check the correctness of the Contractor's stakes; however, any errors that are apparent will be immediately called to the Contractor's attention and s(he) shall be required to make the necessary correction before the stakes are used for construction purposes.
- j. Where the plan quantities for excavation are to be used as the final pay quantities, the Engineer will make sufficient checks to determine if the work has been completed in substantial conformance with the plan cross sections.

Responsibility of the Contractor

- a. The Contractor shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. S(he) shall provide the Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work.

It is the Contractor's responsibility to tie in baseline control points in order to preserve them during construction operations.

- b. The Contractor shall be responsible for locating and marking the limits of the project prior to the installation of silt fence.
- d. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Engineer at the completion of the project. All notes shall be neat, orderly and in accepted form.

Basis of Payment

This work will be paid for at the contract LUMP SUM price for CONSTRUCTION LAYOUT, which shall be payment in full for all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, and relocate all control and stationing points for the duration of the project.

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TOPSOIL EXCAVATION AND PLACEMENT (6")

Description. This work shall consist of furnishing, excavating, and placing topsoil.

Materials. Topsoil shall be loamy soil from the A horizon of soil profiles of local soils. Loamy soil and the A horizon soil profile are defined in the IDOT Geotechnical Manual. The loamy soil shall have an organic content between one and ten percent according to AASHTO T 194. It shall be relatively free from large roots, sticks, weeds, brush, or stones larger than 1 in. (25 mm) in diameter, or other waste products. At least 90 percent shall pass the No. 10 (2.00 mm) sieve according to Illinois Modified AASHTO T 27, and the pH shall be between 5.0 and 8.0 according to ASTM D 4972.

Topsoil shall be free of any residual herbicides and capable of supporting and germinating vegetation. Should the Village question the quality of the topsoil provided, for any reason, testing may be required in order to prove compliance with the specification. This testing, as requested, will be incidental to the contract.

Furnishing and Excavating Topsoil. The Contractor shall furnish any topsoil from areas outside the limits of the right-of-way. A sample with an indicated source must be supplied to the owner for their approval prior to its installation.

Placing Topsoil. Prior to placing topsoil, the project manager, or his designee, shall identify, and appropriately mark, all areas to be restored. Areas disturbed as a result of the work, which fall outside the limits of construction, shall be restored per the specification at no additional cost. All areas shall be edged and squared to provide a neat and uniform appearance. Topsoil shall not be placed until the area to be covered has been shaped, trimmed, and finished. All silt fence and temporary erosion control devices shall be fully removed, and all irregularities or depressions in the surface due to weathering or other causes shall be filled or smoothed out before the topsoil is placed. Additionally, excavations, trenches, and restoration areas within twenty four (24) inches of newly installed or replaced curbing, sidewalk, or path shall receive thorough compaction with a jumping jack style, or vibratory plate, compactor prior to placing topsoil. The final 50 mm (2in.) of topsoil placed shall be from a pulverized source, or sufficiently gilled and screened to provide a loose, even bedding for seed application.

If the existing surface has become hardened, compacted, or crusted, it shall be disked or raked or otherwise broken up so as to provide a bond with the lift of topsoil to be applied.

Total topsoil depths shall be a minimum of 150 mm (6 in.) in all turf areas and 300 mm (12 in.) in all planting beds. To prevent settling, every 75 mm (3in.) of placed fill or topsoil shall be compacted utilizing a jumping jack style, or vibratory plate, compactor, or equal as approved by the project manager, or his designee. The final 50 mm (2in.) of topsoil placed shall be from a pulverized source, or sufficiently gilled and screened to provide a loose, even bedding for seed application.

VILLAGE OF ALGONQUIN

Finishing. The surface of the topsoil shall be free from clods, stones, sticks and debris and shall be according to the lines/grades as shown on the plans.

Clearing Area and Disposal of Surplus Material. Upon completion of the work, all areas shall be cleared of equipment, debris, and excess material. Surplus or waste material resulting from construction operations shall be disposed of according to Article 202.03. of Illinois Department of Transportation Standard Specifications Current Edition.

Measurement and Payment. This work will be paid for at the contract price per CUBIC YARD as TOPSOIL EXCAVATION AND PLACEMENT (6"), which price shall be payment in full for all labor, material, and equipment necessary for the supply, and installation of the topsoil and all incidental work and materials herein specified.

VILLAGE OF ALGONQUIN

SEEDING

Description. This work shall consist of preparing the seed bed and placing the seed and other materials required in seeding operations on the disturbed areas.

Fertilize. Fertilizer nutrients shall be uniformly spread over the designated areas immediately prior to seed bed preparation. 300 kg (270 lb) of fertilizer nutrients per hectare (acre) shall be applied at 1:1 ratio as follows:

Nitrogen Fertilizer Nutrients 100 kg/ha (90 lb/acre)

Potassium Fertilizer Nutrients 100 kg/ha (90 lb/acre)

Fertilizer shall be delivered in waterproof bags which show the weight, chemical analysis, and name of the manufacturer. This information will be provided to the owner prior to application. The Contractor shall restore, at his/her expense, any existing turf areas damaged by improper application of fertilizer nutrients.

Seed Bed Preparation. Seed bed preparation shall not be started until all stones, boulders, debris and similar material larger than 25 mm (1 in.) in diameter have been removed. The areas to be seeded shall be worked to a minimum depth of 50 mm (2 in.) with a disk tiller or other equipment approved by the Owner, reducing all soil particles to a size not larger than 6 mm (1/4 in.) in the largest dimension. The prepared surface shall be relatively free from weeds, clods, stones, roots, sticks, rivulets, gullies, crusting and caking. No seeds shall be sown until the seed bed has been approved by the Owner.

Seeding Methods. No seed shall be sown during high winds or when the ground is not in a proper condition for seeding, nor shall any seed be sown until the seeding mixture has been approved, as noted below, by the project manager, or his designee.

The standard application of seed or fertilizer shall be done utilizing a hydraulic seeder, unless otherwise specified or required. The rate of application shall be not less than 9500 L (1000 gal) of slurry per hectare (acre). This slurry shall contain the proper quantity of seed or fertilizer nutrients specified per hectare (acre). When using a hydraulic seeder, the fertilizer nutrients and seed shall be applied in two separate operations.

In circumstances where a hydraulic seeder cannot be utilized, and erosion control blanket is specified, all seed installation equipment shall be approved by the Owner prior to being used. Prior to starting work, seeders and inter-seeders shall be calibrated and adjusted to sow seeds at the required seeding rate. Equipment shall be operated in a manner to ensure complete coverage of the entire area to be seeded or inter-seeded. The Owner shall be notified 48 hours prior to beginning the seeding operations so that the Owner may determine by trial runs that a calibration of the seeder will provide uniform distribution at the specified rate per hectare (acre). All seeding shall occur prior to placement of mulch blanket/cover.

Seeding Dates. The seeding dates shall be from May 1st to June 15th and from September 1st to October 15th.

VILLAGE OF ALGONQUIN

Seeding Mixtures. Seeding mixtures shall be provided according to the approved plan set, or as specified by the owner, but shall typically be based upon Illinois Department of Transportation seed class mix specifications.

All seed shall be delivered in the manufacturer's original packaging and shall include the manufacturer's guaranteed analysis of seed type and percentage. Seed shall be approved by the project manager prior to installation, and the information (tag) from each bag shall be submitted, with the project paperwork, to the owner for documentation.

Mulch Blanket. Mulch blanket shall be placed, on the areas specified, within 24 hours after seeding operations have been completed. On slopes steeper than 1:3 (V:H), mulch shall be applied the same day as seeded.

Prior to placing the blanket, the areas to be covered shall be relatively free of foreign material which will prevent the close contact of the blanket with the seed bed. After the area has been properly shaped, fertilized and seeded, the blanket shall be laid out flat, evenly and smoothly, without stretching the material. The designated blankets shall be placed per the manufacturer's specifications.

For placement on slopes, knitted straw blanket shall be unrolled in the direction of the slope and shall extend a minimum of 900 mm (3 ft) over the crest of the slope. On slope applications, six staples shall be installed on uniform spacing across the uphill end of each roll. The downhill ends of the lowermost rolls across the slope also shall be anchored with six staples, placed on uniform spacing.

Maintenance. Following hydraulic seeding or erosion blanket installation, foot and vehicular traffic, or the movement of equipment over the completed area shall be prohibited.

Promptly after seeding, wet the upper one inch (1") of the seed bed thoroughly. All seeded areas will be kept moist throughout the germination process, receiving thorough (minimum of one (1) inch depth) watering a minimum of seven (7) times, equally disbursed throughout the first thirty (30) days after seeding, and until the grass has reached a minimum height of two (2) inches. Additional watering, which is incidental to the contract, may be required to reach the minimum height of two (2) inches. The surface of the soil shall not be allowed to dry out, but areas of standing water shall not be permitted. Documentation of watering events shall be submitted to the project manager and include the date and time the watering was performed, as well as the equipment utilized and number of gallons of water applied.

At any location where restoration work has been displaced by any Contractor's equipment, personnel, or weathering activity, the seeding and mulch or other work damaged as a result of that displacement shall be repaired or replaced immediately at the Contractor's expense, in a manner satisfactory to the Owner.

VILLAGE OF ALGONQUIN

Supplemental Watering and Fertilization. Once the new seed has been watered, per the specification, for a minimum of thirty (30) days and reached a height of two inches (2") or greater, supplemental watering and fertilization may be required in the event of inadequate rainfall or turf development. Supplemental water and fertilizer shall be applied, at the Contractor's discretion, in order to maintain the area in compliance with the terms of the guarantee. Use of a diffusing type attachment for hose watering to create a light sprinkling effect is required. All supplemental watering and fertilization is incidental to the contract.

Guarantee. Contractor shall guarantee the seeding for a period of one full growing season from the Date of Substantial Completion of total project for any loss due to faulty materials, workmanship, or procedures. From the period of thirty (30) days after initial seeding, to the date of final acceptance (end of guarantee period; one (1) full growing season), seeded areas shall have a healthy, uniform, close stand of established grass, free of weeds, surface irregularities and have no bare spots larger than twenty (20) percent of any given three (3) by three (3) foot area. If any area does not meet this criteria contractor shall prepare the soil surface of the rejected areas, install seed, fertilizer, and mulch, and water until an acceptable stand of grass is established. Any seeded or landscaped area disturbed by these procedures will be restored at the contractor's expense.

If any seeding performed in order to meet the terms of the guarantee must be performed later than the scheduled seeding periods then the contractor shall also guarantee these seeded areas, from loss due to weather, for a period of one growing season from the date of substantial guarantee work completion.

Measurement and Payment. This work will be paid for at the contract price per SQUARE YARD as SEEDING (SPECIAL) which price shall be payment in full for all labor, material, and equipment necessary for the supply, and installation of the seeding and all incidental work and materials herein specified.

VILLAGE OF ALGONQUIN

STABILIZED CONSTRUCTION ENTRANCE

Description. This work shall consist of furnishing, installation, maintenance and removal of stabilized pad of aggregate underlain with filter fabric as shown on the plans or directed by the Engineer.

Materials. Materials shall conform to the following:

Aggregate size. IDOT Coarse Aggregate Graduation: CA-1, CA-2 CA-3, or CA-4.

Filter Fabric shall consist of synthetic polymers composed of at least 85 percent by weight polypropylene, polyesters, polyamides, polyethylene, polyolefins, or polyvinylidene-chlorides. The geotextile shall be free of any chemical treatment or coating that significantly reduces its porosity. Fibers shall contain stabilizers and/or inhibitors to enhance resistance to ultraviolet lights.

A wash rack is required.

Construction Requirements. The course aggregate shall be a thickness of 6 inches or more. The stone entrance should not be filled until the area has been inspected and approved by the Engineer.

The rock shall be dumped and spread into place in approximately horizontal layers not more than 3 feet in thickness. It shall be placed in a manner to produce a reasonable homogeneous stable fill that contains no segregated pockets or larger or small fragments or large unfilled space caused by bridging of larger fragments. No compaction will be required beyond that resulting from the placing and spreading operations.

The minimum width and length shall be 14 and 70 feet, respectively, per the Engineer.

All surface water flowing or diverted toward the construction entrance shall be piped across the entrance. Any pipe used for this will be considered incidental to the STABILIZED CONSTRUCTION ENTRANCE.

The entrance shall remain in place and be maintained until the disturbed area is stabilized. Any sediment spilled onto public right-of-ways must be removed immediately.

Measurement and Payment. The work shall be paid for at the contract unit price per SQUARE YARD for STABILIZED CONSTRUCTION ENTRANCE, which price shall be payment in full for all material, labor and any other items required to complete the work.

VILLAGE OF ALGONQUIN

TIMBER FENCE

Description.

This work shall consist of furnishing and installing a timber fence as shown in the details at the locations shown on the plans or as otherwise directed by the Engineer. Shop drawings shall be submitted and approved by the Village prior to order placement.

Materials.

All materials shall be in accordance with the Manufacturer's product specifications and details.

Construction Method.

The fence shall be installed in accordance with the Manufacturer's product specifications and details.

Method of Measurement and Basis Payment.

This work shall be measure and paid for at the contract unit price per FOOT for TIMBER FENCE, which price shall be payment in full for furnishing all materials, installation, labor and equipment.

VILLAGE OF ALGONQUIN

TRAFFIC CONTROL AND PROTECTION, SPECIAL

Description.

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions, and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the Engineer at least 72 hours in advance of beginning work. If necessary, temporary ramps shall be installed and removed at intersections and driveways in the construction area where a vertical fac exists adjacent to pavement, driveways, and curb and gutter. The width of the ramps shall match the street and driveway widths. The installation of the ramps shall be installed within the time constraints as follows:

- A. Intersection Ramps – By 5:00 p.m. of the same day after commencing the pavement removal at each intersection.
- B. Driveway Ramps – By 5:00 p.m. of the same day after commencing the pavement removal contiguous to each driveway.

The Contractor may use stone, steel plates, or any other means approved by the Engineer to maintain access. If stone is used and kept clean, it may be used in the construction of the driveways or roadway, with permission of the Engineer.

The Contractor shall construct and maintain aggregate surface course for temporary access to private entrances, commercial entrance, and roads according to Article 402.07 and as directed by the Engineer.

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface course for any operation that may disturb or remove the temporary access. The same type gradation of material used to construct the temporary access shall be used to maintain it. when use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03.

STANDARDS:

- 701501-06 URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED
- 701901-08 TRAFFIC CONTROL DEVICES

DETAILS:

- TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS (TC-10)
- DISTRICT ONE TYPICAL PAVEMENT MARKINGS (TC-13)

VILLAGE OF ALGONQUIN

SPECIAL PROVISIONS:

Maintenance of Existing Roadways

Public Safety and Convenience

Method of Measurement.

All traffic control and protection shall be measured for payment on a LUMP SUM basis.

Basis of Payment.

All traffic control and protection shall be paid for at the contract LUMP SUM price for TRAFFIC CONTROL AND PROTECTION, SPECIAL. This work shall include all labor, materials, transportation, handling, temporary ramps, temporary access, and incidental work necessary to furnish, install, maintain, and remove all traffic control devices required, as indicated in the plans and as approved by the Engineer.

VILLAGE OF ALGONQUIN

TUBULAR TRAFFIC SIGN POST

Description: This work shall consist of furnishing and installing telescoping steel sign supports for ground-mounted signs utilizing a telescoping base section.

General: This work shall be completed in accordance with Section 728 of the Standard Specifications.

Method of Measurement and Basis of Payment: This work shall be paid for at the contract unit price per each for TUBULAR TRAFFIC SIGN POST.

VILLAGE OF ALGONQUIN

HOT-MIX ASPHALT BINDER, LEVELING BINDER AND SURFACE COURSE

Description.

Hot Mix Asphalt pavements shall be designed, produced, stored, controlled (sample inspection, sampling, and testing), shipped, and constructed in accordance with Section 406, 1102, and other applicable sections of the Standard Specifications for Road and Bridge Construction, applicable Special Provisions, and Chapter 44 of the Bureau of Local Roads and Streets Manual and the following:

Mix Design.

All asphalt mix designs shall target 3.5% Air Voids and all production shall trend about 3.5% Air Voids. N50, IL-9.5 mm Surface course shall have a minimum of 40% passing the #8 sieve. Re-proportioning (within SSRBC adjustments allowed) of IDOT verified mix designs may be allowed and the contractor must submit these values for a review by the Engineer at least one week prior to the first day of production. One field TSR test by the Contractor will be required to validate changes. The AJMF during production shall meet the remaining IDOT volumetric requirements.

HOT-MIX ASPHALT MIXTURE REQUIREMENTS

ITEM	AC TYPE	VOIDS
Hot Mix Asphalt Surface Course, Mix "D," N50	PG 58-22/58-28*	3.5% @ 50 GYR
Hot Mix Asphalt Binder Course, IL-19, N50	PG 58-22/58-28*	3.5% @ 50 GYR

Note: The unit weight used to calculate all HMA surface mixture quantities is 112 lbs/sq yd/in

* When Asphalt Binder Replacement (ABR) exceeds 15%, the new asphalt binder in the mix shall be PG 58-28. No more than 2% Reclaimed Asphalt Shingles shall be allowed in the asphalt.

Construction Method.

Follow Section 406, with the following additions:

1. Tack coat all longitudinal joints (hot and cold) and curb faces.
2. Pneumatic tire roller is required on all lifts, all mixes, except surface courses.
3. Auger extensions are required on all lifts, all mixes.
4. Reverse augers must be installed properly.
5. Roll (compact) the confined and curb line longitudinal joint by overlapping by 6" from the hot to cold side of mat and/or curbing.
6. Paving of the full roadway width shall be completed at the end of each day. Longitudinal joints shall be closed daily and within one truck load of HMA to prevent cold joints. Any violation shall require saw cutting edge back 3" to expose straight edge, shall be tack coated twice, and will be straight and uniform.
7. Asphalt along the curb line shall be compacted such that the asphalt is 1/4" above the curb line.

IDOT HIGHWAY STANDARDS

ABV ABOVE
 AC ACCESS CONTROL
 AC ACRE
 ADJ ADJUST
 AS AERIAL SURVEYS
 AGG AGGREGATE
 AH AHEAD
 APT APARTMENT
 ASPH ASPHALT
 AUX AUXILIARY
 AGS AUXILIARY GAS VALVE (SERVICE)
 AVE AVENUE
 AX AXIS OF ROTATION
 BK BACK
 B-B BACK TO BACK
 BKPL BACKPLATE
 B BARN
 BARR BARRICADE
 BGN BEGIN
 BM BENCHMARK
 BND BINDER
 BIT BITUMINOUS
 BTM BOTTOM
 BLVD BOULEVARD
 BRK BRICK
 BBOX BUFFALO BOX
 BLDG BUILDING
 CIP CAST IRON PIPE
 CB CATCH BASIN
 C-C CENTER TO CENTER
 CL CENTERLINE OR CLEARANCE
 CL-E CENTERLINE TO EDGE
 CL-F CENTERLINE TO FACE
 CTS CENTERS
 CERT CERTIFIED
 CHSLD CHISELED
 CS CITY STREET
 CP CLAY PIPE
 CLSD CLOSED
 CLID CLOSED LID
 CT COAT OR COURT
 COMB COMBINATION
 C COMMERCIAL BUILDING
 CE COMMERCIAL ENTRANCE
 CONC CONCRETE
 CONST CONSTRUCT
 CONTD CONTINUED
 CONT CONTINUOUS
 COR CORNER
 CORR CORRUGATED
 CMP CORRUGATED METAL PIPE
 CNTY COUNTY
 CH COUNTY HIGHWAY
 CSE COURSE
 XSECT CROSS SECTION
 m³ CUBIC METER
 mm³ CUBIC MILLIMETER

CU YD CUBIC YARD
 CULV CULVERT
 C&G CURB & GUTTER
 D DEGREE OF CURVE
 DC DEPRESSED CURVE
 DET DETECTOR
 DIA DIAMETER
 DIST DISTRICT
 DOM DOMESTIC
 DBL DOUBLE
 DSEL DOWNSTREAM ELEVATION
 DSFL DOWNSTREAM FLOWLINE
 DR DRAINAGE OR DRIVE
 DI DRAINAGE INLET OR DROP INLET
 DRV DRIVEWAY
 DCT DUCT
 EA EACH
 EB EASTBOUND
 EOP EDGE OF PAVEMENT
 E-CL EDGE TO CENTERLINE
 E-E EDGE TO EDGE
 EL ELEVATION
 ENTR ENTRANCE
 EXC EXCAVATION
 EX EXISTING
 EXPWAY EXPRESSWAY
 E EXTERNAL DISTANCE OF HORIZONTAL CURVE
 E OFFSET DISTANCE TO VERTICAL CURVE
 F-F FACE TO FACE
 FA FEDERAL AID
 FAL FEDERAL AID INTERSTATE
 FAP FEDERAL AID PRIMARY
 FAS FEDERAL AID SECONDARY
 FAUS FEDERAL AID URBAN SECONDARY
 FP FENCE POST
 FE FIELD ENTRANCE
 FH FIRE HYDRANT
 FL FLOW LINE
 FB FOOT BRIDGE
 FDN FOUNDATION
 FR FRAME
 F&G FRAME & GRATE
 FRWAY FREEWAY
 GAL GALLON
 GALV GALVANIZED
 G GARAGE
 GM GAS METER
 GV GAS VALVE
 GRAN GRANULAR
 GR GRATE
 GRVL GRAVEL
 GND GROUND
 GUT GUTTER
 GP GUY POLE
 GW GUY WIRE
 HH HANDHOLE
 HATCH HATCHING

HD HEAD
 HDW HEADWALL
 HDUTY HEAVY DUTY
 ha HECTARE
 HMA HOT MIX ASPHALT
 HWY HIGHWAY
 HORIZ HORIZONTAL
 HSE HOUSE
 IL ILLINOIS
 IMP IMPROVEMENT
 IN DIA INCH DIAMETER
 INL INLET
 INST INSTALLATION
 IDS INTERSECTION DESIGN STUDY
 INV INVERT
 IP IRON PIPE
 IR IRON ROD
 JT JOINT
 kg KILOGRAM
 km KILOMETER
 LS LANDSCAPING
 LN LANE
 LT LEFT
 LP LIGHT POLE
 LGT LIGHTING
 LF LINEAL FEET OR LINEAL FEET
 L LITER OR CURVE LENGTH
 LC LONG CHORD
 LNG LONGITUDINAL
 L SUM LUMP SUM
 MACH MACHINE
 MB MAIL BOX
 MH MANHOLE
 MATL MATERIAL
 MED MEDIAN
 m METER
 METH METHOD
 M MID-ORDINATE
 mm DIA MILLIMETER DIAMETER
 MIX MIXTURE
 MBH MOBILE HOME
 MOD MODIFIED
 MFT MOTOR FUEL TAX
 N & BC NAIL & BOTTLE CAP
 N & C NAIL & CAP
 N & W NAIL & WASHER
 NOAA NATIONAL OCEANIC ATMOSPHERIC
 ADMINISTRATION
 NC NORMAL CROWN
 NB NORTHBOUND
 NE NORTHEAST
 NW NORTHWEST
 OLID OPEN LID
 PAT PATTERN
 PVD PAVED
 PVMT PAVEMENT
 PM PAVEMENT MARKING

PED PEDESTAL
 PNT POINT
 PC POINT OF CURVATURE
 PI POINT OF INTERSECTION OF HORIZONTAL CURVE
 PRC POINT OF REVERSE CURVE
 PT POINT OF TANGENCY
 POT POINT ON TANGENT
 POLYETH POLYETHYLENE
 PCC PORTLAND CEMENT CONCRETE
 PP POWER POLE OR PRINCIPAL POINT
 PRM PRIME
 PE PRIVATE ENTRANCE
 PROF PROFILE
 PGL PROFILE GRADELINE
 PROJ PROJECT
 P.C. PROPERTY CORNER
 PL PROPERTY LINE
 PR PROPOSED
 R RADIUS
 RR RAILROAD
 RRS RAILROAD SPIKE
 RPS REFERENCE POINT STAKE
 REF REFLECTIVE
 RCCP REINFORCED CONCRETE CULVERT PIPE
 REINF REINFORCEMENT
 REM REMOVAL
 RC REMOVE CROWN
 REP REPLACEMENT
 REST RESTAURANT
 RESURF RESURFACING
 RET RETAINING
 RT RIGHT-OF-WAY
 ROW ROAD
 RDWY ROADWAY
 RTE ROUTE
 SAN SANITARY
 SANS SANITARY SEWER
 SEC SECTION
 SEED SEEDING
 SHAP SHAPING
 S SHED
 SH SHEET
 SHLD SHOULDER
 SW SIDEWALK OR SOUTHWEST
 SIG SIGNAL
 SOD SODDING
 SM SOLID MEDIAN
 SB SOUTHBOUND
 SE SOUTHEAST
 SPL SPECIAL
 SD SPECIAL DITCH
 SQ FT SQUARE FEET
 m² SQUARE METER
 mm² SQUARE MILLIMETER
 SQ YD SQUARE YARD
 STB STABILIZED

STD STANDARD
 SBI STATE BOND ISSUE
 SR STATE ROUTE
 STA STATION
 SPBGR STEEL PLATE BEAM GUARDRAIL
 SS STORM SEWER
 STY STORY
 ST STREET
 STR STRUCTURE
 e SUPERELEVATION RATE
 S.E. RUN. SUPERELEVATION RUNOFF LENGTH
 SURF SURFACE
 SMK SURVEY MARKER
 T TANGENT DISTANCE
 T R TANGENT RUNOUT DISTANCE
 TEL TELEPHONE
 TB TELEPHONE BOX
 TP TELEPHONE POLE
 TEMP TEMPORARY
 TBM TEMPORARY BENCH MARK
 TD TILE DRAIN
 TBE TO BE EXTENDED
 TBR TO BE REMOVED
 TBS TO BE SAVED
 TWP TOWNSHIP
 TR TOWNSHIP ROAD
 TS TRAFFIC SIGNAL
 TSCB TRAFFIC SIGNAL CONTROL BOX
 TSC TRAFFIC SYSTEMS CENTER
 TRVS TRANSVERSE
 TRVL TRAVEL
 TRN TURN
 TY TYPE
 T-A TYPE A
 TYP TYPICAL
 UNGND UNDERGROUND
 USGS U.S. GEOLOGICAL SURVEY
 USEL UPSTREAM ELEVATION
 USFL UPSTREAM FLOWLINE
 UTIL UTILITY
 VBOX VALVE BOX
 VV VALVE VAULT
 VLT VAULT
 VEH VEHICLE
 VP VENT PIPE
 VERT VERTICAL
 VC VERTICAL CURVE
 VPC VERTICAL POINT OF CURVATURE
 VPI VERTICAL POINT OF INTERSECTION
 VPT VERTICAL POINT OF TANGENCY
 WM WATER METER
 WV WATER VALVE
 WMAIN WATER MAIN
 WB WESTBOUND
 WILDFL WILDFLOWERS
 W WITH
 WO WITHOUT

Illinois Department of Transportation

DESIGNED BY: [Signature] DATE: 1/1/2019

CHECKED BY: [Signature] DATE: 1/1/2019

APPROVED BY: [Signature] DATE: 1/1/2019

PROJECT: [Signature]

REVISIONS

DATE	REVISIONS
1-1-19	Added new symbols.
1-1-11	Updated abbreviations and symbols

**STANDARD SYMBOLS,
 ABBREVIATIONS
 AND PATTERNS**
 (Sheet 1 of 91)
STANDARD 000001-07

ADJUSTMENT ITEMS			ALIGNMENT ITEMS			DRAINAGE ITEMS		
	EX	PR		EX	PR		EX	PR
Structure To Be Adjusted		ADJ	Baseline			Channel or Stream Line		
Structure To Be Cleaned		C	Centerline			Culvert Line		
Main Structure To Be Filled		FM	Centerline Break Circle	o	o	Grading & Shaping Ditches		
Structure To Be Filled		F	Baseline Symbol	/	/	Drainage Boundary Line		
Structure To Be Filled Special		FSP	Centerline Symbol	⊕	⊕	Paved Ditch		
Structure To Be Removed		R	PI Indicator	Δ	Δ	Aggregate Ditch		
Structure To Be Reconstructed		REC	Point Indicator	u	o	Pipe Underdrain		
Structure To Be Reconstructed Special		RSP	Horizontal Curve Data (Half Size)	CURVE P.I. STA= ΔP= D= R= T= L= E= Δ= S.E. RUN= P.C. STA= P.T. STA=	CURVE P.I. STA= ΔP= D= R= T= L= E= Δ= S.E. RUN= P.C. STA= P.T. STA=	Storm Sewer		
Frame and Grate To Be Adjusted		A	BOUNDARIES ITEMS			Flowline		
Frame and Lid To Be Adjusted		A	Dashed Property Line			Ditch Check		
Domestic Service Box To Be Adjusted		A	Solid Property/Lot Line			Headwall		
Valve Vault To Be Adjusted		A	Section/Grant Line			Inlet		
Special Adjustment		SP	Quarter Section Line			Manhole		
Item To Be Abandoned		AB	Quarter/Quarter Section Line			Summit		
Item To Be Moved		M	County/Township Line			Roadway Ditch Flow		
Item To Be Relocated		REL	State Line			Swale		
Pavement Removal and Replacement			Iron Pipe Found	o		Catch Basin		
			Iron Pipe Set	•		Culvert End Section		
			Survey Marker	⊕		Water Surface Indicator		
			Property Line Symbol	E		Riprap		
			Same Ownership Symbol (Half Size)	↗				
			Northwest Quarter Corner (Half Size)	⊕		HYDRAULICS ITEMS		
			Section Corner (Half Size)	⊕		Overflow		
			Southeast Quarter Corner (Half Size)	⊕		Sheet Flow		
						Hydrant Outlet		

Illinois Department of Transportation

DESIGNED BY: *[Signature]* DATE: *[Date]*

CHECKED BY: *[Signature]* DATE: *[Date]*

APPROVED BY: *[Signature]* DATE: *[Date]*

ENGINEER OF DESIGN AND SURVEYING

**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**

(Sheet 2 of 3)

STANDARD 000001-07

EROSION & SEDIMENT CONTROL ITEMS

EX

PR

Cleaning & Grading Limits

Dike

Erosion Control Fence

Perimeter Erosion Barrier

Temporary Fence

Ditch Check Temporary

Ditch Check Permanent

Intet & Pipe Protection

Sediment Basin

Erosion Control Blanket

Fabric Formed Concrete
Revetment Mat

Turf Reinforcement Mat

Mulch Temporary

Mulch Method 1

Mulch Method 2 Stabilized

Mulch Method 3 Hydraulic

CONTOUR ITEMS

EX

PR

Approx. Index Line

Approx. Intermediate Line

Index Contour

Intermediate Contour

Illinois Department of Transportation	
DESIGN	DATE 11/11/19
APPROVED BY: [Signature]	
DESIGNED BY: [Signature]	DATE 11/11/19
DRAWN BY: [Signature]	

NON-HIGHWAY IMPROVEMENT ITEMS

EX

PR

Noise Attn Levee

Field Line

Fence

Base of Levee

Mailbox

Multiple Mailboxes

Pay Telephone

Advertising Sign

TTS Camera

Wind Turbine

Cellular Tower

Intelligent Transportation Systems

LANDSCAPING ITEMS

EX

PR

Contour Mounding Line

Fence

Fence Post

Shrubs

Mowline

Perennial Plants

Seeding Class 2

Seeding Class 2A

Seeding Class 4

Seeding Class 4 & 5 Combined

EXISTING LANDSCAPING ITEMS (contd.)

EX

PR

Seeding Class 5

Seeding Class 7

Seedlings Type 1

Seedlings Type 2

Sodding

Mowstake w/Sign

Tree Trunk Protection

Evergreen Tree

Shade Tree

LIGHTING

EX

PR

Duct

Conduit

Electrical Aerial Cable

Electrical Buried Cable

Controller

Underpass Luminaire

Power Pole

**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**
(Sheet 3 of 3)

STANDARD 000001-07

**LIGHTING
(contd.)**

EX

PR

Pull Point



Handhole



Heavy Duty Handhole



Junction Box



Light Unit Comb.



Electrical Ground



Traffic Flow Arrow



High Mast Pole
(Half Size)



Light Unit-1



PAVEMENT (MISC.)

EX

PR

Keyed Long Joint



Keyed Long Joint w/Tie Bars



Sawed Long Joint w/Tie Bars



Bituminous Shoulder



Bituminous Taper



Stabilized Driveway



Widening



PAVEMENT MARKINGS

EX

PR

Handicap Symbol



RR Crossing



Raised Marker Amber 1 Way



Raised Marker Amber 2 Way



Raised Marker Crystal 1 Way



Two Way Turn Left



Shoulder Diag. Pattern



Skip-Dash White



Skip-Dash Yellow



Stop Line



Solid Line



Double Centerline



Dotted Lines



**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**
(Sheet 4 of 9)

STANDARD 000001-07

Illinois Department of Transportation

NOV 10 1997

DESIGNED BY: [Signature]

APPROVED BY: [Signature]

ENGINEER OF DESIGN AND ENVIRONMENT

REVISION 1-1-97

PAVEMENT MARKINGS (contd.)

EX

PR

CL 2Ln 2Way
RRPM 12 2 in (40") o.c.



CL 2Ln 2Way
RRPM 60" (24.4 m) o.c.



CL Multilane Div
RRPM 40" (12.2 m) o.c.



CL Multilane Div
RRPM 80" (24.4 m) o.c.



CL Multilane Div. Dbl.
RRPM 80" (24.4 m) o.c.



CL Multilane Undiv



Two Way Turn Left Line



Urban Combination Left



Urban Combination Right



Urban Left Turn Arrow



Urban Right Turn Arrow



Urban Left Turn Only



Urban Right Turn Only



Urban Thru Only



ONLY ONLY ONLY

RAILROAD ITEMS

EX

PR

Abandoned Railroad



Railroad



Railroad Point



Control Box



Crossing Gate



Flashing Signal



Railroad Cant Mast Arm



Crossbuck

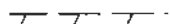


REMOVAL ITEMS

EX

PR

Removal TK



Bituminous Removal



Hatch Pattern



Tree Removal Single



RIGHT OF WAY ITEMS

EX

PR

Future ROW Corner Monument



ROW Marker



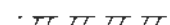
ROW Line



Easement



Temporary Easement



**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**
(Sheet 3 of 9)

STANDARD 000001-07

Illinois Department of Transportation	
DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	
PROJECT NO.	

PAVEMENT MARKINGS
(contd.)

EX

PR

Urban U-Turn



Urban Combined U-Turn



Rural Combination Left



Rural Combination Right



Rural Left Turn Arrow



Rural Right Turn Arrow



Rural Left Turn Only

ONLY



Rural Right Turn Only

ONLY



Rural Thru Only

ONLY



Bike Lane Symbol



Bike Lane Text



Bike Path Shared



Bike Shared Roadway



Illinois Department of Transportation	
PREPARED BY: <u>W. J. [Signature]</u> DATE: <u>10/15/10</u> ENGINEER IN CHARGE: <u>[Signature]</u> DATE: <u>10/15/10</u> CHECKED BY: <u>[Signature]</u> DATE: <u>10/15/10</u> APPROVED BY: <u>[Signature]</u> DATE: <u>10/15/10</u>	DRAWN BY: <u>[Signature]</u> DATE: <u>10/15/10</u>

**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**
(Sheet 6 of 9)

STANDARD 000001-07

RIGHT OF WAY ITEMS (contd.)

	EX	PR
Access Control Line		AC
Access Control Line & ROW	AC	AC
Access Control Line & ROW with Fence	AC	AC
Excess ROW Line		XS

ROADWAY PLAN ITEMS

	EX	PR
Cable Barrier		
Concrete Barrier		
Edge of Pavement		
Bit Shoulders, Medians and C&G Line		
Aggregate Shoulder		
Sidewalks, Driveways		
Guardrail		
Guardrail Post		
Traffic Sign		
Corrugated Median		
Impact Attenuator		
North Arrow with District Office (Half Size)		
Match Line		STA. 45+00
Slope Limit Line		
Typical Cross-Section Line		

ROADWAY PROFILES

	EX	PR
P.I. Indicator		
Point Indicator		
Earthworks Balance Point		
Begin Point		
Vert. Curve Data	VPI = ELEV = L =	VPI = ELEV = L =
Ditch Profile Left Side		
Ditch Profile Right Side		
Roadway Profile Line		
Storm Sewer Profile Left Side		
Storm Sewer Profile Right Side		

SIGNING ITEMS

	EX	PR
Cone, Drum or Barricade		
Barricade Type II		
Barricade Type III		
Barricade With Edge Line		
Flashing Light Sign		
Panels I		
Panels II		
Direction of Traffic		
Sign Flag (Half Size)		

SIGNING ITEMS (contd.)

	EX	PR
Reverse Left W1-4L (Half Size)		
Reverse Right W1-4R (Half Size)		
Two Way Traffic Sign W6-3 (Half Size)		
Detour Ahead W20-2(O) (Half Size)		
Left Lane Closed Ahead W20-5L(O) (Half Size)		
Right Lane Closed Ahead W20-5R(O) (Half Size)		
Road Closed Ahead W20-3(O) (Half Size)		
Road Construction Ahead W20-1(O) (Half Size)		
Single Lane Ahead (Half Size)		
Transition Left W4-2L (Half Size)		
Transition Right W4-2R (Half Size)		

**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**
(Sheet 7 of 9)

STANDARD 000001-07

Illinois Department of Transportation

PROJECT NO. 11-11-11

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

DATE: 11-11-11

ENGINEER OF DESIGN AND CONSTRUCTION

SIGNING ITEMS (contd.)

EX

PR

One Way Arrow Lrg. W1-6-(D)
(Half Size)



Two Way Arrow Large W1-7-(O)
(Half Size)



Detour M4-10L-(O)
(Half Size)



Detour M4-10R-(O)
(Half Size)



One Way Left R6-1L
(Half Size)



One Way Right R6-1R
(Half Size)



Left Turn Lane R3-100L
(Half Size)



Keep Left R4-7AL
(Half Size)



Keep Left R4-7BL
(Half Size)



Keep Right R4-7AR
(Half Size)



Keep Right R4-7BR
(Half Size)



Stop Here On Red R10-6-AL
(Half Size)



Stop Here On Red R10-6-AR
(Half Size)



No Left Turn R3-2
(Half Size)



No Right Turn R3-1
(Half Size)



Road Closed R11-2
(Half Size)



Road Closed Thru Traffic R11-2
(Half Size)



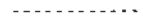
Illinois Department of Transportation	
DESIGNED BY <u>W.B.D.</u>	ISSUED <u>11-87</u>
FORWARDED BY <u>W.B.D.</u>	
APPROVED BY <u>W.B.D.</u>	2010
ENGINEER OF DESIGN AND CONSTRUCTION	

STRUCTURES ITEMS

EX

PR

Box Culvert Barrel



Box Culvert Headwall



Bridge Pier



Bridge



Retaining Wall



Temporary Sheet Piling



TRAFFIC SHEET ITEMS

EX

PR

Cable Number



Left Turn Green



Left Turn Yellow



Signal Backplate



Signal Section 8" (200 mm)



Signal Section 12" (300 mm)



Walk/Don't Walk Letters



Walk/Don't Walk Symbols



TRAFFIC SIGNAL ITEMS

EX

PR

Galv. Steel Conduit



Underground Cable



Detector Loop Line



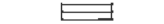
Detector Loop Large



Detector Loop Small



Detector Loop Quadrapole



**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**
(Sheet 8 of 8)

STANDARD 000001-07

TRAFFIC SIGNAL ITEMS (contd.)

EX

PR

Detector Raceway



Aluminum Mast Arm



Steel Mast Arm



Veh. Detector Magnetic



Conduit Splice



Controller



Gulfbay Junction



Wood Pole



Temp. Signal Head



Handhole



Double Handhole



Heavy Duty Handhole



Junction Box



Ped. Pushbutton Detector



Ped. Signal Head



Power Pole Service



Priority Veh. Detector



Signal Head



Signal Head w/Backplate



Signal Post



Closed Circuit TV



Video Detector System



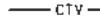
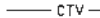
UNDERGROUND UTILITY ITEMS

EX

PR

ABANDONED

Cable TV



Electric Cable



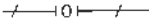
Fiber Optic



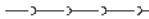
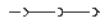
Gas Pipe



Oil Pipe



Sanitary Sewer



Telephone Cable



Water Pipe



UTILITIES ITEMS

EX

PR

Controller



Double Handhole



Fire Hydrant



GuyWire or Deadman Anchor



Handhole



Heavy Duty Handhole



Junction Box



Light Pole



Manhole



Monitoring Well (Gasoline)



Pipeline Warning Sign



Power Pole



Power Pole with Light



Sanitary Sewer Cleanout



Splice Box Above Ground



Telephone Splice Box
Above Ground



Telephone Pole



UTILITY ITEMS (contd.)

EX

PR

Traffic Signal



Traffic Signal Control Box



Water Meter



Water Meter Valve Box



Profile Line



Aerial Power Line



VEGETATION ITEMS

EX

PR

Deciduous Tree



Bush or Shrub



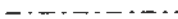
Evergreen Tree



Stump



Orchard/Nursery Line



Vegetation Line



Wood & Bush Line



WATER FEATURE ITEMS

EX

PR

Stream or Drainage Ditch



Waters Edge



Water Surface Indicator



Water Point



Disappearing Ditch



Marsh



Marsh/Swamp Boundary

**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**
(Sheet 9 of 9)

STANDARD 000001-07

Illinois Department of Transportation

PROJECT NO. 11-01-01-01

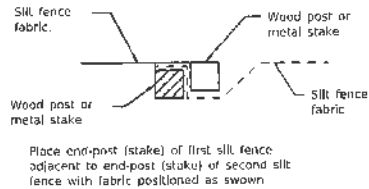
DESIGNED BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]

DATE: 11-01-01

SCALE: 1"=40'



STEP 1

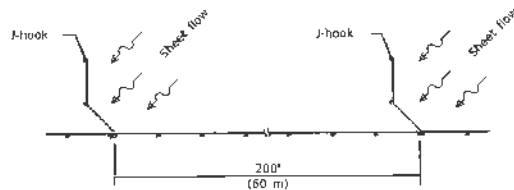


Rotate posts (stakes) together 180° clockwise and drive both posts (stakes) 18 (450) into ground.

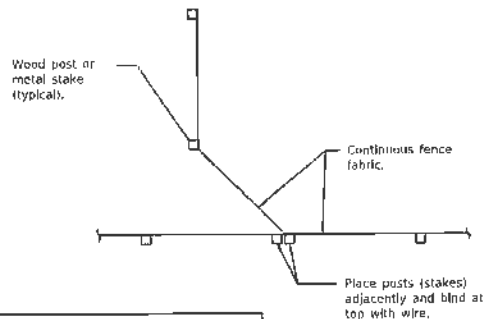
STEP 2

ATTACHING TWO SILT FILTER FENCES

(Not applicable for J-hooks)



SILT FILTER J-HOOK PLACEMENT



J-HOOK

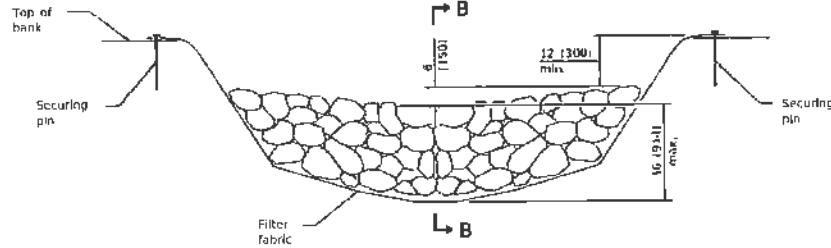
Illinois Department of Transportation

DESIGN: Michael Beard

DATE: 10-1-12

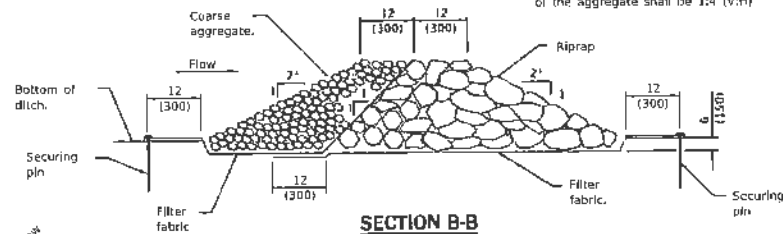
APPROVED: [Signature]

ENGINEER OF DESIGN AND EXHIBITION



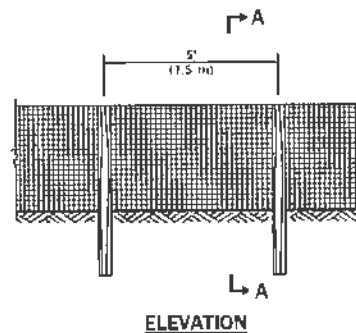
ELEVATION

When the ditch check is within the clear zone and the road is open to traffic, the traffic approach slope of the aggregate shall be 1:4 (V:H)

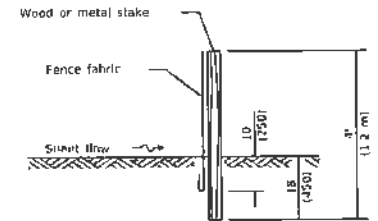


SECTION B-B

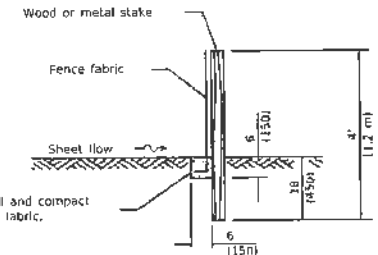
AGGREGATE DITCH CHECK



SILT FILTER FENCE AS A PERIMETER EROSION BARRIER



SLICE METHOD



TRENCH METHOD

SECTION A-A

GENERAL NOTES

The installation details and dimensions shown for perimeter erosion barriers shall also apply for inlet and pipe protection.

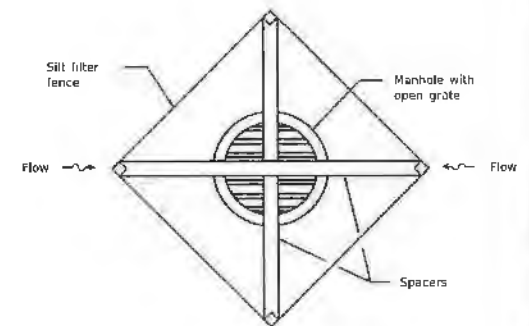
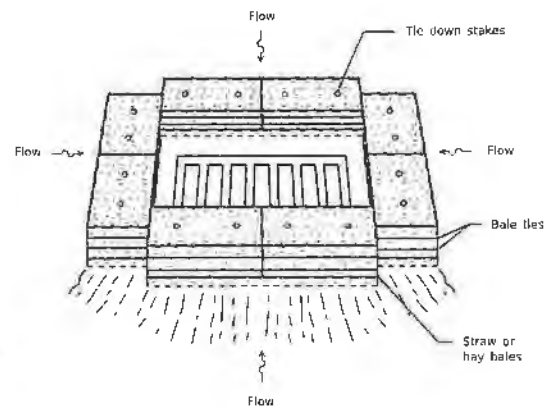
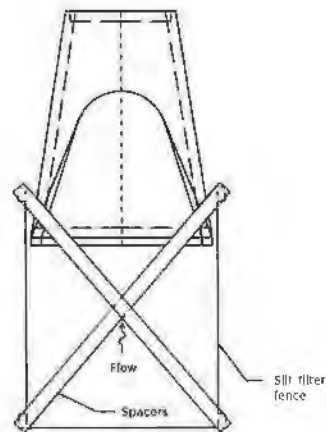
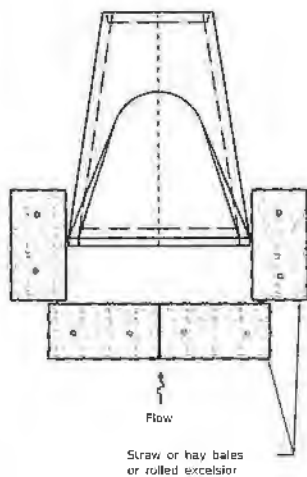
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-13	Corrected notation for flowline (E) on SEDIMENT BASIN ELEVATION
1-1-12	Omitted hay/straw perimeter barrier. Added SLICE METHOD to SECTION A-A

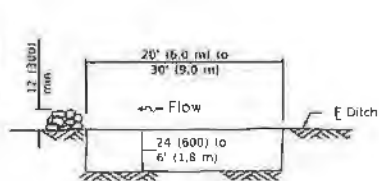
TEMPORARY EROSION CONTROL SYSTEMS

(Sheet 1 of 2)

STANDARD 280001-07

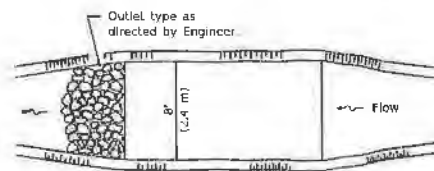


INLET AND PIPE PROTECTION



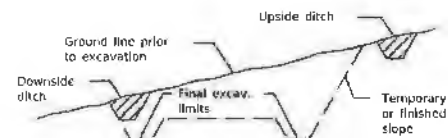
The performance of the basin will improve if put into a series

ELEVATION

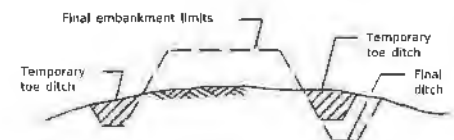


The long dimension should be parallel with the direction of the flow. Accumulated silt shall be removed anytime the basins become 75% filled.

PLAN



TYPICAL CUT CROSS-SECTION



TYPICAL FILL CROSS-SECTION

TEMPORARY DITCHES FOR CUT & FILL SECTIONS

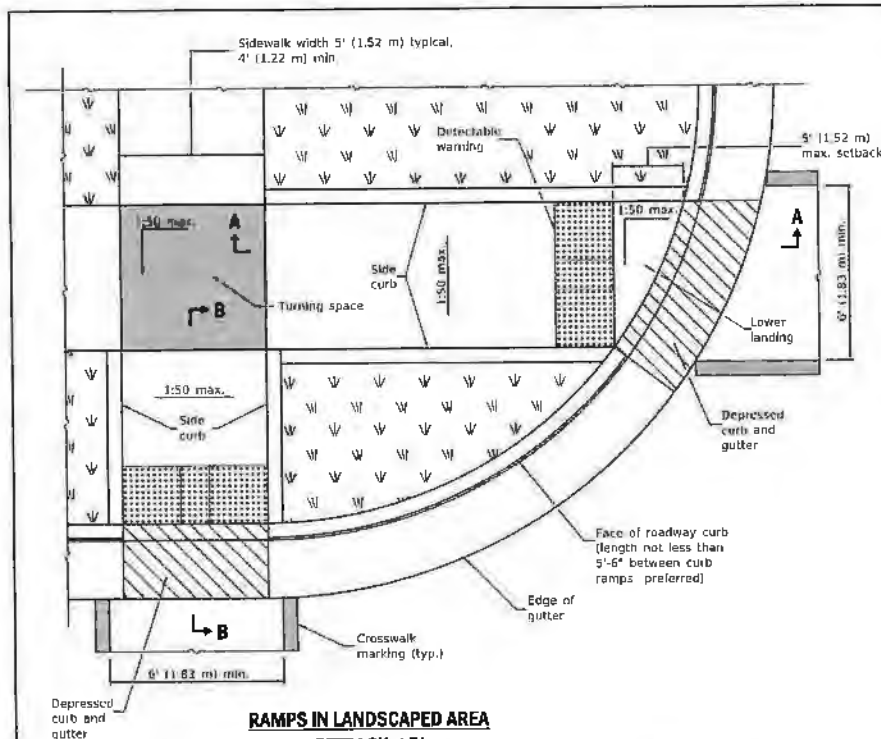
SEDIMENT BASIN

Illinois Department of Transportation	
DESIGNED BY	DATE
APPROVED BY	DATE
ENGINEER OF DESIGN AND ENVIRONMENT	

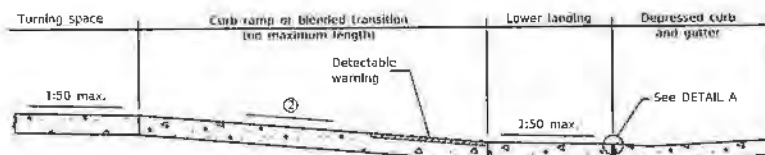
TEMPORARY EROSION CONTROL SYSTEMS

(Sheet 2 of 2)

STANDARD 280001-07

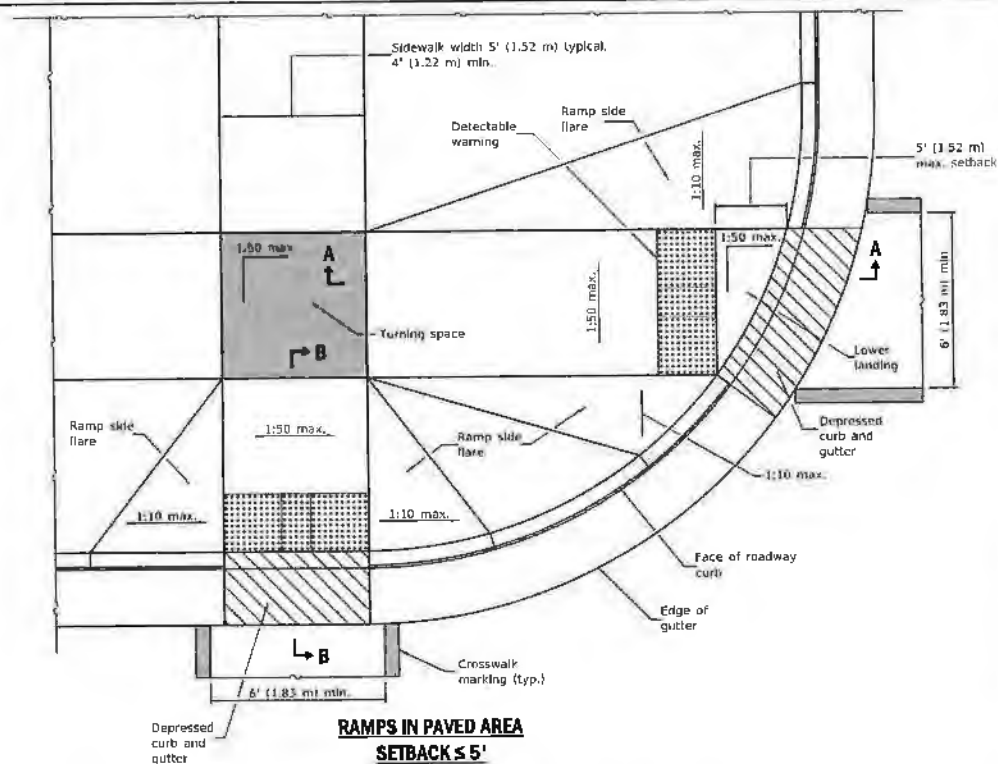


RAMPS IN LANDSCAPED AREA
SETBACK ≤ 5'

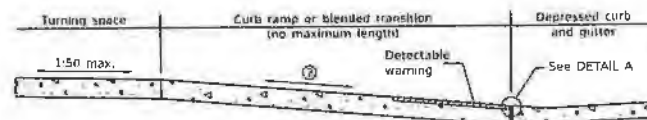


SECTION A-A

- ② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



RAMPS IN PAVED AREA
SETBACK ≤ 5'

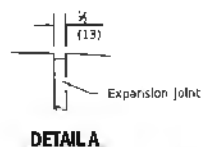


SECTION B-B

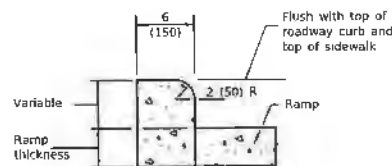
- ② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

See Sheet 2 for GENERAL NOTES.

Illinois Department of Transportation	
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APPROVED BY	DATE
ENGINEER OF DESIGN AND CONSTRUCTION	



DETAIL A



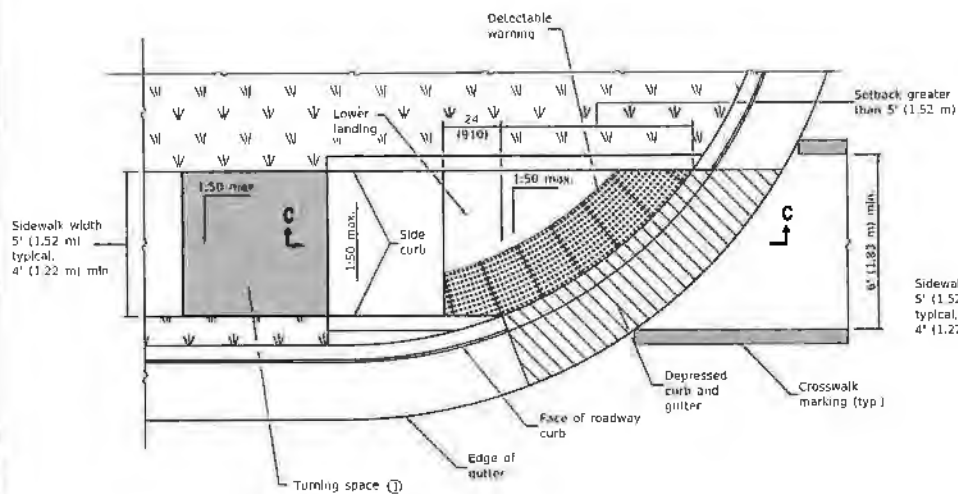
SIDE CURB DETAIL

DATE	REVISIONS
1-1-19	Removed "15-foot rule", added "Blended transitions" and placement tolerances for detectable warnings.
1-1-18	Omitted diagonal slope at turning spaces and lower landings.

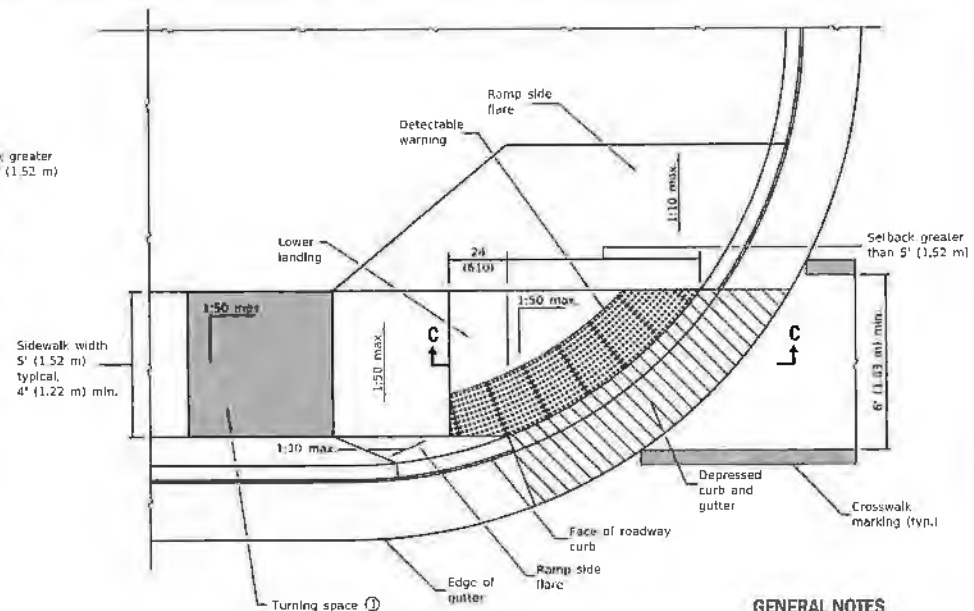
PERPENDICULAR CURB RAMPS FOR SIDEWALKS

(Sheet 1 of 2)

STANDARD 424001-11



RAMP IN LANDSCAPED AREA
SETBACK > 5'



RAMP IN PAVED AREA
SETBACK > 5'



SECTION C-C

- ① This turning space not required for blended transitions.
- ② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

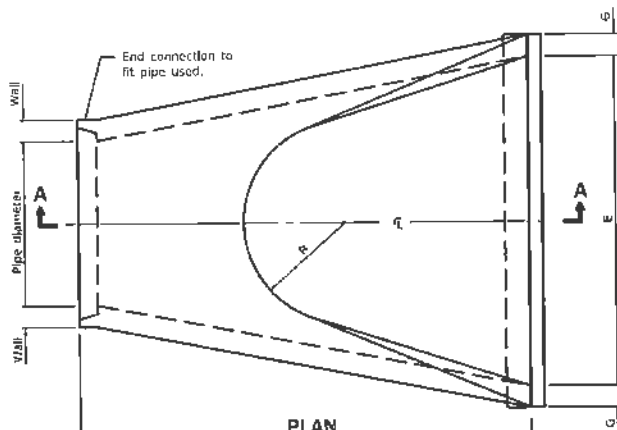
All dimensions are in inches (millimeters) unless otherwise shown.

PERPENDICULAR CURB RAMPS
FOR SIDEWALKS

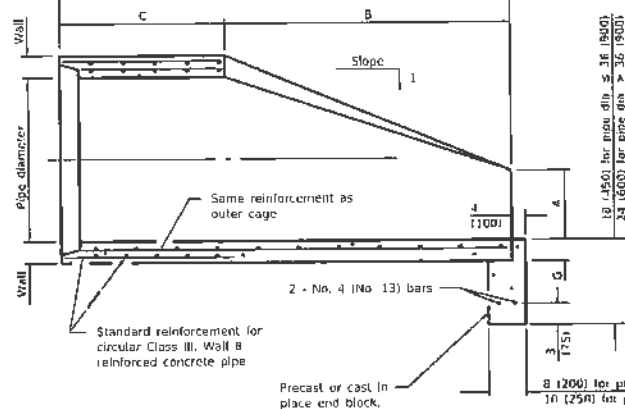
(Sheet 2 of 2)

STANDARD 424001-11

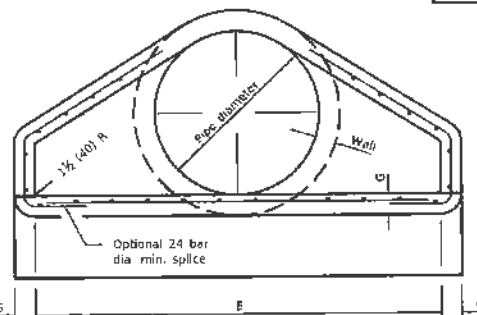
Illinois Department of Transportation	
DESIGNED BY: <i>[Signature]</i>	DATE: 10/14
ENGINEERED BY: <i>[Signature]</i>	DATE: 10/14
APPROVED BY: <i>[Signature]</i>	DATE: 10/14
ENGINEER OF DESIGN AND ENVIRONMENT	



PLAN



SECTION A-A



END VIEW

PIPE DIA	APPROX QTY lbs (kg)	WALL	A	B	C	D	E	G	R	APPROX. SLOPE
12 (300)	530 (240)	2 (51)	4 (102)	24 (610)	4'-0 1/2" (1.241 m)	6'-0 1/2" (1.851 m)	24 (610)	2 (51)	9 (228)	1:2.4
15 (375)	740 (335)	2 1/2 (64)	5 (127)	27 (686)	3'-10" (1.168 m)	6'-1" (1.854 m)	30 (762)	2 1/2 (64)	11 (280)	1:2.4
18 (450)	980 (450)	2 1/2 (64)	9 (229)	27 (686)	3'-10" (1.168 m)	6'-1" (1.854 m)	36 (914)	2 1/2 (64)	12 (305)	1:2.4
21 (525)	1280 (580)	2 1/2 (64)	9 (229)	35 (889)	3'-10" (1.168 m)	6'-1" (1.854 m)	36 (914)	2 1/2 (64)	13 (330)	1:2.4
24 (600)	1520 (690)	3 (76)	9 1/2 (241)	37 (940)	3'-7 1/2" (1.105 m)	6'-1 1/2" (1.867 m)	36 (914)	3 (76)	14 (356)	1:2.5
27 (675)	1930 (875)	3 1/2 (89)	10 1/2 (267)	40 (1016)	4'-0" (1.219 m)	6'-1 1/2" (1.867 m)	40 (1016)	3 1/2 (89)	14 1/2 (368)	1:2.4
30 (750)	2190 (995)	3 1/2 (89)	12 (305)	41 (1041)	4'-6" (1.375 m)	6'-1 1/2" (1.867 m)	40 (1016)	3 1/2 (89)	15 (381)	1:2.5
33 (825)	3200 (1450)	3 1/2 (89)	13 1/2 (343)	41 (1041)	4'-10 1/2" (1.486 m)	6'-1 1/2" (1.867 m)	40 (1016)	3 1/2 (89)	17 1/2 (445)	1:2.5
36 (900)	4100 (1860)	4 (102)	15 (381)	41 (1041)	5'-3" (1.6 m)	6'-1 1/2" (1.867 m)	40 (1016)	4 (102)	20 (508)	1:2.5
42 (1050)	5380 (2440)	4 1/2 (114)	21 (533)	41 (1041)	5'-3" (1.6 m)	6'-1 1/2" (1.867 m)	40 (1016)	4 1/2 (114)	22 (559)	1:2.5
48 (1200)	6550 (2970)	5 (127)	24 (610)	41 (1041)	6'-0" (1.829 m)	6'-1 1/2" (1.867 m)	40 (1016)	5 (127)	22 (559)	1:2.5
54 (1350)	8240 (3740)	5 1/2 (140)	27 (686)	41 (1041)	6'-5" (1.951 m)	6'-1 1/2" (1.867 m)	40 (1016)	5 1/2 (140)	24 (610)	1:2.0
60 (1500)	8730 (3960)	6 (152)	30 (762)	41 (1041)	6'-5" (1.951 m)	6'-1 1/2" (1.867 m)	40 (1016)	6 (152)	24 (610)	1:1.9
66 (1650)	10710 (4860)	6 1/2 (165)	30 (762)	41 (1041)	6'-5" (1.951 m)	6'-1 1/2" (1.867 m)	40 (1016)	6 1/2 (165)	24 (610)	1:1.7
72 (1800)	12520 (5680)	7 (178)	36 (914)	41 (1041)	7'-6" (2.311 m)	6'-1 1/2" (1.867 m)	40 (1016)	7 (178)	24 (610)	1:1.8
78 (1950)	14770 (6700)	7 1/2 (191)	36 (914)	41 (1041)	7'-6" (2.311 m)	6'-1 1/2" (1.867 m)	40 (1016)	7 1/2 (191)	24 (610)	1:1.6
84 (2100)	18160 (8240)	8 (203)	36 (914)	41 (1041)	7'-6 1/2" (2.299 m)	6'-1 1/2" (1.867 m)	40 (1016)	8 (203)	24 (610)	1:1.6

* Radius as furnished by manufacturer

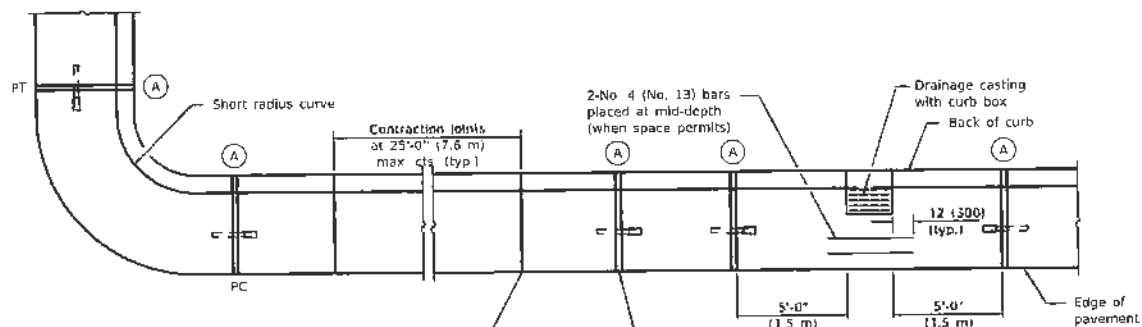
GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation	
APPROVED	DESIGNED
<i>Robert E. Chapman</i>	<i>Robert E. Chapman</i>
10/11/11	10/11/11
APPROVED	DESIGNED
<i>Robert E. Chapman</i>	<i>Robert E. Chapman</i>
10/11/11	10/11/11
ENGINEER OF DESIGN AND ENVIRONMENT	

DATE	REVISIONS	PRECAST REINFORCED CONCRETE FLARED END SECTION STANDARD 542301-03
1-1-11	Clarified ref. to pipe dia on Section A-A. Changed 'inner' to 'outer' cage ref.	
1-1-09	Switched units to English (metric)	



Undoweled contraction joint (typ.) construction options:

1. Form with $\frac{1}{8}$ (3) thick steel template 2 (50) deep, and seal.
2. Saw 2 (50) deep at 4 to 24 hours, and seal.
3. Insert $\frac{3}{8}$ (20) thick preformed joint filler full depth and width.

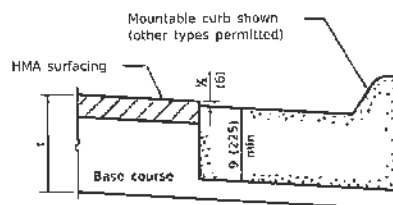
Construction joint
2-No. 4 (No. 13) bars
with 2 (50) min. cl.

2-No. 4 (No. 13) bars
placed at mid-depth
(when space permits)

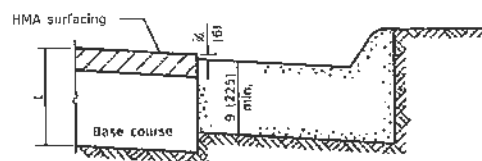
Drainage casting
without curb box

Back of curb

PLAN

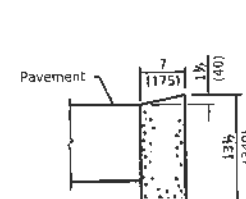


ON DISTURBED SUBGRADE

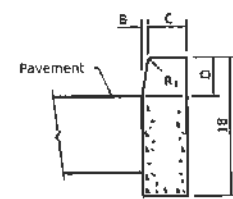


ON UNDISTURBED SUBGRADE

ADJACENT TO FLEXIBLE PAVEMENT

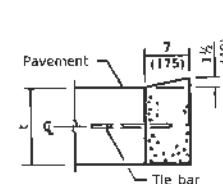


DEPRESSED CURB

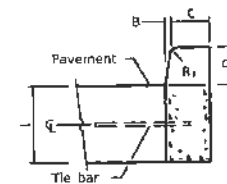


BARRIER CURB

ADJACENT TO FLEXIBLE PAVEMENT



DEPRESSED CURB



BARRIER CURB

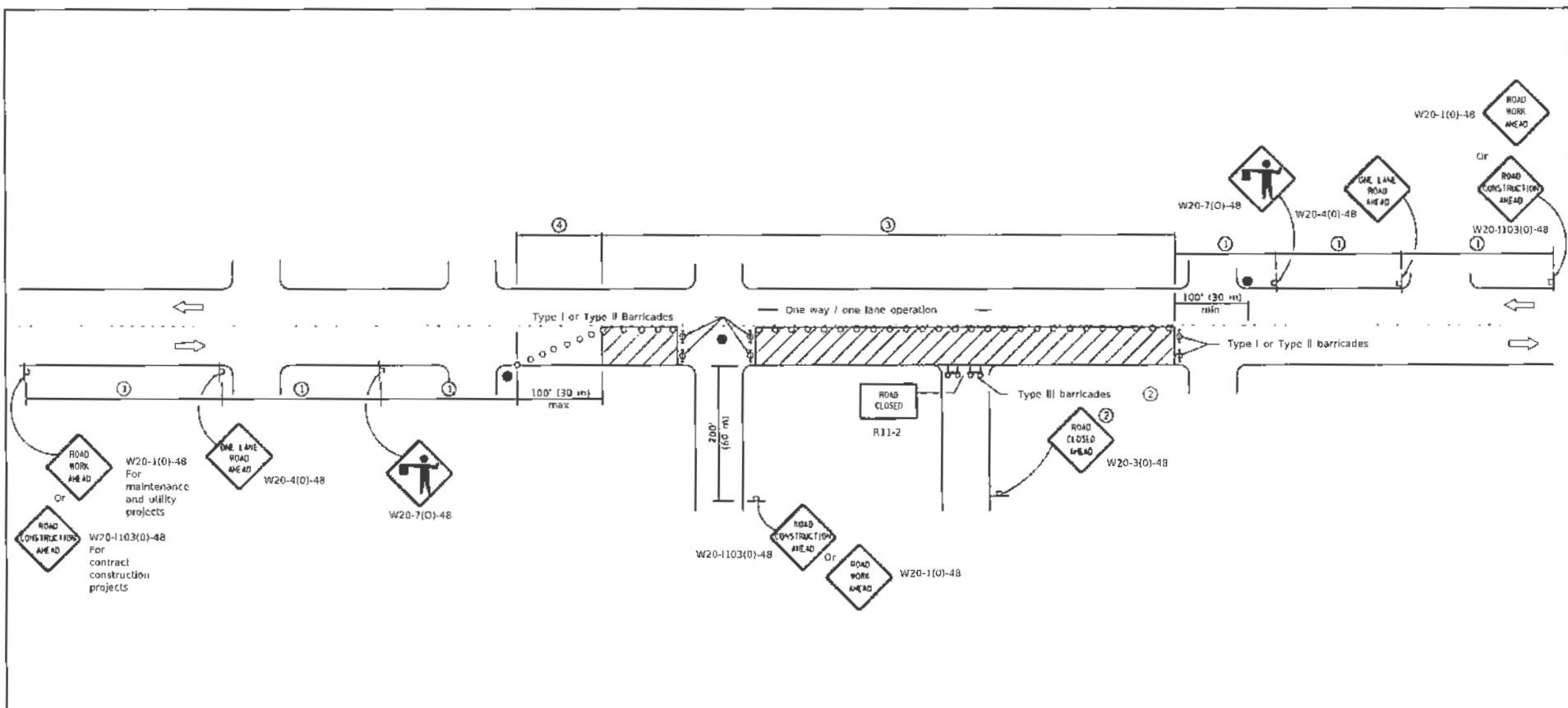
ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE

CONCRETE CURB TYPE B

**CONCRETE CURB TYPE B
AND COMBINATION
CONCRETE CURB AND GUTTER**
(Sheet 2 of 2)

STANDARD 606001-07

Illinois Department of Transportation	
DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
DRAWN BY	
CHECKED BY	



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Work area
- Cone, drum or barricade (not required for moving operations)
- Sign on portable or permanent support
- Flagger with traffic control sign
- Barricade or drum with flashing light
- Type III barricade with flashing lights

- ① Refer to SIGN SPACING TABLE for distances.
- ② For approved sideroad closures.
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used the interval between devices may be doubled.
- ④ Cones, drums or barricades at 20' (6 m) centers

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

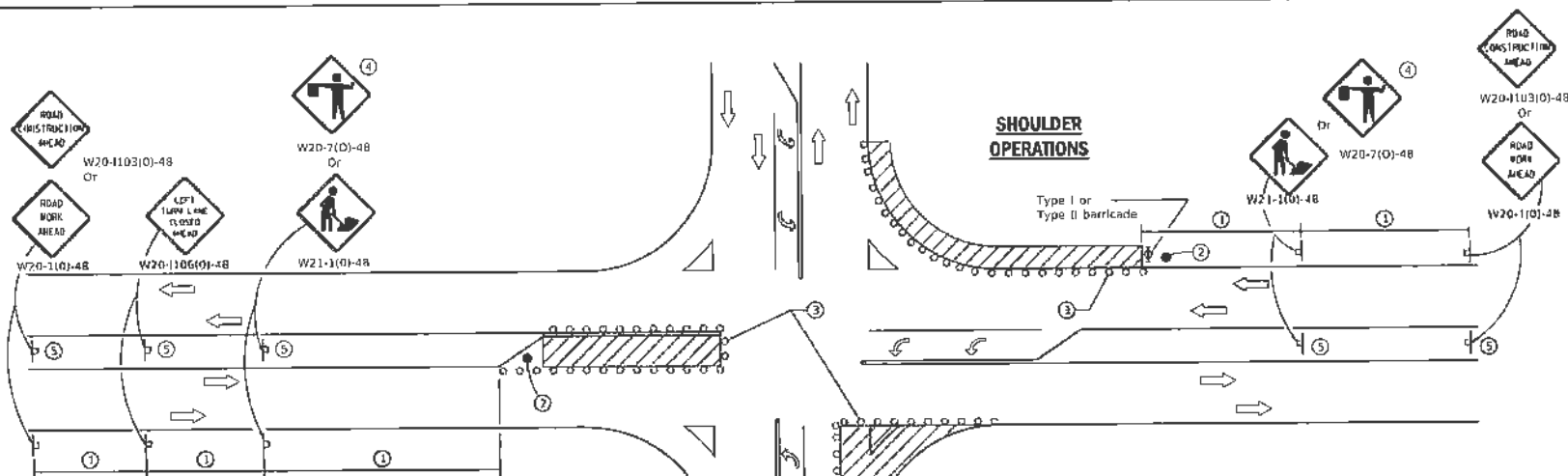
All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation	
DESIGNED BY <i>[Signature]</i>	CHECKED BY <i>[Signature]</i>
DRAWN BY <i>[Signature]</i>	DATE 1-1-11
PROJECT NO. 11-01-01	

DATE	REVISIONS
1-1-11	Revised flagger sign
1-1-09	Switched units to English (metric).
	Corrected sign No.'s

URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED

STANDARD 701501-06



LEFT TURN LANE OR CENTER MEDIAN OPERATIONS

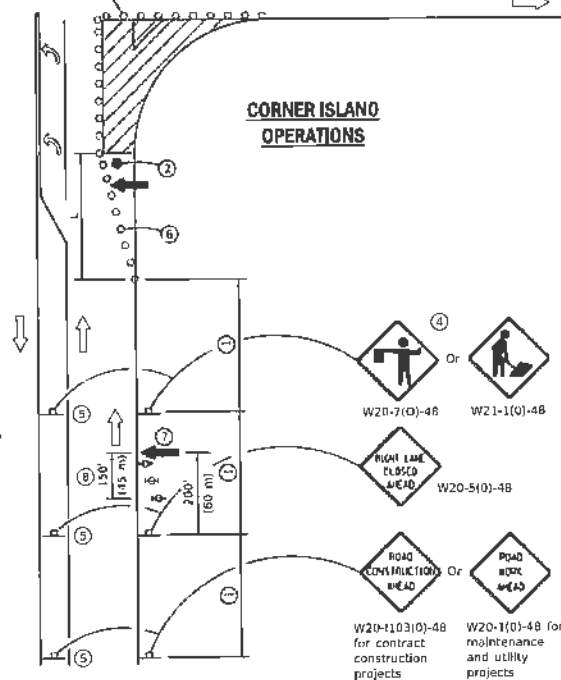
- ① Refer to SIGN SPACING TABLE for distance
- ② Required for speed > 40 mph.
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Use flagger sign only when flagger is present.
- ⑤ Omit this sign when median is less than 10' (3 m) or for bi-directional turn lanes.
- ⑥ Cones, drums or barricades at 20' (6 m) centers in taper.
- ⑦ Advanced arrow board required for speeds > 45 mph.
- ⑧ Three Type II barricades, drums or vertical barricades at 50' (15 m) centers

SYMBOLS

- Work area
- Cone, drum or barricade
- Sign on portable or permanent support
- Arrow board
- Barricade or drum with flashing light
- Flagger with traffic control sign

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-65	350' (100 m)
<45	200' (60 m)

CORNER ISLAND OPERATIONS



GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement during shoulder operations or where construction requires lane closures in an urban area.

Calculate L as follows:

SPEED LIMIT

40 mph (70 km/h)
or less:

45 mph (80 km/h)
or greater:

W = Width of offset
in feet (meters).

S = Normal posted speed
mph (km/h).

All dimensions are in inches (millimeters)
unless otherwise shown.

FORMULAS

English (Metric)

$$L = \frac{WS^2}{60} \quad L = \frac{WS^2}{150}$$

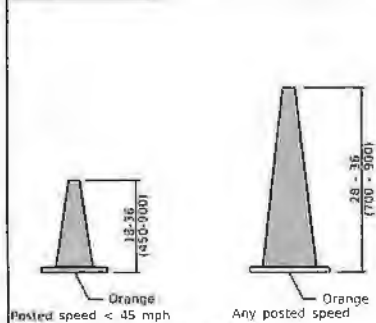
$$L = W(S) \quad L = 0.65(W)(S)$$

Illinois Department of Transportation	
PROJECT No. 1-1-16 ENGINEER OF SAFETY ENGINEERING APPROVED EXEMPTED BY ORDER OF ILLINOIS DEPARTMENT OF TRANSPORTATION	1016 1016 1016

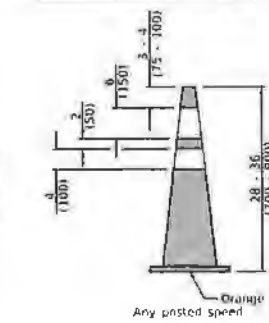
DATE	REVISIONS
4-1-16	Corrected sign number for LEFT TURN LANE CLOSED AHEAD
1-1-14	Added devices at arrow board upstream from taper
	Rev. workers sign number.

URBAN LANE CLOSURE, MULTILANE INTERSECTION

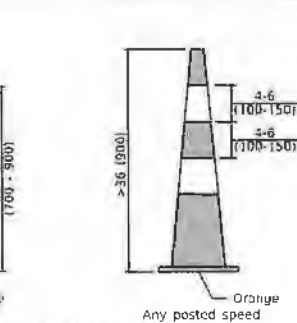
STANDARD 701701-10



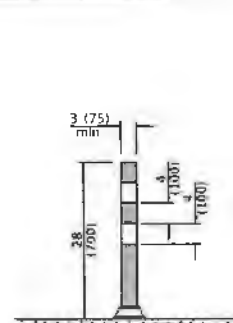
DAYTIME USE



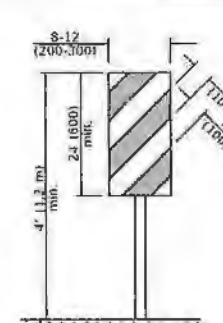
CONES



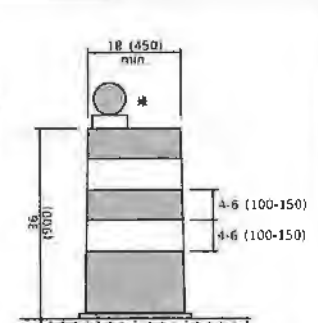
DAY OR NIGHTTIME USE



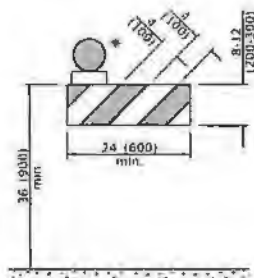
TUBULAR MARKER



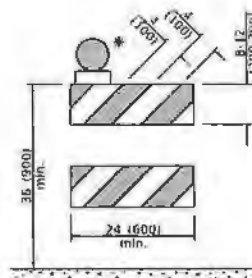
**VERTICAL PANEL
POST MOUNTED**



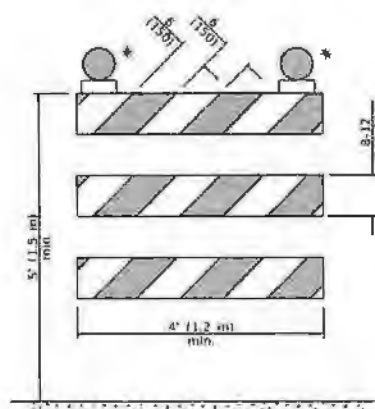
DRUM



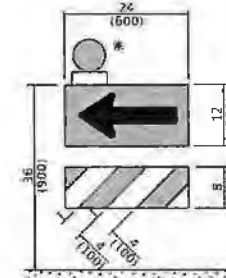
TYPE I BARRICADE



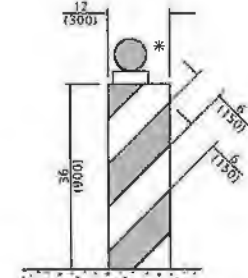
TYPE II BARRICADE



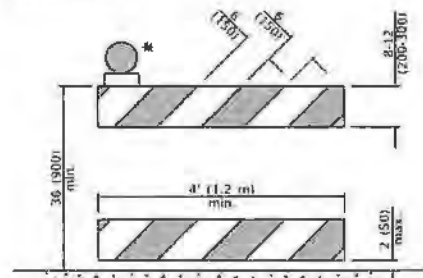
TYPE III BARRICADE



**DIRECTION INDICATOR
BARRICADE**



VERTICAL BARRICADE



**DETECTABLE PEDESTRIAN
CHANNELIZING BARRICADE**

* Warning lights (if required)

GENERAL NOTES

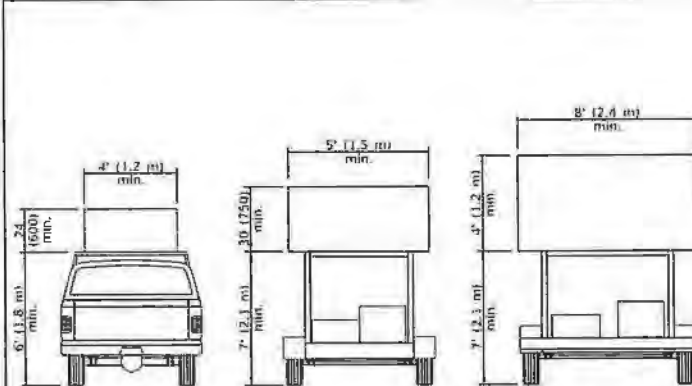
All heights shown shall be measured above the pavement surface.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation	
APPROVED	DATE: 2014
ENGINEER OF SAFETY PROGRAM AND TRAINING	
APPROVED	DATE: 2014
ENGINEER OF DESIGN AND ENVIRONMENT	

DATE	REVISIONS	TRAFFIC CONTROL DEVICES
1-1-19	Revised cone usage and added cones >36" (900 mm) height.	
1-1-18	Revised END WORK ZONE SPEED LIMIT sign from orange to white background.	STANDARD 701901-08

(Sheet 1 of 3)

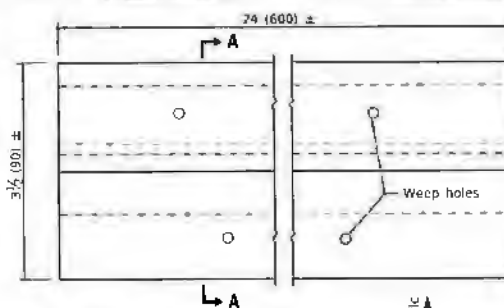


**TYPE A
ROOF
MOUNTED**

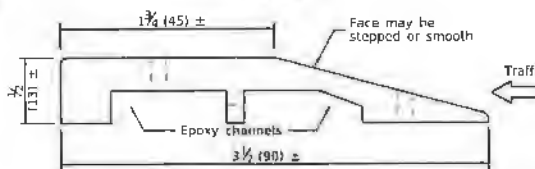
**TYPE B
ROOF OR TRAILER
MOUNTED**

**TYPE C
TRAILER
MOUNTED**

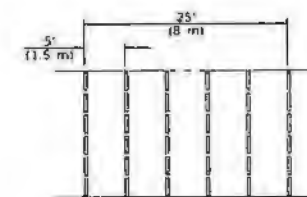
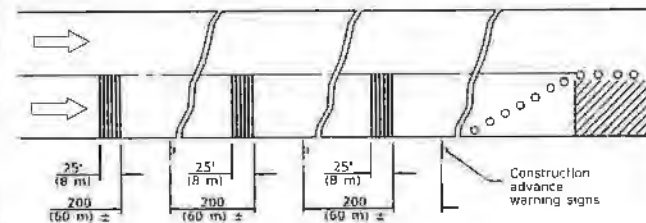
ARROW BOARDS



PLAN

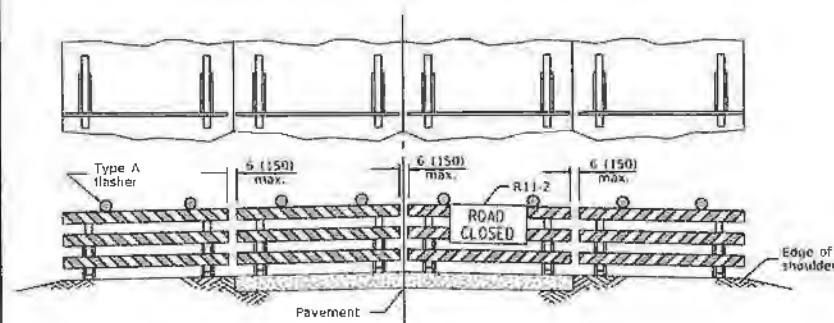


SECTION A-A



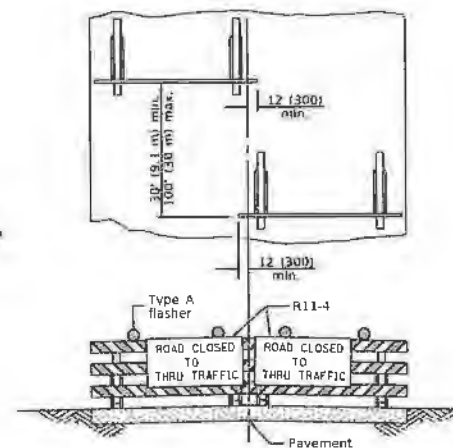
TYPICAL INSTALLATION

TEMPORARY RUMBLE STRIPS



ROAD CLOSED TO ALL TRAFFIC

ReflectORIZED striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.



ROAD CLOSED TO THRU TRAFFIC

ReflectORIZED striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

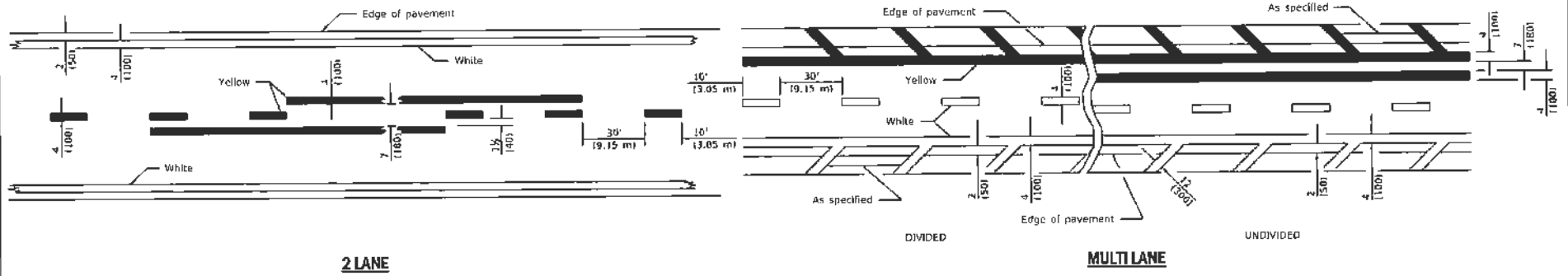
**TYPICAL APPLICATIONS OF
TYPE III BARRICADES CLOSING A ROAD**

Illinois Department of Transportation	
APPROVED:	DATE: 2019
ENGINEER: C. J. KELLY, P.E., AND ENGINEERING	
APPROVED:	DATE: 2018
ENGINEER OF DESIGN AND ENVIRONMENT	

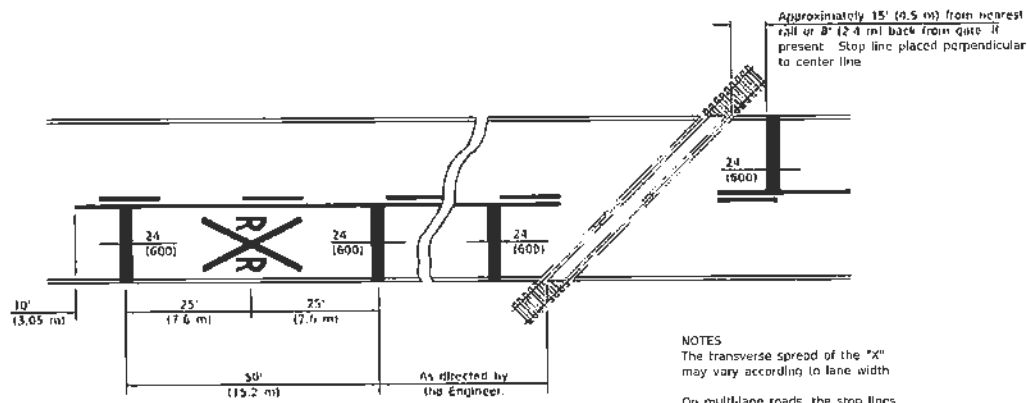
**TRAFFIC CONTROL
DEVICES**

(Sheet 3 of 3)

STANDARD 701901-08



LANE AND EDGE LINES

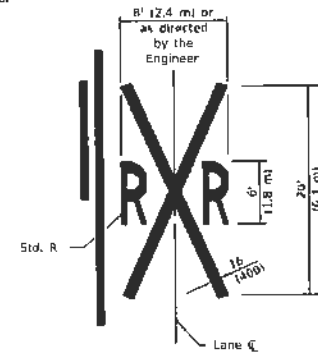


NOTES

The transverse spread of the "X" may vary according to lane width.

On multi-lane roads, the stop lines shall extend across all approach lanes and separate RXR symbols shall be placed adjacent to each other in each lane.

When the pavement marking symbol is used, a portion of the symbol should be located directly adjacent to the Advance Warning Sign (W10-1) as placed by Table 2C-4, Condition R of the MUTCD.



PAVEMENT MARKINGS AT RAILROAD-HIGHWAY GRADE CROSSING

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-15	Added symbols Revised
	pike symbol Revised note
	for stop line at RR crossing
1-1-14	Added bike symbol Renamed
	"LANE DROP ARROW" detail to
	"LANE-REDUCTION ARROW"

TYPICAL PAVEMENT MARKINGS

(Sheet 1 of 3)

STANDARD 780001-05

Illinois Department of Transportation

DESIGNED BY: [Signature]

DATE: 1-1-15

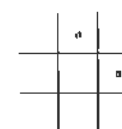
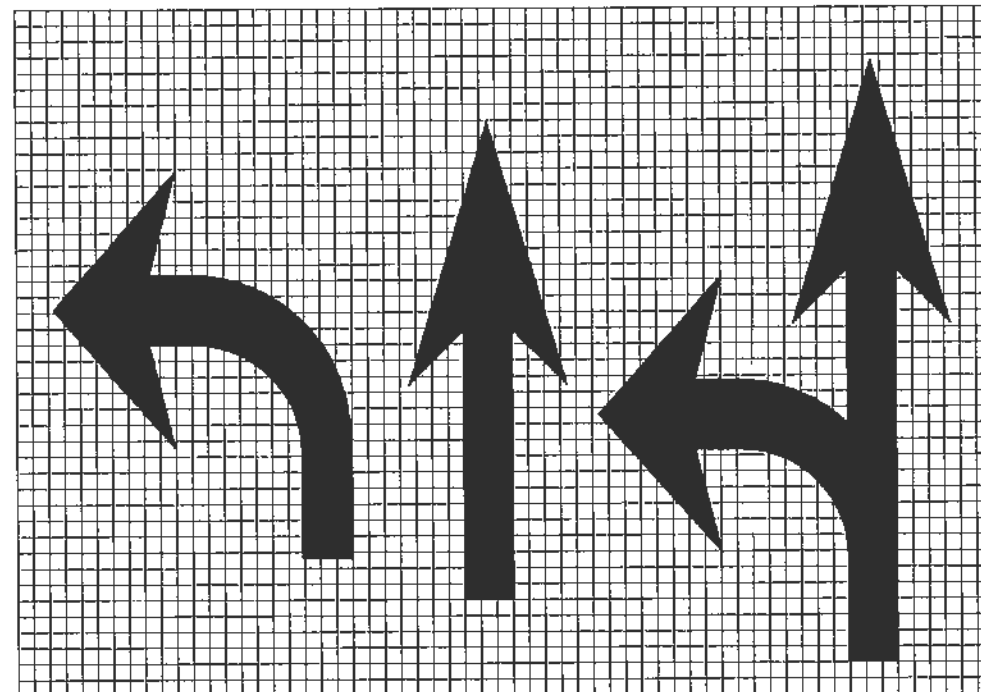
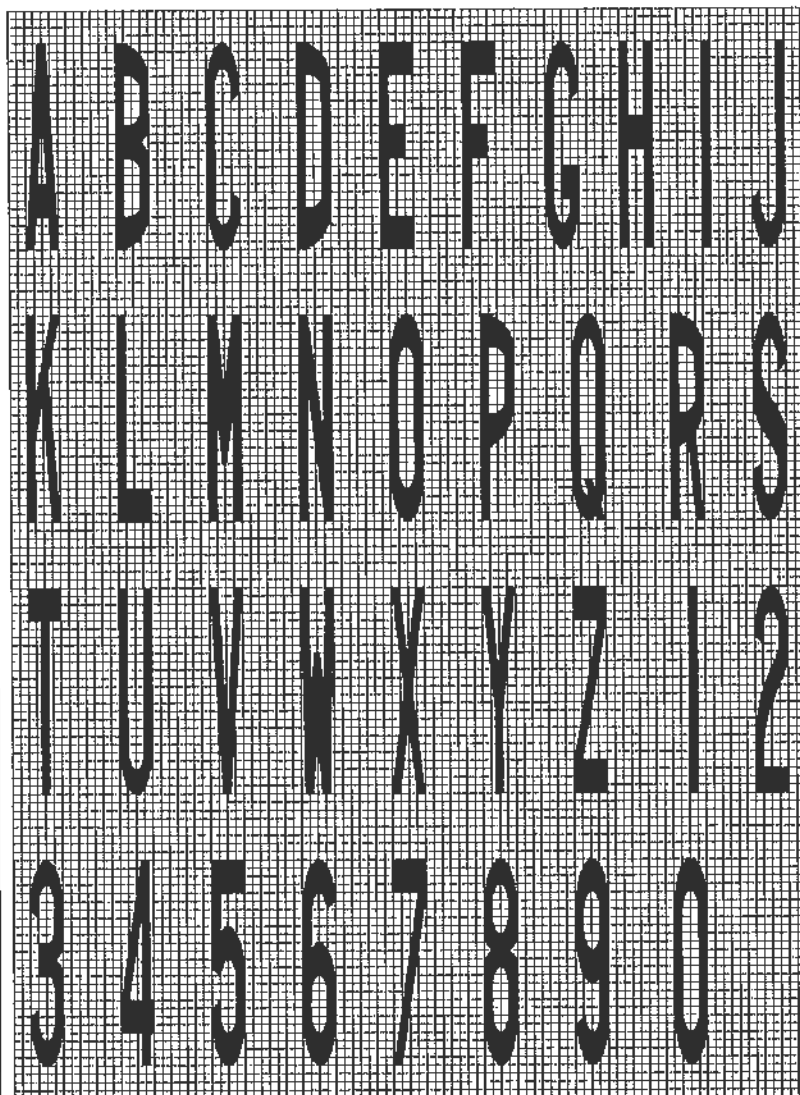
REVISIONS: [Signature]

DATE: 1-1-15

REVISIONS: [Signature]

DATE: 1-1-15

REVISIONS: [Signature]



Legend Height	Arrow Size	a
6' (1.8 m)	Small	2.9 (74)
8' (2.4 m)	Large	3.8 (96)

The space between adjacent letters or numerals should be approximately 3 (75) for 6' (1.8 m) legend and 4 (100) for 8' (2.4 m) legend

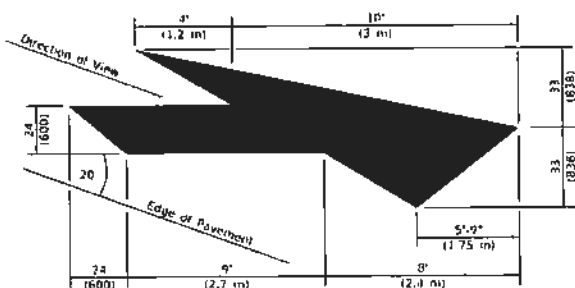
LETTER AND ARROW GRID SCALE

Illinois Department of Transportation	
DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
DRAWN BY	
REVISIONS	

TYPICAL PAVEMENT MARKINGS

(Sheet 2 of 3)

STANDARD 780001-05



LANE-REDUCTION ARROW

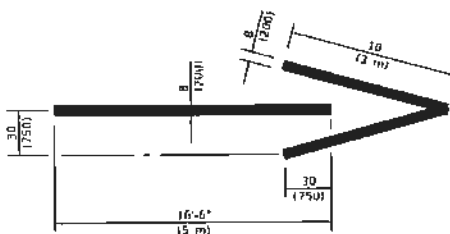
Right lane-reduction arrow shown.
Use mirror image for left lane.



20' (6.1 m): urban
50' (15.2 m): rural
(Between arrow
and word or
between words)

ONLY

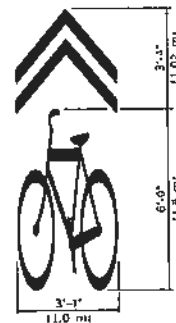
WORD AND ARROW LAYOUT



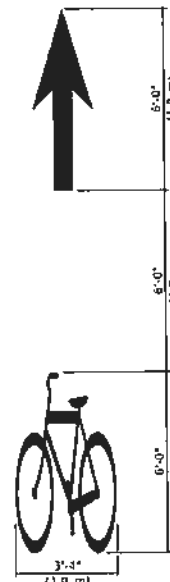
WRONG WAY ARROW



INTERNATIONAL SYMBOL OF ACCESSIBILITY



SHARED LANE SYMBOL



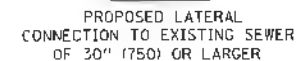
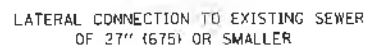
BIKE SYMBOL (Arrow is optional.)

Illinois Department of Transportation	
DESIGNED BY	2015
DESIGNED BY	2015
APPROVED BY	2015
PROJECT NO. 780001-05	

TYPICAL PAVEMENT MARKINGS

(Sheet 3 of 3)

STANDARD 780001-05



1. FILE NAME : 2. PROJECT/STATE/CD/ROUTE/SECTION	USER NAME : <input type="text"/> PROJECT : <input type="text"/> CD : <input type="text"/> ROUTE : <input type="text"/> SECTION : <input type="text"/>	DESIGNER : M. DE YONG DRAWN : CHECKED : DATE : 07-25-90	REVISION : M. DE YONG 05-08-92 REVISION : R. SHAW 07-05-94 REVISION : R. SHAW 10-25-94 REVISION : R. SHAW 06-12-96	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	DETAIL OF STAINM BOWER CONNECTION TO EXISTING BOWLS SCALE: NONE SHEET NO. : 0 OF 1 STA. : TO STA. :	F.B. NO. SECTION COUNTY TOTAL SHEETS SHEET NO. CONTRACT NO.
---	---	--	---	---	--	--

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION



1. SIDE ROAD WITH A SPEED LIMIT OF 40 MPH (60 km/h) OR LESS AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER.
 - a) ONE "ROAD CONSTRUCTION AHEAD" SIGN 36 x 36 (900x900) WITH A FLASHER MOUNTED ON IT APPROXIMATELY 200' (60 m) IN ADVANCE OF THE MAIN ROUTE.
 - b) THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY BLOCKING WITH TYPE I, TYPE II OR TYPE III BARRICADES, 1/3 OF THE CROSS SECTION OF THE CLOSED PORTION.
2. SIDE ROAD WITH A SPEED LIMIT GREATER THAN 40 MPH (60 km/h) AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER:
 - a) ONE "ROAD CONSTRUCTION AHEAD" SIGN 48 x 48 (1.2 m x 1.2 m) WITH A FLASHER MOUNTED ON IT APPROXIMATELY 500' (150 m) IN ADVANCE OF THE MAIN ROUTE.
 - b) THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY BLOCKING WITH TYPE III BARRICADES, 1/2 OF THE CROSS SECTION OF THE CLOSED PORTION.
3. CONES MAY BE SUBSTITUTED FOR BARRICADES OR DRUMS AT HALF THE SPACING DURING DAY OPERATIONS. CONES SHALL BE A MINIMUM OF 28" (710) IN HEIGHT.
4. WHEN THE SIDE ROAD LIES BETWEEN THE BEGINNING OF THE MAINLINE SIGNING AND THE WORK ZONE, A SINGLE HEADED ARROW (MS-1) SHALL BE USED IN LIEU OF THE DOUBLE HEADED ARROW (MS-4).
5. WHEN WORK IS BEING PERFORMED ON A SIDE ROAD OR DRIVEWAY, FOLLOW THE APPLICABLE STANDARD(S). THE DIRECTIONAL ARROW (MS-1 OR MS-4) SHALL BE COVERED OR REMOVED WHEN NO LONGER CONSISTENT WITH THE TRAFFIC CONTROL SET-UP.
6. ADVANCE WARNING SIGNS ARE TO BE OMITTED ON DRIVEWAYS UNLESS OTHERWISE SPECIFIED IN THE PLANS OR BY THE ENGINEER.
7. THE TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS SHALL BE INCLUDED IN THE COST OF SPECIFIED TRAFFIC CONTROL STANDARDS OR ITEMS.

All dimensions are in inches unless otherwise shown.

[illegible]

IDNR REQUIREMENTS

INTER-GOVERNMENTAL AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, Department of Natural Resources
AND
Village of Algonquin

The Illinois Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield, IL 62702-1271, and Village of Algonquin (Grantee), with its principal office at 2200 Harnish Drive, Algonquin, IL 60102 and payment address (if different than principal office) at _____, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 070161971 is Grantee's correct DUNS number, that 366005766 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select |
| <input type="checkbox"/> Medical Corporation | applicable tax classification) |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> P = partnership |
| <input type="checkbox"/> Estate or Trust | <input type="checkbox"/> C = corporation |

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds (check one) ☒ shall not exceed or ☐ are estimated to be \$148,300.00, of which \$0 are federal funds. Grantee agrees to accept Grantor's payment as specified in the

Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is N/A. The State Award Identification Number is 422-11-1077.

1.4. Term. This Agreement shall commence up the last dated signature of the Parties and shall terminate twenty-four (24) months from the date of full execution.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Department of Natural Resources

By: [Signature]
Signature of Director of IDNR

By: [Signature]
Signature of Designee

Date: 2-25-20

Printed Name: Colleen Callahan

Printed Title: _____

Designee

By: [Signature]
Signature of First Other Approver, if Applicable

Date: 02-24-2020

Printed Name: Brad Colantino

Printed Title: Chief Financial Officer

Other Approver

By: [Signature]
Signature of Second Other Approver, if Applicable

Date: 1/27/2020

Printed Name: Renee Snow

Printed Title: Chief Counsel

Second Other Approver

Village of Algonquin

By: [Signature]
Signature of Authorized Representative

Date: 1-7-20

Printed Name: Tim Schloneger

Printed Title: Executive Director

E-mail: timschloneger@algonquin.org

APPROVED FOR EXECUTION

Date: 1/28/20

Legal Counsel: [Signature]

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of a jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

3.1. **Definitions.** Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Consolidated Year-End Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient, 2 CFR 25 Appendix A (1)(C)(1).

"State" means the state of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. All obligations regarding Grant Funds management shall survive this Agreement's termination or expiration. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1985, 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the

funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO, PART THREE or Exhibit C. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all

applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation

methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds.

Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in PART TWO, PART THREE or Exhibit G of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9. Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC 57401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that

this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 et seq.).

ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin.

Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 ILCS Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

- (i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or
- (ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such

required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or Exhibit G based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and

State Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and State Awards.

(iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.3. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.4. **Delinquent Reports.** Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. **Termination.**

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;
and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it lawfully obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds.

ARTICLE XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the

Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure, and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and

that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or

for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including final indirect cost rate adjustments, including those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII, 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

Algonquin Scorched Earth Bicycle Path

The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee for the acquisition, development, rehabilitation and maintenance of both motorized and non-motorized recreation trails for the Bike Path grant program.

This grant is funded through the Illinois Bicycle Path Grant Program (BP). It is funded up to 50% through Illinois Bicycle Path Grant Program. Funding for the program is derived from revenue generated from fees collected pursuant to Section 3-821 (f) of the Illinois Vehicle Code (625 ILCS 5/2-119). Grant limits \$200,000 development, no limit on acquisition projects.

This project involves constructing a multi-use path for recreational purposes which connects Armstrong Street to an existing trail, Prairie Trail in the Village of Algonquin. The Prairie Trail is a regional trail and Armstrong Street is the spine of an industrial complex owned and maintained by the Village of Algonquin. The new connection will provide safe bicycle access between residential and commercial areas via Armstrong Street to the Prairie Trail. Currently, there are no other alternatives to connect safely to Prairie Trail without negotiating a steep slope and a heavily looped area of traveling along Algonquin Road which does not have bicycle accommodations.

EXHIBIT B

DELIVERABLES OR MILESTONES

This grant is funded through the Illinois Bicycle Path Grant Program Grant Program (BP). It is funded up to 50% through (BP).

The Implementation and Billing Requirement Packet is incorporated into this Exhibit B1 as a separate attachment (labeled Exhibit B1).

Project billings shall be submitted to at project completion unless otherwise approved by IDNR.

Deliverables/Milestones will be the completed project components as presented in the original application (attachment labeled Exhibit B2*) or an approved project scope change. They will be reported as directed in the Implementation and Billing Packet (Exhibit B1).

*** If the approved (acronym) project includes the use of Force Account labor, the Grantee shall ensure that any audits required will include an internal control evaluation and opinion on the grantee's time and attendance allocation system. In addition, if the grantee uses materials purchased by means of a Central Procurement System and allocates a portion of those materials to the project (Force Account material claim), the audit must include testing and reporting on the allocation system used for tracking material use.

The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00 (30 ILCS 705/4(b)(2)). The grantee must submit status reports on the first day of the next existing quarterly schedule (Jan, April, July & Oct) beginning with the quarter immediately following the project effective date.

*Exhibit B2 also includes the approved project budget

EXHIBIT C

PAYMENT

Grantee shall receive \$148,300.00 under this Agreement.

Enter specific terms of payment here:

This grant is funded through the Illinois Bicycle Path Grant Program Grant Program (BP). It is funded up to 50% through (BP).

A project shall be deemed completed for grant payment when the Grantee submits a development or acquisition project billing form seeking grant reimbursement which is approved for payment by IDNR. Failure by the Grantee to submit required billing forms and substantiating documentation within a one (1) year period following the project expiration date will result in the Grantee forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of IDNR.

Payment to the Grantee will be made as reimbursement providing up to a maximum of 50% for eligible expenses following submission to IDNR of a certified billing request listing all funds expended, and including any other documentation required by the administrative rules (see 17 Ill. Adm. Code 3040.30).

Project costs eligible for assistance shall be determined upon the basis of criteria set forth in the Illinois Bicycle Path Grant Program as so specified in 17 IL ADM. Code 3040.50.

Only costs incurred during the specified project period dates indicated on this Agreement and necessary to complete the approved project components are eligible for grant reimbursement payment.

Except for reimbursement grants where this does not apply, all funds advanced to the Grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant agreement, shall be returned to the State within 45 days (30 ILCS 705/4(b)(5)).

The Grantee agrees to complete the project as described in this Agreement and to pay any and all costs associated with the project in excess of the specified State obligation for Grant Funding Assistance.

Billing: By submitting a bill the Grantee certifies that the supplies or services provided meet all requirements of the Agreement, and that the amount billed and expensed incurred are allowed in the Agreement.

1.1. Grantee shall not bill for any taxes unless accompanied by proof that the state is subject to the tax.

1.2. A project shall be deemed completed for grant payment when the Grantee submits a project billing form seeking final grant reimbursement, which is approved for payment by IDNR.

1.3. Bills for supplies purchased, services performed, and expenses incurred during the approved grant period shall be submitted to IDNR within one (1) year following the project expiration date. IDNR will be relieved from further payment obligations if the Grantee fails to submit such invoices within the allotted time.

1.4. Send bills to:

Agency	Illinois Department of Natural Resources
Attn:	Office of Grant Management & Assistance
Address:	One Natural Resources Way
City, State Zip	Springfield, IL 62702-1271

The Grantee shall be fully and solely responsible for and assume all operation and maintenance costs and responsibilities associated with the project.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Mary Jo Weller
Title: Grant Administrator
Address: One Natural Resources Way, Springfield, IL 62702-1271
Phone: (217) 557-8781
TTY#: _____
Fax#: (217) 524-4082
E-mail Address: maryjo.weller@illinois.gov

GRANTEE CONTACT

Name: Tim Schloneger
Title: Village Manager
Address: 2200 Harnish, Algonquin, IL 60102
Phone: (847) 658-2700
TTY#: _____
Fax#: _____
E-mail Address: timschloneger@algonquin.org

Additional Information:

EXHIBIT E

PERFORMANCE MEASURES

Following all methods and standards as required by state and federal laws and regulations, this project will make outdoor recreation available to members of the general public by accomplishing the following items:

Providing community members with Algonquin Scorched Earth Bicycle Path an area that can be utilized by members of the general public for outdoor recreational use.

EXHIBIT F

PERFORMANCE STANDARDS

Completion of this project will allow citizens of Mc Henry County and others from the general populous outdoor recreational opportunities by providing Algonquin Scorched Earth Bicycle Path for use.

Periodic Performance Reports & Periodic Financial Report:

Periodic Performance Reports: Is due every **January 1, April 1, July 1, and October 1** throughout the duration of project implementation (i.e., until the project's FINAL billing is submitted to the Illinois IDNR). **Failure to submit a status report will result in no reimbursement (for projects over \$25K).** A copy is provided below you may also find it in Exhibit B1 of the Bike Implementation & Billing Requirements.

Periodic Financial Report: Is due when requesting reimbursement. A copy is provided below you may also find it in Exhibit B1 of the Bike Implementation & Billing Requirements.

EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

SPECIFIC CONDITIONS

ICQ Section:	03-Financial and Regulatory Reporting (2 CFR 200.327)
Conditions:	Requires more detailed reporting;
Risk Explanation:	Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
How to Fix:	Implementation of new or enhanced system, mitigating controls or a combination of both.
Timeframe:	One year.
ICQ Section:	04-Budgetary Controls (2 CFR 200.308)
Conditions:	Requires more detailed budget to actual reporting;
Risk Explanation:	Medium to high risk increases the likelihood that grant expenditures will exceed the approved budget categories that require prior approval and could result in amounts exceeding will not be reimbursed.
How to Fix:	Implementation of new or enhanced system controls, mitigating controls or a combination of both.
Timeframe:	One year.
ICQ Section:	05-Cost Principles (2 CFR 200.400)
Conditions:	Requires additional prior approvals; Requires more detailed reporting; Requires monthly reporting;
Risk Explanation:	Medium to high risk increases the likelihood unallowable costs or services, audit findings and questioned costs that would be required to be return to the state and federal government.
How to Fix:	Implementation of additional controls for reviewing and approval expenditures.

Timeframe:	One year from the implementation of additional controls.
ICQ Section:	09-Procurement Standards (2 CFR 200.317 - 326)
Conditions:	Requires additional prior approvals;
Risk Explanation:	Medium to high risk increases the likelihood of non-compliance resulting in audit findings, questioned cost and fraud, waste and abuse.
How to Fix:	Implementation of corrective action including new or enhanced controls over procurements of activities.
Timeframe:	One year from the implementation of corrective action.
ICQ Section:	11-Fraud, Waste and Abuse
Conditions:	Requires technical assistance including required training;
Risk Explanation:	Medium to high risk increases the likelihood of fraud, waste and abuse occurring and not being identified in the normal course of employee's duties, also decreases the likelihood of employees or clients not reporting fraud, waste and abuse.
How to Fix:	Corrective action including implementing a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.
Timeframe:	One year after implementation of corrective action.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

27.1 The Cash Management requirements and Interest requirements listed in Paragraphs 4.3 and 4.6 of PART ONE respectively do not apply as there are no federal funds as part of this agreement and the Grantee, and it is paid as reimbursement of prior project expenditures.

27.2 Additional information provided in the Project Implementation and Billing Packet will be considered an appendix to this agreement and is hereby incorporated into it through Exhibit B1.

27.3 The full application completed for this grant including all attachments, budget and maps is hereby incorporated into this agreement.

27.4 Compliance with the Laws

1) IDNR and the Grantee agree to perform this Agreement in accordance with the Illinois Bicycle Grant Program; with the rules promulgated pursuant to that Act 17 ILL.ADM. Code 3040; and, with the terms, promises, conditions, plans, specifications, maps, and assurances contained in the approved Project Application, each of which is hereby incorporated by reference and made a part of this Agreement.

2) The Grantee agrees to perform the approved Bicycle Path Project in accordance with all applicable federal, State and local laws, ordinances and regulations.

3) In connection with project construction, and the subsequent operation and maintenance of the Bike Path grant assisted facilities, the Grantee agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, as may be required by law to complete the project. Failure to obtain any required permit or approval may jeopardize Bicycle Path grant reimbursement and/or cause debarment.

4) The Grantee certifies, and shall be responsible for assuring, that no officer, employee, contractor, or agent of the Grantee, shall negotiate, make, accept, approve, or take part in decisions regarding a contract for acquisition or development of property in connection with this project, if such officer, employee, or agent has any financial or other personal interest in any such contract for the acquisition/development.

5) If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. No course of dealing or failure of IDNR to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

6) No assignment of grant provisions or duties is allowed.

7) This Agreement, including the project application by reference, any attachments, and the General Provisions and Certifications attached hereto, constitutes the entirety of the grant agreement between the Grantee and IDNR and supersedes all other agreements, whether written or oral, and may not be amended or modified except by a written instrument executed by both parties.

8) This Agreement shall be governed by and construed only in accordance with the laws of the State of Illinois. Any liability of IDNR under this Agreement shall be limited to the amount of the grant. Any dispute relating to this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 *et seq.*).

27.5 The Grantee must comply with and abide by the following operation and maintenance provisions (17 Ill Adm. Code 3040.70):

- 1) All bicycle facilities financed with funds from this grant program shall be continuously operated and maintained by the sponsoring agency at no cost to the Department and shall be operated and utilized in such a manner as to maximize the intended benefits to and for the general public.
- 2) The sponsoring agency shall satisfactorily maintain Program-assisted bicycle path facilities so as to promote the safe and enjoyable usage of the facility by the public.
- 3) All bicycle path facilities financed with funds from this grant program shall be open to the public for use and enjoyment without regard to race, color, disability, creed or national origin. No lessee or licensee of an area under a lease or license providing for a public or quasi-public use and no concessionaire of a lessee or licensee providing a service to the public, including facilities and accommodations, shall unlawfully discriminate against any person or persons because of race, color, disability, creed, or national origin in the conduct of its operation under the lease, license or concession agreement.
- 4) The charging of fees for general public use of bicycle path facilities financed with funds from this grant program is strongly discouraged. However, if it is deemed necessary by the sponsoring agency that fees must be levied for use of these facilities, the sponsoring agency shall:
 - a) Receive prior approval from the Department for scheduled fees to be charged;
 - a) Clearly document that existing agency operation and maintenance budget is not sufficient to cover the added cost of properly operating and maintaining the project facility; and
 - b) Deposit all fees in a separate account to be used for maintenance of and improvement to the Program-assisted facility only.
- 6) The Department shall have access to Program-assisted facilities at all times for inspection purposes to ensure project sponsor's continued compliance with this Part.
- 7) The sponsoring agency may enter into a contract or agreement with responsible concessionaires to operate and/or construct bicycle rental facilities, for dispersing food to the public and/or any other services as may be desired by the public and the sponsoring agency. Any and all concession revenue in excess of the costs of operation and

maintenance of Program-assisted bicycle facilities shall be used for the improvement of said facilities or similar public bicycling facilities in nearby areas.

- 8) All sub-leases or licenses entered into by the sponsoring agency with third persons relating to accommodations or concessions to be provided for or at the bicycle path facility for the benefit of the general public shall be submitted to the Department, upon request, for its approval prior to said sub-lease or license being entered into or granted by the sponsoring agency.

27.6 Performance Reports and Monitoring

- a) The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00 (30 ILCS 705/4(b)(2)).
- b) The Grantee shall be responsible for developing the project site in general accordance with the site development plan approved by IDNR and attached hereto as part of Project Application (Exhibit B2). Grantee shall make all development plans and specifications available for review by IDNR upon request.
- c) It is agreed and understood by the Grantee that an IDNR representative shall have access to the project site to make periodic inspections as work progresses. It is further agreed and understood by the Grantee that IDNR reserves the right to inspect the completed project prior to project acceptance and grant reimbursement to the Grantee.
- d) Grantee agrees that property acquired or developed per terms of this Agreement must be operated and maintained in a safe and attractive manner and open to the general public during reasonable hours for bicycling use without regard to race, color, national origin, religious belief, sex, age, disability, or on the basis of residence.

27.7 Project Costs and Billing

- 1) It is agreed and understood by the Grantee that an IDNR representative shall have access to the project site to make periodic inspections as work progresses. It is further agreed and understood by the Grantee that IDNR reserves the right to inspect the completed project prior to project acceptance and grant reimbursement to the Grantee.
- 2) Only costs incurred during the specified project period dates indicated on this Agreement and necessary to complete the approved project components are eligible for grant reimbursement payment.
 - a) Except for reimbursement grants where this does not apply, all funds advanced to the Grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant agreement, shall be returned to the State within 45 days (30 ILCS 705/4(b)(5)). Illinois Grants Recovery Act

- b) The Grantee agrees to complete the project as described in this Agreement and to pay any and all costs associated with the project in excess of the specified State obligation for Grant Funding Assistance.
- c) Billing: By submitting a bill the Grantee certifies that the supplies or services provided meet all requirements of the Agreement, and that the amount billed and expenses incurred are allowed in the Agreement:
 - a. Grantee shall not bill for any taxes unless accompanied by proof that the state is subject to the tax.
 - b. A project shall be deemed completed for grant payment when the Grantee submits a project billing form seeking final grant reimbursement, which is approved for payment by IDNR.
 - c. Bills for supplies purchased, services performed, and expenses incurred during the approved grant period shall be submitted to IDNR within one (1) year following the project expiration date. IDNR will be relieved from further payment obligations if the Grantee fails to submit such invoices within the allotted time.

Send bills to:

Agency	Illinois Department of Natural Resources
Attn:	Office of Grant Management and Assistance
Address:	One Natural Resources Way
City, State Zip	Springfield, IL 62702-1271

- d) The Grantee shall be fully and solely responsible for and assume all operation and maintenance costs and responsibilities associated with the project.

27.8 All correspondence arising from this Agreement shall be directed to the individuals who signed this Agreement or its designated representatives. All notices shall be deemed to have been provided at the time it is actually received.

27.9 Neither Grantee, nor its employees, agents, or subcontractors, shall be deemed to be an agent of the State of Illinois or IDNR.

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

- 28.1 The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee to acquire and/or develop land for outdoor recreation facilities that are open and accessible to the public in Illinois.
- 28.2 Project Implementation (17 Ill. Adm. Code 3040.70):
- 1) Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder and may result in debarment for two grant cycles.
 - 2) The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of IDNR under this Agreement.
 - 3) Environmental and Cultural Resource Compliance: Approved grant project construction shall not commence and no payment shall be made under this grant until the Grantee, as set forth under IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with IDNR as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 et seq.; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.
 - 4) Project Signage / Publicity: The Grantee agrees to display an "IL Bicycle Path Grant Program" acknowledgment sign provided by the IDNR, or similar sign designed by the Grantee and approved by IDNR, at the grant-assisted project site specified herein.
- 28.3 50% of the labor hours on the project must be performed by actual residents of the State of Illinois (20 ILCS 805/805-350).
- 28.4 Any property acquired or developed through assistance from the Bicycle Path Grant Program must be open to the public for outdoor recreation use without regard to race or color, creed, national origin, sex or disability, nor based on residence, except to the extent that reasonable differences in user fees may be imposed amounting to no more than double the fees charged to residents.
- 28.5 Projects receiving development grant assistance only shall be bound by the terms of this Agreement for the period of time specified below for the total amount of Bicycle Path Grant Program funds expended on the project (17 Ill. Adm. Code 3040.70):

<u> Total Grant Award </u>	<u> Time Period After Final Billing </u>
--	--

\$1 to \$50,000	6 years
For every \$10,000 increment over \$50,000	Add 1 year

Land acquired with funding assistance from the Illinois Bicycle Path Grant Program shall be operated and maintained in perpetuity for public outdoor recreation use.

28.6 Property acquired or developed with Bicycle Path Grant Program funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior IDNR approval. Approval for property conversion will be granted only if the Grantee substitutes replacement property of at least equal market value and comparable outdoor recreation usefulness, quality and location (17 Ill. Adm. Code 3040.70).

28.7 For projects receiving acquisition assistance, an appraisal must be provided by the sponsoring agency and submitted to the Department for review and certification. The appraisal must be completed to Departmental specifications. Title to any property for which grant reimbursement is sought cannot be taken by the sponsoring agency before Department approval of Certified Fair Market Value for the property is received. (17 Ill. Adm. Code 3040.70).

28.8 For projects receiving development assistance, the sponsoring agency must possess either fee simple title or a permanent easement to the property being improved or an approved lease arrangement of at least 25 years, unless otherwise approved by the Department. The Department will consider, on a case-by-case basis, lease arrangements for shorter periods when State statute prohibits a unit of local government from entering into such a long-term agreement, or other circumstances beyond the control of the local unit of government prohibit such arrangements (see Section 3040.50(a)(1)). The sponsor must also adhere to applicable state and local procurement requirements and make available to the Department all working plans, specifications, contract documents and cost estimates for review prior to commencing work. The format for any advertisement or prospectus soliciting and inviting bids, indicating dates of same, must also be presented, upon request, to the Department for review prior to publication. The Department will notify the project sponsor if the proposed project requires approval from a registered structural engineer. (17 Ill. Adm. Code 3040.70).

28.9 Upon project completion, the project sponsor must submit a certified project billing request (expenditure statement) listing/verifying all funds expended on the project for which grant reimbursement is sought, as well as required billing documentation, as follows:

- 1) ACQUISITION PROJECT: Proof of fair market value offer to seller for the property, copy of deed (Judgement Order in case of condemnation) showing ownership transferred to the local project sponsor, and copies of cancelled check(s) showing proof of payment to seller.
- 2) DEVELOPMENT PROJECTS: Copy of Construction As-Built drawings (no larger than 11" x 17"), copy of receipts/invoices for project costs, and copy of cancelled checks showing proof of payment.

- 28.10 Financial records on approved projects must be maintained and retained by the project sponsor for possible State audit for a period of final reimbursement payment is made by the Department.
- 28.11 The sponsoring agency must permanently post a Bicycle Path Grant Program acknowledgement sign at the project site where grant assistance is involved. The necessary sign will be provided by the Department -or specifications for its construction will be furnished to the local project sponsor, if requested.
- 28.12 The sponsoring agency shall indemnify, protect, defend and hold harmless the Department from any and all liability, costs, damages, expenses, or claims thereof arising under, through or by virtue of the construction, operation and maintenance of Program-assisted bicycle path facilities.
- 28.13 The Grantee shall use its best efforts and due diligence to complete the project within the Agreement term. No extensions to the termination date will be issued without written approval from IDNR.
- 28.14 Termination for Cause: IDNR may terminate this Agreement, in whole or part, immediately upon written notice to the Grantee if the State determines that the actions or inactions of the Grantee, its agents, employees or subcontractors have caused or reasonably could cause jeopardy to health, safety or property; if the Grantee has notified the state that it is unable or unwilling to perform the contract; or if the Grantee owes money or is in pending litigation with the State of Illinois during the term of this agreement. For termination due to any of the causes contained in this section, the State retains its right to seek any available legal or equitable remedies and damages.
- 28.15 Termination for Convenience: Either party, prior to project commencement, has the right to rescind this Agreement upon thirty (30) days written notification to the other party. This Agreement is furthermore contingent upon and subject to the availability of funds. IDNR, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60 (b)).
- 28.16 Termination for Breach: IDNR may terminate this agreement if grant funds are not used exclusively in accordance with the provisions contained in this agreement; or if Grantee fails without legal excuse to comply with any of the terms of this Agreement. The parties agree that in the event of a breach of this Agreement by the Grantee and notification from IDNR, the Grantee shall have thirty (30) days to cure or correct the breach. If the breach is not cured or corrected, IDNR shall thereafter have full right and authority to take such action as it deems necessary to enforce the provisions of this Agreement, to prevent the continued breach or violation thereof by the Grantee, and to seek any other remedy that may be available by law.
- 28.17 In the event of termination by IDNR in accordance with subsections (c), (d) and (e) this section, IDNR shall pay to the Grantee the reasonable value of services performed under this Agreement prior to the date of termination, provided the Grantee submits bills and proof of claims for supplies and services provided in compliance with this Agreement, cancels as many outstanding obligations as possible, and does not incur any new obligations after the effective date of termination. If IDNR terminates this Agreement, any payments made to the Grantee or recoveries by IDNR shall be in

accordance with the legal rights and liabilities of the parties.

28.18 In the event any court finds that Grantee's activities are a breach or violation of this Agreement, the Grantee will reimburse IDNR for all costs, including reasonable attorney's fees, incurred by IDNR in the pursuit of its rights under this Agreement. For purposes of this paragraph, "costs" shall be deemed to be all expenses, including but not limited to court costs and the value of IDNR staff time, reasonably incurred by IDNR.

28.19 Intellectual Property

- 1) All intellectual property ("IP") rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials"), including by way of example but not as limitation, any posters and promotional materials, photographs, maps, drawings, charts, reports, brochures, blueprints, website pages, and source code, shall be owned by Grantee unless Grantee materially breaches the terms of this Agreement.
- 2) To ensure that the Public Materials are widely and generally available to the public who has paid for their production, Grantee hereby grants to IDNR a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide, sublicensable license to use, copy, or publish the Public Materials by any means or media in connection with any activity of IDNR.
- 3) Grantee shall provide to all employees and agents of Grantee who might otherwise be entitled to claim any authorship or ownership or IP interest in such Public Materials (including but not limited to architects, photographers, graphic designers, web designers, sculptors, and contractors) a copy of this clause and shall obtain such employees' and agents' acknowledgment and agreement (1) that any employee or non-employee's contributions to any such Public Materials shall be considered Grantee property and/or works for hire, and (2) that to the extent that the Public Materials are not so considered, that all such contributors assign their rights therein, whether under patent, copyright, trade secret, or trademark law, and including moral rights, in perpetuity or for the longest period otherwise permitted by law, to Grantee such that Grantee can effectively grant the above-described license. Grantee shall allow IDNR full access to the project site and materials, both during the grant term and after completion, for documentation, inspection, publicity, photography, promotion, or similar purposes.

28.20 No significant deviations from the approved Agreement (development plan) or control of property interests in the project site shall be made without prior written approval from IDNR. Specific actions regarded as significant deviations include, but are not limited to:

- 1) The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Grantee to another individual, group, agency, or entity.
- 2) Any significant deviation from the approved project site plan OR change, alteration or disposition of the project site to anything other than public outdoor recreation use, unless approved in this Agreement or by IDNR. The construction of any building including indoor recreation facilities, exclusive of outdoor recreation service or support structures and sanitary facilities, are considered a conversion in use.
- 3) The construction of any overhead service utility line on the project site subsequent to the date of this Agreement, except for electric lines over 15 kv, unless otherwise approved by IDNR. (All future utility lines servicing the project site, except as noted, must be buried.)

- 28.21 Any deviation or conversion of the project site(s) from public outdoor recreation use without DNR approval shall be considered a breach of this Agreement resulting in the Grantee being held liable for replacing said converted property with comparable land as deemed acceptable by IDNR.
- 28.22 In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all permits, licenses, or forms of consent required to complete the project. Failure to obtain any required permit or approval may jeopardize grant reimbursement and/or cause debarment.
- 28.23 No assignment of grant provisions or duties is allowed.
- 28.24 All facilities constructed with state Bicycle Path Grant Program grant assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois Accessibility Code Standards, the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130).
- 28.25 If the grant award is \$250,000 or more for capital construction costs or professional services, Grantee certifies that it shall comply with the business enterprise program practices for minority-owned businesses, female-owned businesses, and businesses owned by persons with disabilities of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). See 30 ILCS 105/45.

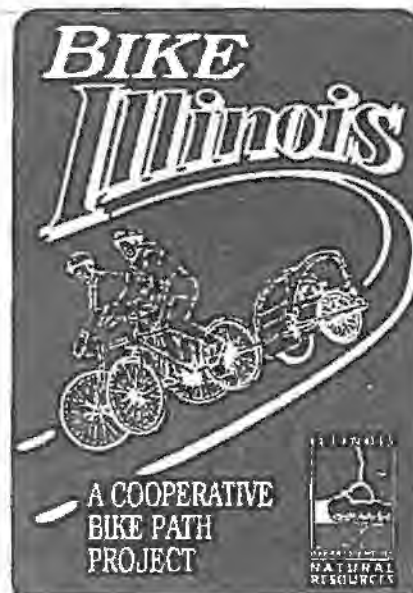


Illinois Department of Natural Resources

Illinois Bicycle Path Grant Program

Development Projects

Implementation & Billing Requirements



IL Department of Natural Resources
Office of Grant Management and Administration
One Natural Resources Way
Springfield, IL 62702
Telephone: 217/782-7481
Fax: 217-782-9599
DNR.Grants@illinois.gov

In this packet, you will find necessary information and instructions for implementing an approved development project involving IL Bike Path grant assistance through the Illinois Department of Natural Resources (DNR). **PLEASE READ THE FOLLOWING CAREFULLY!** Failure to comply with these instructions/guidelines could jeopardize grant reimbursement.

General:

- 1) To maintain grant eligibility, the local project sponsor must satisfactorily complete ALL approved project elements as specified in the approved project application and signed Project Agreement. Any project scope changes (additions or deletions) must be approved by the DNR in order to maintain eligibility for grant reimbursement.
- 2) Project construction for which Bike Path funding assistance is requested may be accomplished by any of the following methods or combinations thereof: 1) competitively bid contract(s) per local/state procurement guidelines, 2) directly hired labor and material purchases IF qualifying as bid exempt and 3) using local agency Force Account labor (in-house staff).
- 3) For all Development projects, the local sponsor must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases. DNR may request documentation from the local agency to verify compliance with applicable state statutes.
- 4) All facilities constructed with IL Bike Path assistance must be developed and designed to accommodate full accessibility standards as per the most current "Americans with Disabilities Act" (ADA) guidelines and "Illinois Accessibility Code". If you have any questions or doubts regarding the design standards being proposed for your project, it is strongly encouraged that "working drawings" be submitted to the DNR for review and approval prior to construction and/or bid solicitations.
- 5) Unless otherwise approved by the DNR, all bike paths must be constructed with a minimum finished tread surface width of eight feet (8'). It is recommended that construction be in compliance with the most recent edition of AASHTO's "Guide for the Development of Bicycle Facilities."
- 6) The approved IL Bike Path development project must be completed and ready for a final close-out/acceptance inspection by Illinois DNR staff AND all project costs for which reimbursement is expected **must be incurred no later than the expiration date specified on the signed Project Agreement, unless otherwise approved by Illinois DNR Grant staff.** Failure to have approved project components completed by the specified project expiration date could jeopardize approved grant reimbursement for the project.
- 7) The maximum allowable claim for "contracted" Architectural/Engineering (A/E) services used for the proper design and construction supervision/administration of an approved IL Bike Path development project shall not exceed the following percentages of actual grant-assisted, project construction costs:

15.25% for Initial analysis, design & bid work and on-site construction supervision and final project acceptance/close-out work

NOTE: Project A/E services may be accomplished "in-house" (force account) IF qualified staff exists and approved by the Illinois DNR. (See page 5, item #6 under Force Account Labor Guidelines for funding limits.)

- 8) In connection with and prior to construction, and thereafter the subsequent operation and maintenance of the Bike Path grant assisted facilities, the Local Agency agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, as the case may be, from, but not limited to, the following agencies: (Failure to do so can jeopardize grant reimbursement.)
- a. U.S. Department of the Army, Corps of Engineers.
 - b. IL Dept. of Transportation (Div. of Highways).
 - c. IL Environmental Protection Agency.
 - d. IL Dept. of Natural Resources concerning "Interagency Wetlands Policy Act"(20 ILCS 830); "State Endangered Species Act" (520 ILCS 10/11); cultural resource impacts (20 ILCS 34/20, *coordinated with the IL Historic Preservation Agency*); and through the Office of Water Resources at IDNR, impacts to state waterways (615 ILCS 5/5).
 - e. IL Dept. of Public Health (Campground Licensing & Recreational Area Act, 210 ILCS 95/1).
 - f. Local building or zoning agencies or boards, where applicable.
- 9) Your agency may be subject to the audit requirements of the Grants Accountability and Transparency Act (GATA) which is governed by federal 2 CFR 200.500. Audit certification and submission is completed on the State of Illinois Grantee Portal- <https://grants.illinois.gov/portal/>
- 10) Status of project progress and spending must be reported to the DNR Grant Administrator assigned to the project each January 1, April 1, July 1 and October 1 throughout the duration of project implementation (i.e., until the FINAL project billing is submitted to DNR). The enclosed "Periodic Performance Report" and "Periodic Financial Report" forms are required under the Grant Accountability and Transparency Act. Failure to submit a required reports will result in no reimbursement (for projects over \$25,000.00) and may result in the local sponsor being placed on the statewide Stop Pay List (See 44 IL Admin Code 7000.80)
- 11) Please contact DNR Grant staff for assistance at 217/782-7481 if you have any questions regarding program requirements as you proceed with project implementation.

Accessibility Specifications Guide:

All facilities constructed with Illinois Bicycle Path grant assistance must be designed in accordance with standards of the most recent version of the Illinois Accessibility Code and most recent "Americans with Disabilities Act", whichever is more stringent.

A copy of the Illinois Accessibility Code may be obtained by calling 217/782-2864 (Springfield) or 312/814-6000 (Chicago) or by visiting the Illinois Capital Development Board Website:
<https://www2.illinois.gov/cdb/business/codes/IllinoisAccessibilityCode/Pages/default.aspx>

To supplement this information, the U.S. Architectural and Transportation Barriers Compliance Board pursuant to ADA has developed final guidelines for recreation facilities and outdoor developed areas. A copy of the guidelines can be obtained by writing to: Access Board, Recreation Report, 1331 "F" Street, N.W., Suite 1000, Washington, D.C. 20004-1111. Telephone: 202/272-5434, or 800/514-0301, or contact their web site at www.access-board.gov.

Open Competitive Bidding:

- 1) EXCEPT as noted below in items #2 - #5, all open competitive bidding shall be done in conformance with the local sponsor's statutory requirements governing public procurements.
- 2) Language comparable to the following shall appear in all "bid advertisements" relative to the approved grant project:

"This project is being funded, in part, with State of Illinois Bike Path Grant Program funding assistance made available through the Illinois Department of Natural Resources."
- 3) The local sponsor shall encourage 1) "minority" business firms to submit bids on the approved project and 2) successful contract bidders to utilize minority businesses as sub-contractors for supplies, equipment, services and construction. *This stipulation should be noted in all bid solicitation notices.*
- 4) Contract award(s) shall be made to the lowest responsible bidder whose bid properly addresses and complies with the invitation, and is most advantageous to the local sponsor; price and other factors considered. (Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid.) For contracts requiring "open competitive bidding", justification for acceptance of a no-bid contract or awarding of contracts to other than the lowest bidder shall be subject to approval from the DNR.
- 5) The bid proposal forms should be structured for flexibility. This can usually be done most effectively with add/deduct alternates and bidding the work by specific/distinct work elements.

The instructions to bidders in the bid specifications should clearly indicate what constitutes a valid bid and how the contract/bid will be awarded (lowest responsible/qualified bidder for all work items versus individual work items; base bid and selected bid alternates versus base bid separate from bid alternates, etc.). It should also specify whether substitutes will be accepted and whether scope of individual work elements can be modified.

In general, the Instructions and General Conditions section of the bid specifications should, at a minimum, address the following items:

- . Bid Opening Date
- . Number of days Bid must be held
- . Bid, Performance and Payment Bond/Security Requirements*
(In accordance with the "Public Construction Bond Act", 30 ILCS 550/1 et.seq.)
- . Contractor Insurance Requirements
- . Completion date and if liquidated damages occur for late completion
- . Terms of Payment to Contractor
- . Schedule of quantities/material list and Unit Costs
- . If Bid is for material or product supply, do not specify specific name brand without also accepting "or approved equal". Also, specifications for a particular product or material cannot be written in such detail to prevent a competitive bidding situation.

- (*) Bonding requirements for all public works projects in Illinois are stipulated in the "Public Construction Bond Act" (30 ILCS 550/1 et.seq.) which states that every contractor on a public

works project must provide to the satisfaction of the public agency *good and sufficient bond with adequate sureties to guarantee construction performance and payment of materials and labor used in such work.*

REMEMBER, the approved Bike Path project should be completed by the date specified in the Project Agreement. The local sponsor should ensure that all bidders are aware of the expected completion date by specifying the expected start date and completion date for project construction in the bid specifications package.

- 6) In certain instances, conditions may arise after work has begun that are beyond the control of the local sponsor and contractor which necessitates a change in specification and/or price. To maintain grant eligibility, these changes must be done by formal change orders. **If the change order involves 1) the total deletion of an identified project component, 2) the addition of a new component for which reimbursement will be sought or 3) exceeds \$10,000 in value, the local sponsor must receive Illinois DNR approval in order to ensure grant eligibility is maintained.** *For change orders in excess of \$10,000 (pursuant to Section 33E-9 of the Criminal Code of 1961, as amended) written assurance **MUST BE** provided to the Illinois DNR by the local sponsor that such a change was not reasonably foreseen at the time of initial construction contract execution.*
- 7) In addition, 50% of the labor hours on the project must be performed by actual residents of the State of Illinois. Article 80 of the FY 10 Budget Implementation (Capital) Act, P.A. 96-37 (HB 2424.)

No-Bid Procurements & Force Account (FA) Labor Guidelines:

- 1) Project construction can be completed by various means of procurement of material and equipment. For all development projects, the local sponsor must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases. In addition, grant reimbursement can be provided for project construction completed using local agency in-house staff ("Force Account" labor).
- 2) Equipment rental necessary to complete "force account" labor construction is eligible for grant reimbursement. **HOWEVER**, the value of donated material, labor and equipment to a project **IS NOT** grant eligible nor is the purchase of non-consumable items (tools, etc.) necessary to complete project work.
- 3) For "Force Account labor", the local sponsor shall maintain accurate time records and complete the appropriate time sheet summary form (attached) for reporting "in-house" force account labor necessary and reasonable for completion of the approved project components. This includes only those employees directly involved in project construction and any associated design work, construction supervision, and overall project record keeping and administration. The value of such labor shall reflect actual wages paid to each employee, and may include fringe benefits. (Wages paid shall not be higher than those for persons on similar jobs within the local agency.) *Claims for clerical and administrative Force Account labor necessary for overall project record keeping and administration shall not exceed 2.5% of the total "direct" costs claimed for approved Force Account construction labor and "non-bid" material purchases (see item #6 below).*
- 4) For all small procurement (not required to be bid by state statute or local ordinance) material purchases, appropriate purchase orders and/or invoices and corresponding canceled checks must be recorded on the "Materials Itemization Sheet" (attached) according to each major project construction component for

which the materials were purchased. (Warning! Keep in mind that the local sponsor must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for equipment/material purchases.)

Please contact the DNR grant administrator assigned to your project if there are any questions regarding the completion of the forms mentioned in items #3 - #4 above.

- 5) Overall guidelines for billing claims involving Force Account (FA) labor for project architectural/engineering (A/E) and administrative services are as follows:
- At least 90% of project costs must be for "direct" construction costs.
 - Design and Construction Supervision Costs - $\leq 7.5\%$ of associated "direct" construction costs.
 - Administrative/Clerical Support Costs - $\leq 2.5\%$ of "direct" FA & small procurement material costs.

Billing Requirements:

- 1) Billing requests for grant reimbursement are processed after 100% project completion, unless otherwise approved by the DNR. Only costs incurred during the specified "project period" indicated on the Project Agreement and necessary to complete approved project components are eligible for grant reimbursement. **Billing documentation must be submitted as soon as possible after project completion.**
- 2) The following documentation is required for the final project billing:
 - A) One copy of record (as-built) drawings (**drawings must be no larger than 11 X 17**).
 - B) Copy of the environmental (CERP) sign-off letters/forms from the Illinois DNR (see page 2, item #8 of General information section.)
 - C) Completed "Development Project Billing Form" (containing original signatures) and "Final Project Performance Report". (forms enclosed)
 - D) Agreed Upon Procedures Report from CPA firm. Costs claimed on the "Development Project Billing Form" must be reviewed and attested to by an independent CPA⁽¹⁾ in accordance with the *Statement on Standards for Attestation Engagements* as established by the American Institute of Certified Public Accountants. The independent Attestation will be based on the "Agreed Upon Procedures" developed by DNR and identified on Attachment A.

NOTE: The cost of having the independent attestation of the Project Billing conducted is considered an eligible project cost and may be claimed for 50% grant reimbursement. Submit invoice from accounting firm and proof of payment.

- E) One photo of the sign acknowledging BIKE PATH grant assistance posted at the project site.

⁽¹⁾ It is recommended that the CPA firm that conducts the Grantee's regular agency-wide audit be used for this purpose.

Information the Project Sponsor (grantee) will need to provide the CPA (auditor) in order to have the independent Billing attestation efficiently completed according to the established "Agreed Upon Procedures".

Copy of the signed Project Agreement and any amendments executed thereto;

A "spread sheet or schedule" of all professional services (A/E) contracts and **publicly bid** construction and material/equipment purchase contracts and associated contract change orders (if applicable) issued pursuant to the approved Bike Path project for which grant reimbursement is claimed;

The schedule should list the following: contractor or A/E firm name, project element completed by contract, contract amount and, if applicable, itemized listings of any contract change orders. (See Attachment B for example)

Proof of bid advertisement for all publicly bid construction and material/equipment purchase contracts.

Copy of "Bid Tabulation" for each publicly bid construction and material/equipment purchase contract.

(If applicable) Justification for and proof of Board action, approving the awarding of any project construction and material/purchase contract to someone other than a low bidder.

A "Schedule of Professional Services (A/E) and Publicly Bid Project Contracts" and "Schedule of Project Expenditures" incurred pursuant to the approved Bike Path grant project for which grant reimbursement is claimed. **The schedule shall list, at a minimum, information shown in the example on Attachment B on page 8.** *The "schedule/spread sheet" must contain a "certification statement" signed by the Grantee's chief fiscal officer and chief administrator / elected officer attesting to the accuracy of the information and must be included in the submitted project billing to IDNR.*

Copy of applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases.

"Agreed Upon Procedures" for Bike Path Project Billing Attestation

Costs claimed for Bike Path grant reimbursement on the Development Cost Summary Statement (Development Project Billing Form) must be attested to by an independent CPA licensed in the State of Illinois. The attestation shall be completed in general accordance with the Statement on Standards for Attestation Engagements as established by the American Institute of Certified Public Accountants and based on the following "agreed upon procedures" developed by the Illinois Department of Natural Resources.

Recommended "agreed upon procedures" for attesting to the eligibility of the costs claimed on the *Development Project Billing Form* signed and attested to by the local project sponsor (grantee):

Based on both 1) the "Schedule of Professional Services (A/E) and publicly bid Project Contracts" and 2) the "Schedule of Project Expenditures" provided by the local project sponsor (grantee) as supporting documentation for the *Development Project Billing Form*, perform the following procedures and provide a report detailing the results. The report should include copies of the aforementioned schedules and the signed *Development Project Billing Form* provided by the local project sponsor (grantee).

- A. Verify that all contracts listed on the schedule were for work germane to the scope of the approved Bike Path project as described on the signed Project Agreement and any amendments thereto, and, with the exception of project professional services (A/E) contracts, were executed after the project start date indicated on the signed Project Agreement. Identify and report any exceptions.
- B. With the exception of Professional Services (A/E) contracts, verify that the local project sponsor (grantee) has complied with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts, and equipment/material purchases. Identify and report any exceptions.
- C. Verify that all publicly bid construction and material/equipment purchase contracts executed for the project were awarded to the low bidder. Identify and report any exceptions and attach written justification from local project sponsor (grantee) for their awarding any contract to someone other than the low bidder.
- D. Verify that all change orders to the construction and material/equipment purchase contracts are germane to the approved Bike Path project scope and that any change orders of \$10,000 or more were approved by DNR. Identify and report any noted exceptions and attach a copy of any change order noted as an exception.
- E. Sample a minimum of 25% of the project expenditures listed on the "Schedule of Expenditures" (sample shall represent at least 50% of total project expenditure value) and trace to the local project sponsor's accounting record system and verify the costs are germane to the project scope and, with the exception of project professional services (A/E fees), were incurred during the project period specified on the signed Project Agreement. Identify and report any noted exceptions.
- F. If Force Account labor (use of project sponsor's own staff to complete project construction) is listed/claimed on the "Schedule of Expenditures", sample a minimum of 20% of the listed Force Account labor charges (minimum 35% of FA labor value) to determine if the charges are allowable and germane to the project scope AND can be traced to supporting Project Sponsor time keeping records. Identify and report any unsupported charges.

Revised: 09/06

ATTACHMENT B

Schedule of Professional Services (A/E) and Publicly Bid Project Contracts
[EXAMPLE FORMAT]

Grant Project #: BP 04 - XXX

Firm Name	Project Element	Base Contract Amt	C. O. # and Amt	Total
John Doe & Associates	A/E services	\$10,500.00		\$10,500.00
Gonzo Construction Co.	Site Clearing/Grubbing	\$13,500.00	#1 - \$ 800.00	
			#2 - \$500.00	\$14,300.00
SG Contractors	Grading and Filling	\$35,900.00	#1 - \$2,500.00	
			#2 - \$1,520.00	\$ 39,920.00
Acme Paving Co.	Bike Path/Parking lot	\$108,000.00	#1 - \$3,000.00	
			#2 - \$1,000.00	\$112,000.00
Springdale Landscaping	Seeding	\$10,500.00	#1 - \$1,200.00	\$ 11,700.00
TOTAL				\$188,920.00

Schedule of Project Expenditures
[EXAMPLE FORMAT]

Grant Project #: BP 04-XXXX

Vendor/Contractor Name	Project Element	Invoice Date and Number	Invoice Amount	Payment Check #	Amount	Amount Claimed for Grant Reimbursement
Gonzo Construction Co.	Clearing	12/15/03	52365	2535	\$14,800.00	\$14,800.00
SG Contractors	Grading	12/01/03	1539	2536	\$38,400.00	\$38,400.00
J. Doe & Associates	Plans	11/23/03	00256	2530	\$8,250.00	\$ 7,250.00
(Force Account Labor) Employee Name & S.S. #	Job Description	Hours Claimed (f)	Hourly Wage (Attach FA-DOC-1)			Amount Claimed for Grant Reimbursement

(f) Taken from Project Sponsor's time allocation records (time sheets)

CERTIFICATION STATEMENT:

I hereby certify that the costs shown on this "Schedule of Project Expenditures" are true and correct and based on actual expenditures by the Project Sponsor for the referenced Bike Path project; that grant reimbursement/payment from the State of Illinois has not been received for these costs; and that the costs are in accordance with provisions of the Illinois Bike Path grant program (17 IL Adm Code 3040).

Signature: _____

Name & Title: _____

ATTESTED BY: _____ Date: _____

(Signature of local agency's chief fiscal officer)

Optional Bike Path Billing Documentation Procedure

An optional project billing documentation procedure may be authorized by DNR, on a case-by-case basis, for some rural communities and small scale projects. **However, this alternate method of documenting a project billing may result in a delay in grant payment.** If the optional billing documentation procedure is approved by DNR for a project, the following project cost support documents **must** be submitted, as applicable, in addition to items 2 A) B) C) & E) listed under the Billings Requirements on page 5.

1) (Billing Claim for BID and NON-BID construction contracts)

Proof of bid advertisement from local newspapers (Bid contracts only); and
Bid Tabulation for each project bid request.
Signed contract(*) and change orders, if any, for each contractor;
Copies of each contractor pay requests along with canceled check(s) or final lien waivers verifying proof of payment;

(*) only require cover page, signature page(s), contract amount/description page(s).

2) (Billing Claim for small procurement material costs and "force account" labor)

- Form FA/DOC-1 (Force Account Material Cost Summary). **[Form attached]**

Itemize all material purchases/costs by major project components, such as tennis court(s), picnic shelter(s), playground, ballfields, restroom buildings, parking, etc. For each major component list:

- a) the company/business for each material purchase;
- b) description of materials purchased, quantity, & the purchase order number; and
- c) payment check number and check amount. (Do not submit canceled checks, purchase orders, etc. to IDNR. These items should be kept with the grantees project file.)

- Form FA/DOC-2 (Force Account Labor Summary). **[Form attached]**

For "in-house" labor claims, the sponsor must determine by corresponding time sheet records the amount of local agency labor attributed to each project component and tabulate on this form.

3) Contracted Project Design Work (architectural/engineering services)

- Copy of signed contract/agreement
- Copy of each pay request and canceled check verifying proof of payment

Audit Requirements

A. Record Retention

As stipulated in the General Provisions of the grant Project Agreement, the local project sponsor (grantee) must maintain, for a minimum three (3) year period following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the Illinois DNR and/or the State of Illinois, Auditor General, and the Attorney General for auditing at reasonable times. Failure by the grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

B. Audit Requirements

Local agencies receiving a cumulative total of \$500,000 or more in state Bike Path assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted as is generally required by 1) state law (65 ILCS 5/8-8-1 et seq. Or 55 ILCS 5/6-31001 et seq.) 2) by the grantee's own governing body, as applicable. A copy of the audit must be provided to DNR, upon request, OR if any findings (irregularities) involving the Bike Path grant are reported in the audit.

The audit must be conducted by an independent public accountant, certified and licensed by authority of the State of Illinois and conducted in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA, 1985) Procurement of the necessary audit(s) is the responsibility of the local agency and can follow established local procurement procedures, provided those procedure promotes an open and competitive environment.

C. Audit Resolution

The grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by the Illinois DNR or its representative, the grantee shall be responsible for repayment of such costs.

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

DEVELOPMENT PROJECT BILLING STATEMENT
(ILLINOIS BICYCLE PATH GRANT PROGRAM)

Project #: _____
Project Sponsor: _____
Project Title: _____
Project Billing #: _____

DEVELOPMENT COSTS SUMMARY STATEMENT

Cost Category		Expenditure
Construction Costs (Contracted)	bid contracts	
	Non-bid contracts	
Construction Costs (Force Account)	In-House labor	
	Material Supplies	
Architectural/Engineering Fees		
Other (specify)		
CPA Attestation Fee, if applicable (attach copy of invoice & proof of payment)		
TOTAL		0
Less Local Agency Share		
Amount of Grant Reimbursement Claimed		0

CERTIFICATION STATEMENT:

I do hereby certify that this Billing is correct and just and based on actual payment(s) of record by the Project Sponsor; that payment from the State of Illinois has not been received for these costs; and that the completed work and services or purchases are in accordance with provisions of the Illinois Bicycle Path grant program (17 IL adm Code 3040) and the signed Project Agreement, including amendments thereto, with the Illinois Department of Natural Resources.

DATE: _____

(Document must be attested to by local agency fiscal officer)

ATTESTED BY: _____ (Signature)

BY: _____
NAME: _____ (Signature)
TITLE: _____
AGENCY: _____

_____ (Title)

Project #: _____

Project Sponsor: _____

Project Title: _____ **Date:** _____

(CONCISE / QUANTIFIED DESCRIPTION OF COMPLETED PROJECT):

(CONCISE, QUANTIFIED DESCRIPTION OF COMPLETED PROJECT):

(GENERAL COST BREAKDOWN OF COMPLETED MAJOR PROJECT COMPONENTS):

<u>Approved Project Component</u>	<u>Quantity Actual Costs</u>	<u>Budgeted Cost</u>
TOTAL:	0	0

Prepared by: _____

Title: _____

FORCE ACCOUNT PROJECT MATERIAL COST SUMMARY
(Itemized by major project components)
(MATERIALS ITEMIZATION SHEET)

Major Project Component: _____ PAGE ____ OF ____

PROJECT SPONSOR: _____ PROJECT #: _____

PROJECT TITLE: _____

FIRM	MATERIAL ITEM	QUANTITY	PURCHASE ORDER NUMBER	CHECK NUMBER	CHECK AMOUNT	AMOUNT CLAIMED FOR REIMBURSEMENT
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
TOTAL						

I hereby certify that the above is true and correct and all materials were used exclusively on the referenced project.

Signature: _____

Name & Title: _____

Date: _____



Exhibit B2

STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

Periodic Performance Report (PPR) Instructions

The Periodic Performance Report (PPR) is a standard, uniform statewide performance progress reporting format used by all state agencies to collect performance information from recipients of state grant awards. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the Grant Agreement (UGA), all grant awards are subject to periodic performance reporting.

General instructions for completing the PPR are contained below. **PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THE PPR.** Please contact the state agency's points of contact specified in the "State Agency Contacts" section of your UGA if additional support is needed completing the PPR.

If the UGA specifies an alternative file or external database for grant performance reporting, the grantee should mark the shaded box in the PPR accordingly. In the *File Name or Database Source* field, enter the name of the alternative file or database utilized. The grantee is not required to complete Sections 14 - 22 if the information is provided in an alternative format specified in the UGA.

Report Submission

1. The grantee must submit the PPR cover page and any forms required by the awarding state agency as specified in the UGA.
2. The PPR must be submitted to the attention of the state agency's points of contact specified in the "State Agency Contacts" section of your UGA in accordance with the requirements established in the award document.
3. If additional space is needed to support the PPR, supplemental pages should be attached. As indicated on the PPR, responses to Sections 14 - 22 may be provided in a separate format. If additional pages are provided, the pages should be numbered and must reference:
 - a. Grant number
 - b. Grantee organization
 - c. DUNS number
 - d. FEIN
 - e. Period covered by the PPR

Reporting Requirements

1. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the UGA, all grant awards are required to submit a PPR in accordance with the terms established in the UGA.
2. The frequency of the PPR is specified in the Notice of Funding Opportunity (NOFO) and the UGA. The PPR must be submitted within the specified time frames. A submittal will be considered "late" if it is more than 15 calendar days past the due date or the date specified by the State agency's JCAR Rules (including approved extensions.)
3. Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports." If the report of more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>.)
4. A final PPR shall be required at the completion of the grant award. For final PPRs, the reporting period end date shall be the end date of the project / grant period.



STATE OF ILLINOIS PERIODIC PERFORMANCE REPORT

Section	Data Element	Section Instruction for PPR
1	Grantee Name (per UGA)	Enter the name of the grantee exactly as stated in the UGA.
2	Grant Number	Enter the number assigned by the awarding state agency; Grant Number specified in the UGA.
3	Grantee DUNS	Enter the grantee's Dun and Bradstreet number.
4	CSFA Number	Enter the number assigned to the program through the Catalog of State Financial Assistance.
5	Grantee FEIN	Enter the grantee's Federal Employer Identification Number provided by the Internal Revenue Service.
6	Program Name (per UGA)	Enter the program name exactly as stated in the UGA.
7	CFDA Number(s)	Enter the Catalog of Federal Domestic Assistance (CFDA) number(s) as stated in the UGA. If the program is funded by more than one CFDA, list each CFDA number.
8	State Agency (Grantor)	Enter the name of the state agency awarding the grant as identified in the UGA.
9	Agreement Period	Enter the agreement period established in the Grant Agreement. This may span multiple years, based on the terms of the UGA.
10	Report Period End Date	Enter the ending date of the reporting period. The reporting periods are specified in the UGA.
11	Final Report?	Mark appropriate box. Check "yes" only if this is the final or last PPR for the Agreement Period specified in Section 9.
12	Report Frequency	Select the appropriate term corresponding to the requirements specified in the UGA. "Other" may be used when a different reporting schedule is required due to Specific Conditions. State the frequency as state in the UGA Specific Conditions.
13	Prepared Date:	Enter date the PPR was prepared by the grantee.
Responses to Sections 14 - 22 may be provided in a separate format. All grantees must complete Section 23.		
14	Deliverable (if applicable)	<p>List all high-level deliverables required under the current, approved UGA. Enter one Deliverable per row.</p> <p>Examples of Deliverables could include:</p> <ul style="list-style-type: none"> o Provide IT training o Purchase equipment o Hire contractors o Conduct workshop o Submit document <p>As delineated in the UGA, "Deliverables" are not "Performance Measures." Performance Measures are addressed in Section 18 - 22.</p> <p>Grantees are not required to report on deliverables that were due and completed in prior reporting periods.</p>
15	Due Date	Per the current, approved UGA, enter the Due Date for the corresponding Deliverable. This date may fall outside the time frame of the current PPR.
16	Date Completed	Enter the date the Deliverable task was completed. If the task has not yet been completed, leave this cell blank.



STATE OF ILLINOIS PERIODIC PERFORMANCE REPORT

Section	Data Element	Section Instruction for PPR
17	<i>Deliverable Explanation</i>	<p>Briefly explain progress towards meeting the Deliverable to inform the awarding agency of challenges and successes. If additional space is needed, attach a supporting narrative.</p> <p>A description of the challenges and plans for overcome must be provided if:</p> <ul style="list-style-type: none"> - Deliverable was completed after the Due Date, - Deliverable is not completed and the Due Date has passed, or - Grantee anticipates the Deliverable will not be completed by a future Due Date. <p>If the grantee is on pace to complete a Deliverable that comes due after the reporting period, the grantee should, at a minimum, enter "On schedule" in Section 17.</p>
18	<i>Performance Measures</i>	Enter all Performance Measures required in Exhibit E of under the <u>current, approved</u> UGA. Enter one Performance Measure per row.
19	<i>Performance Standard/Frequency</i>	<p>Based on the <u>current, approved</u> UGA, enter the Performance Standard (or target) for the corresponding Performance Measure and the reporting frequency (annual/quarterly/monthly/etc.) based on Exhibit F of the Grant Agreement.</p> <ul style="list-style-type: none"> - Examples of Performance Standards/Frequency could include: <ul style="list-style-type: none"> o 1,000 Persons Trained/quarter o \$250,000 capital leveraged/year o 500 Patients Rehabilitated/month <p>If the Performance Standard fluctuates over time per the UGA, the Standard listed should apply to the specific report period.</p>
20	<i>Results/Accomplishments in Reporting Period</i>	Based on the <u>current, approved</u> UGA, enter the actual results for the corresponding Performance Measure for the specific report period.
21	<i>Required (R) or Inform Only (IO)</i>	<p>Based on the <u>current, approved</u> UGA, indicate whether the performance standard in Section 19 is a grant "requirement."</p> <ul style="list-style-type: none"> - Enter "R" if meeting or exceeding the Performance Standard is necessary to satisfy grant terms. Failure to meet the Standard may indicate that the grantee is not in compliance. - Enter "IO" if the data is collected for programmatic or assessment purposes. Failure to meet an "IO" Performance Standard may not imply that the grantee is out of compliance.
22	<i>Performance Explanation - Award to Date</i>	<p>Mark the appropriate check box based on whether or not ALL performance accomplishments are on schedule with performance standards.</p> <p>Section 22 is not limited to the reporting period. Responses are <u>award to date</u>.</p> <p>If any performance measure results / accomplishments (Section 20) are below the required standards (Section 19), an explanation must be provided to inform the awarding agency about the deviation. Consider internal and external factors that impact performance. Attach a supporting narrative if additional space is needed.</p> <p>Grantees are <i>encouraged</i> to highlight factors that enable grant performance to exceed performance standards.</p>



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

Section	Data Element	Section Instructions for PPR
All grantees must complete Section 23.		
23	Performance Accomplishment Correlated to Reported Expenses	<p>Federal Uniform Guidance requires periodic reporting to correlate performance and expenses within a report period. Correlation reporting focuses on the degree to which expended resources are effectively achieving anticipated outcomes.</p> <p>Determine if grant performance (service / outcomes) is on schedule with the anticipated timing of incurred grant expenditures / earnings per the terms of the UGA. Mark the appropriate box. Per the UGA, the award may have services / outcomes that occur at a different time than the expense. The award may be on schedule because it is expected that expenses and services / outcomes occur at different intervals.</p> <p>Grantees must provide an explanation if grant performance to-date does not correlate to the timing of incurred expenses / earnings per UGA terms. Attach a supporting narrative if additional space is needed.</p> <p>Grantees are <i>encouraged</i> to inform the awarding agency if internal or external factors are causing a better than anticipated correlation.</p>
Grantee Certification / State Agency Acceptance		
Grantee Certification		
Federal Uniform Guidance (2 CFR 200.415) requires an authorized grantee representative certify the accuracy of the information provided in the PPR.		
24	Name and Title of Authorized Individual from Grantee Organization	Enter the name and title of the grantee representative certifying the PPR. This individual must be authorized to represent the grantee in this capacity.
25	Phone Number	Enter the phone number of the grantee representative certifying the PPR.
26	Email Address	Enter the email address of the grantee representative certifying the PPR.
27	Name and Title of State Agency PPR Approver	Enter the name and title of the state agency representative authorized to approve the PPR.
28	Date Received	Enter the date the state agency representative received the PPR.
29	Date Approved	Enter the date the state agency representative approves the PPR.



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

Report Transmittal

1 Grantee Name (per UGA):		2 Grant Number:		3 Grantee DUNS:	
		4 CSFA Number: 422-11-1077		5 Grantee FEIN:	
6 Program Name (per UGA):		7 CFDA Number(s):			
8 State Agency (Grantor):					
9. Agreement Period:			10. Report Period End Date:		
Start Date (Month/Day/Year):		End Date (Month/Day/Year):		(Month/Day/Year):	
11. Final Report?		12. Report Frequency:			13 Prepared Date:
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Other (specify):			
Responses to Sections 14 - 23 may be provided in a separate format. All grantees must complete Section 23.					
<input type="checkbox"/> Alternative file or database used.					
File Name or Database Source:					
14. Deliverable (if applicable): (Separate line for each based on UGA)	15. Due Date (based on UGA)	16. Date Completed	17. Deliverable Explanation:	Add - Delete	
Archaeological survey submitted (Include only if required by CERP form. If not required, enter N/A in 17 Deliverable Explanation)				ADD DEL	
Wetland development plans submitted (Include only if required by CERP form)				ADD DEL	
Anticipated Bid Advertisement Date set (Include date in 17. Deliverable Explanation)				ADD DEL	



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

14. Deliverable (If applicable): (Separate line for each based on UGA)	15. Due Date (based on UGA)	16. Date Completed	17. Deliverable Explanation:	Add - Delete	
Construction permitting in progress (Describe what permits are still needed and their status in 17. Deliverable Explanation)					
All necessary construction permits secured					
Form FA DOC-1 submitted to DNR (Required if Force Account Labor is being used)					
Draft Bid Documents completed and include compliance requirement that contractors pay State Prevailing Wage (Prevailing Wage Act 820 ILCS 130/0 01-12)					
Project put out to bid					
Project bids received, contractor selection in progress (Include anticipated construction start and end dates in 17. Deliverable Explanation)					
Project under construction (Include percent complete in 17. Deliverable Explanation)					
Project construction complete (Include anticipated final billing submittal date in 17. Deliverable Explanation)			Final Billing Submittal Date:		
18. Performance Measures: (Separate line for each based on UGA Exhibit E)	19. Performance Standard- Frequency (Based on UGA Exhibit F)	20. Results - Accomplishments in Reporting Period		21. Required (R) or Inform Only (IO)	Add - Delete
Miles of trail completed	Final Report only			IO	ADD DEL
Estimated number of trail users impacted by project annually	Final Report only			IO	ADD DEL



STATE OF ILLINOIS
PERIODIC PERFORMANCE REPORT

22. Performance Explanation - Award to Date:		Add - Delete
<input type="checkbox"/> All performance accomplishments are on schedule with performance standards.		
<input type="checkbox"/> Not all performance accomplishments are on schedule with performance standards. Explanation(s) required below: (Separate lines as appropriate)		
23. Performance Accomplishments Correlated to Reported Expenses:		Add - Delete
<input type="checkbox"/> Performance is consistent with grant-to-date expected services and expenditures/earnings.		
<input type="checkbox"/> Performance is not consistent with grant-to-date expected services and expenditures/earnings. Explanation(s) required below: (Separate lines as appropriate)		

GRANTEE CERTIFICATION (2 CFR 200.415)

By signing [authorizing] this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the [related] expenditures, disbursements, cash receipts and reported performance are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3612).

24 Name and Title of Authorized Individual from Grantee Organization:	25. Phone Number
	26 Email Address:

STATE AGENCY USE ONLY

27 Name and Title of State Agency PPR Approver:	28 Date Received:	29 Date Approved:
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Illinois Bicycle Path Grant Program

BP/DOC-1

General Project Information (Please Type or Print in Ink)

1. Project Title: Algonquin Scorched Earth Bicycle Path

2. Applicant (Sponsor) Legal Name: Village of Algonquin

Applicant Executive Officer

Name: John Schmitt
Title: President
Address: 2200 Hamish Drive
City, State, Zip: Algonquin, IL 60102
Phone #: 847-658-2700
Email Address: johnschmitt@algonquin.org

Applicant Contact Person

Name: Robert Mitchard
Title: Public Works Director
Address: 110 Mayer Drive
City, State, Zip: Algonquin, IL 60102
Phone #: 847-658-2700
Email Address: bobmitchard@algonquin.org

3. Trail Project Type: ☒ BIKE PATH

Other permitted, secondary trail uses:

☐ Mountain Bikes
☐ Equestrian
☐ Other: _____

☒ Hiking
☐ Snowmobile

☐ Cross-country Skiing

4. Project Type: ☐ Acquisition ☒ Development (includes trail signage) ☐ Rehabilitation / Restoration
☐ Development with land donation ☐ Equipment

5. Intended Use ☒ Nonmotorized Use ☐ Combination of Motor-Nonmotorized

6. Concise Description of the Proposed Project: (USE ALLOCATED SPACE ONLY, DO NOT ATTACH ADDITIONAL SHEETS)
(Be sure to indicate proposed project trail length, width & surface material)

This project involves constructing a multi-use path for recreational purposes which connects Armstrong Street to an existing trail, Prairie Trail in the Village of Algonquin. The Prairie Trail is a regional trail and Armstrong Street is the spine of an industrial complex owned and maintained by the Village of Algonquin. This new connection will provide safe bicycle access between residential and commercial areas via Armstrong Street to the Prairie Trail. Currently, there are no other alternatives to connect safely to Prairie Trail without negotiating a steep slope and a heavily looped area or travelling along Algonquin Road which does not have bicycle accommodations. The multi-use path is approximately 750' long and will be designed in accordance with AASHTO guidelines. It will be a 10' wide path with 4:1 or flatter side slopes, and the surface material will consist of hot-mix asphalt.

Illinois Bicycle Path Grant Program

General Project Information (Please Type or Print in Ink)

BP/DOC-1

Continued page 2

7. Project Costs:	Land Acquisition Costs: (complete & attach Form OHV/DOC-2) (include relocation costs & appraisal fees, as applicable)	\$
	Development / Equipment Costs: (complete & attach Form OHV/DOC-3) (New Construction and Rehab)	\$ 296,628.75
	Restoration Costs: (complete & attach Form OHV/DOC-3)	\$
TOTAL PROJECT COSTS:		\$ 296,628.75
GRANT FUNDS REQUESTED:		^{145,500.00} \$ 148,314.37

8. Project Location: McHenry Algonquin
(County / Counties) (Township / Townships)

9. For Project Site: IL Legislative (Senate) District: 26 IL Representative District: 52
US Congressional District: 6

10. Miles of Trails Constructed / Improved with this Project: 0.14

11. Miles of Trail Directly Linked with Proposed Project: 50

12. Population Within Sponsor's Jurisdiction (Local Government Applicants Only): 31,017

13. Source(s) of Initial Project Funding & Match Funding: Note: Illinois Recreational Trails Grant Programs operate on a reimbursement basis. Project sponsor must initially finance 100% of the project costs after DNR grant approval.

<input checked="" type="checkbox"/> General Funds	<input type="checkbox"/> Non-Referendum Bonds	<input type="checkbox"/> Referendum Bonds
<input type="checkbox"/> Donations (specify):		
<input type="checkbox"/> Other Federal or State Funds (specify):		
<input type="checkbox"/> Other (specify):		

14. List any other prior state or federal funds involved in the proposed project facility or site. (list applicable project numbers and status):

Not applicable

Illinois Bicycle Path Grant Program

General Project Information (Please Type or Print in Ink)

BP/DOC-1

Continued page 3

15. **Project Termini:** Please describe the locations of all termini for the trail project for which you are seeking grant assistance. (For example: *The Trail project's two proposed termini are Fifth & Main Streets and the County Park parking lot*)

The project's two termini will be the regional Prairie Trail and the end of Armstrong Street near the Scorched Earth Brewing Company.

16. Does this project link to, or is it an integral part of any other trail(s)? (Check One)

☒ Yes
☐ No

If yes, provide the names of trails and explain relationship. Please reflect this information on maps in form # 3 of this application.

This project will link residential and commercial areas via Armstrong Street to the existing Prairie Trail.

17. Provide excerpt(s) / reference(s) from local, regional or State Trail/Recreation Plan that justifies or identifies the proposed project as a priority.

The accepted Algonquin Bike Plan is attached which shows the subject path.

18. Complete Form RT/DOC-4, Narrative Statement to provide a brief/concise description of the proposed project.

19. **Local Government Applicants:** If this project will initially establish a trail within a linear corridor, a public hearing must be held to discuss the project and solicit public comments. If your project meets this criteria, provide the following:

Date the hearing was advertised in a local newspaper: _____

Date of the public hearing: _____

Were negative comments received:

☐

Yes

☐

No

NOTE: Minutes of the public hearing must be submitted to IDNR at time of application.

Illinois Bicycle Path Grant Program

(Please Type or Print in Ink)

BP/DOC-3

Development/Equipment Purchase Data

Applicant (Sponsor) Legal Name: Village of Algonquin

Project Title: Algonquin Scorched Earth Bicycle Path

1. (Proposed Development Costs)

Development / Equipment purchase items	Quantity	Construction Method	
		Cost Estimate	(see below)
Tree removal (acres)	1.5	22,500	C
Tree Pruning and Protection	1	8,700	C
Excavation, Removal, and Disposal	1	67,500	C
Aggregate Subgrade Improvement (square yard)	50	1,500	C
Geotechnical Fabric for Ground Stabilization (square yard)	150	1,500	C
Topsoli, Seeding, and Erosion Protection	1	39,900	C
Aggregate Base Course and Bituminous Materials	1	22,950	C
Hot Mix Asphalt Surface Course, Mix "D", N50 (ton)	200	24,000	C
Sign Panel, Assembly, and Metal Post (each)	4	2,400	C
Thermoplastic Pavement Marking - Line 4" (foot)	800	3,200	C
Bollards	1	500	C
Stabilized Construction Entrance and Split Rail Fence	1	25,200	C
Construction Layout and Mobilization	1	25,000	C
Traffic Control and Protection	1	7,500	C
Permitting	1	6,311.25	C
A/E Design Fees \leq 15.25% of Construction Costs	1	37,667.50	C
(10.25% initial analysis & design; 5% const. supervision & close-out)			

TOTAL COST \$ 296,628.75

C - Bid Contract
FA - Force Account
Labor

NOTE: The value of donated materials and labor are not eligible for reimbursement. They are eligible to be used as matching funds (labor for governmental units only).

DM - Donated Material
DL - Donated Labor
O - Other

NOTE: Contingency Costs are NOT Allowable - do not include in the budget.

2. Provide a quarterly expenditure schedule for the grant funds to the best of your knowledge or ability. Use quarterly time increments. Example: Year 1, Quarter 1 = \$10K (engineering fees). The project sponsor is not bound to this schedule and revisions can be made during the course of the project as necessary.
3. As applicable, attach a copy of the deed(s) showing proof of ownership or a copy of the lease agreement. (If the deed is less than Warranty such as Trustees or Quit Claim Deed, Title Insurance is REQUIRED.)

Illinois Bicycle Path Grant Program

(Please Type or Print in Ink)

BP/DOC-4

Project Narrative Statement

Applicant (Sponsor) Legal Name: Village of Algonquin

Project Title: Algonquin Scorched Earth Bicycle Path

Instructions:

Describe, at a minimum, the overall concept of the project, project site, current BIKE PATH trail system including layout and size, and new trail system. Include the project funding, agencies involved, approach to implementation, project location, trail mileage to be provided through the project, need for the project, anticipated benefits and the proposed schedule of operation (daily and/or seasonal hours of operation) for the project facility. Be thorough and explicit, this narrative should completely describe the project and expected outcome. If application is for equipment, describe anticipated usage in this park.

The Algonquin Scorched Earth Bicycle Trail project is designed to fill a gap between the bike trail system and a highly frequented commercial and industrial area. Due to this gap, there is no safe alternative for bicyclists or pedestrians to easily access the regional trail system. The project will consist of constructing a multi-use trail from the existing Prairie Trail to Armstrong Street (please see attached map). The Prairie Trail is a regional trail owned and maintained by the McHenry County Conservation District. This portion of the Trail is 26.6 miles long, runs from Algonquin to the Wisconsin State Line and is paved in the portion that is near the project site. Armstrong Street is the spine of a business complex owned and maintained by the Village of Algonquin and adjacent to an industrial area.

Currently, there is no bicycle or pedestrian facility that allows for safe travel between the business areas and Prairie Trail and a nearby residential area, and the purpose of this project is to provide that needed safe connection. Prairie Trail crosses near this location as an overpass on Algonquin Road and along residential areas to the north. However, because there is no connection from the trail to the business areas along Armstrong Street and Algonquin Road, recreational users and residents cannot easily access the trail system. Pedestrians or bicyclists can only travel between Prairie Trail and the area by going off of the path and negotiating a steep slope and a heavily looped area or by traversing local roads and Algonquin Road, which has an AADT count of 35,300 and has no sidewalk or other suitable bicycle and pedestrian facility. This connection will be utilized by recreational users, from the nearby residential area and elsewhere, traveling to and from destinations along the trail including the Scorched Earth Brewing Company, an important local attraction at Armstrong Street. The multi-use trail will be approximately 750 feet long and designed in accordance with AASHTO guidelines. It will be a 10' wide trail with 4:1 or flatter side slopes, and the surface material will consist of hot-mix asphalt.

The Village has a long term non-revocable easement for the property on which this project will be constructed. If the grant is awarded in fall of 2019, the project will go through final design in early 2020 and let for construction in January 2021. The Village would utilize local Street Improvement funds to complete the full project and request reimbursement for 50 percent of the project costs.

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Agency Completed Section

1. Type of Submission: Pre-application ☐ Application ☒ Change/Corrected Application ☐
2. Type of Application: New ☒ Continuation (i.e. multiple year grant) ☐ Revision (modification to initial application) ☐
3. Completed by State Agency upon Receipt of Application

Date Received by State: _____ Time Received by State: _____

4. Name of the Awarding State Agency: Illinois Department of Natural Resources

5. Catalog of State Financial Assistance (CSFA) Number: 422-11-1077

6. CSFA Title: Illinois Bicycle Path Grant Program

Catalog of Federal Domestic Assistance (CFDA)

☒ Not Applicable

7. CFDA Number: _____

8. CFDA Title: _____

9. CFDA Number: _____

10. CFDA Title: _____

Funding Opportunity Information

11. Funding Opportunity Number: 2019BIKE

12. Funding Opportunity Title: 2019 Illinois Bicycle Path Grant Program

13. Funding Opportunity Program Field: _____

Funding Opportunity Information

☒ Not Applicable

14. Competition Identification Number: _____

15. Competition Identification Title: _____

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Applicant Completed Section

Applicant Information

16. Legal Name (Name used for Data Universal Number System (DUNS) registration and grantee pre-qualification):

Village of Algonquin

17. Common Name (Doing Business As-DBA): _____

18. Employer/Taxpayer Identification Number (EIN, TIN): 36-8005766

data # 631541

19. Organizational Data Universal Number System (DUNS) Number: 070161971

20. Federal System for Award Management Commercial And Government Entity Code (SAM Cage Code): 6NJR2

21. Business Address:

Street: 2200 Hamish Drive

City: Algonquin

State: IL

County: McHenry

Zip+4: 60102

Applicant's Organization Unit

22. Department Name: _____

23. Division Name: _____

Applicant's Name and Contact Information for Person to be Contacted for Program Matters involving this Application

24. First Name: Robert

25. Last Name: Mitchard

26. Suffix: _____

27. Title: Public Works Director

28. Organizational Affiliation: Village of Algonquin

29. Telephone Number: 847-658-2700

30. Fax Number: _____

31. E-mail Address: bobmitchard@algonquin.org

Applicant's Name and Contact Information for Person to be Contacted for Business/Administrative Office Matters involving this Application

32. First Name: Tim

33. Last Name: Schloneger

34. Suffix: _____

35. Title: Village Manager

36. Organizational Affiliation: Village of Algonquin

37. Telephone Number: 847-658-2700

38. Fax Number: _____

39. E-mail Address: timschloneger@algonquin.org

Areas Affected

40. Areas Affected by the Project (cities, counties, state-wide):

Village of Algonquin

41. Legislative and Congressional Districts of Applicant:

State Rep: 52,66; State Senator: 26, 33; Congressional: 6, 14

42. Legislative and Congressional Districts of Program/Project:

State Rep: 52,66; State Senator: 26, 33; Congressional: 6, 14

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Applicant's Project

43. Description Title of Applicant's Project (Text only for the Title of the Applicant's Project):

Algonquin Scorched Earth Bicycle Path

44. Proposed Project Term:

Start Date: 10/1/2019

End Date: 9/30/2021

45. Estimated Funding (include all that apply):

☒ Amount Requested from the State:

149,300.00 ~~\$148,314.36~~

☒ Applicant Contribution (e.g., in kind, matching):

\$148,314.36

☐ Local Contribution:

☐ Other Source of Contribution:

☐ Program Income:

Applicant Certification:

By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 218, Section 1001)

(*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity.

☒ I Agree

Authorized Representative

46. First Name: Tim 47. Last Name: Schloneger 48. Suffix: _____

49. Title: Village Manager

50. Telephone Number: 847-658-2700 51. Fax Number: 847-658-4564

52. E-mail Address: tim.schloneger@algonquin.org

53. Signature of Authorized Representative: 

3-12-19
Date Signed - Authorized Representative:



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

State Agency: Department of Natural Resources

Organization Name: Village of Algonquin

Notice of Funding
Opportunity (NOFO) Number: 2019BIKE

Data Universal Number System (DUNS) Number (enter numbers only): 070161971

Catalog of State Financial Assistance (CSFA) Number: 422-11-1077

CSFA Short Description: Illinois Bicycle Path Grant Program

Section A: State of Illinois Funds

Fiscal Year: 02/01/2019

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	148,314.37
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.316 & 200.92	\$	
7. Consultant (Professional Service)	200.459	\$	
8. Construction		\$	148,314.37
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)			
16. Total Direct Costs (add lines 1-15)	200.413	\$	148,314.37
17. Total Indirect Costs	200.414	\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17)		\$	148,314.37
MUST EQUAL REVENUE TOTALS ABOVE			

Instructions
found at end of
document.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Algonquin

NOFO Number: 2019BIKE

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

- ☐ 1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

- ☐ 2a. Our Organization currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)

- ☐ 2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The Initial ICRP will be sent to the State of Illinois Indirect Cost unit. Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)

- ☐ 3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(i) and 200.68.] [Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]

- ☐ 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
☐ complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

- ☐ 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: _____ To: _____ Approving Federal or State Agency: _____

Indirect Cost Rate: _____ % The Distribution Base is: _____



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Algonquin

NOFO Number: 2019BIKE

Section B: Non-State of Illinois Funds

Fiscal Year: 02/01/2019

REVENUES		Total Revenue
Grantee Match Requirement %:	(Agency to Populate)	
b) Cash		\$ 148,314.38
c) Non-Cash		\$
d) Other Funding and Contributions		\$
Total Non-State Funds (lined b through d)		\$ 148,314.38

Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salaries and Wages)	200.430	\$
2. Fringe Benefits	200.431	\$
3. Travel	200.474	\$
4. Equipment	200.439	\$
5. Supplies	200.94	\$
6. Contractual Services and Subawards	200.318 & 200.92	\$
7. Consultant (Professional Services)	200.459	\$ 37,867.50
8. Construction		\$ 110,448.88
9. Occupancy (Rent and Utilities)	200.465	\$
10. Research and Development (R&D)	200.87	\$
11. Telecommunications		\$
12. Training and Education	200.472	\$
13. Direct Administrative Costs	200.413 (c)	\$
14. Miscellaneous Costs		\$
15. A. Grant Exclusive Line Item(s)		\$
15. B. Grant Exclusive Line Item(s)		\$
16. Total Direct Costs (add lines 1-15)	200.413	\$ 148,314.38
17. Total Indirect Costs	200.414	\$
Rate %:		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$ 148,314.38



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Algonquin

NOFO Number: 2019BIKE

Data Universal Number System (DUNS) Number (enter numbers only): 070161971

Fiscal Year: 02/01/2019

Catalog of State Financial Assistance (CSFA) Number: 422-11-1077

CSFA Short Description: Illinois Bicycle Path Grant Program

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Village of Algonquin

Institution/Organization Name:

Village of Algonquin

Institution/Organization Name:

Village Manager

Title (Chief Financial Officer or equivalent):

Village President

Title (Executive Director or equivalent):

Tim Schlenger

Printed Name (Chief Financial Officer or equivalent):

John Schmitt

Printed Name (Executive Director or equivalent):

[Signature]

Signature (Chief Financial Officer or equivalent):

[Signature]

Signature (Executive Director or equivalent):

3/12/19

Date of Execution (Chief Financial Officer):

3/12/19

Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Algonquin NOFO Number: 2010BIKE
Data Universal Number System (DUNS) Number (enter numbers only): 070161971 Fiscal Year: 02/01/2019
Catalog of State Financial Assistance (CSFA) Number: 422-11-1077 CSFA Short Description: Illinois Bicycle Path Grant Program

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Village of Algonquin

Institution/Organization Name:

Village Manager

Title (Chief Financial Officer or equivalent):

Tim Schlenger

Printed Name (Chief Financial Officer or equivalent):


Signature (Chief Financial Officer or equivalent):

3/12/19

Date of Execution (Chief Financial Officer):

Village of Algonquin

Institution/Organization Name:

Village President

Title (Executive Director or equivalent):

John Schmitt

Printed Name (Executive Director or equivalent):


Signature (Executive Director or equivalent):

3/12/19

Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:			
Sub-recipient DUNS:		Sub-recipient Parent Company DUNS:	
Sub-recipient Name:			
Sub-recipient DBA Name:			
Sub-recipient Street Address:			
City:	State:	Zip-Code:	Congressional District:
Sub-recipient Principal Place of Performance:			
City:	State:	Zip-Code:	Congressional District:
Contract Number (if known):	Award Amount:	Project Period: From:	Project Period: To:
State of Illinois Awarding Agency and Project Detail Description:			
Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.			
Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?			
Yes <input type="checkbox"/> If Yes, must answer Q2 below. No <input type="checkbox"/> If No, you are not required to provide data.			
Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?			
Yes <input type="checkbox"/> No <input type="checkbox"/> If No, you must provide the data. Please fill out the rest of this form.			
Please provide names and total compensation of the top five officials:			
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

1). Personnel (Salaries and Wages) (2 CFR 200.430)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
				%			Add Delete
State Total							
				%			Add Delete
NON-State Total							
Total Personnel							
Personnel Narrative (State):							
Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")							



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

2). Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
			%		Add Delete
State Total					
			%		Add Delete
Non-State Total					
Total Fringe Benefits					

Fringe Benefits Narrative (State):

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

3). Travel (2 CFR 200.474)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Travel							
Travel Narrative (State):							
Travel Narrative (Non-State): (i.e., "Match" of "Other Funding")							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

4). Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total Equipment				

Equipment Narrative (State):

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

5). Supplies (2 CFR 200.94)

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total Supplies				

Supplies Narrative (State):

Supplies Narrative (Non-State): (I.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows
		Add Delete
State Total		
		Add Delete
Non-State Total		
Total Contractual Services		

Contractual Services Narrative (State):

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.
Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant—
 Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
						<input type="button" value="Add"/> <input type="button" value="Delete"/>
State Total						
TBD	Engineering Services	\$37,867.50		1	\$37,867.50	<input type="button" value="Add"/> <input type="button" value="Delete"/>
NON-State Total					\$37,867.50	
Total Consultant Services (Fees)					\$37,867.50	

Consultant Services Narrative (State):

Consultant Services Narrative (Non-State):

Engineering services fee for design and construction oversight are based on industry standards and are approximately 15% of construction costs.

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							<input type="button" value="Add"/> <input type="button" value="Delete"/>
State Total							
							<input type="button" value="Add"/> <input type="button" value="Delete"/>
NON-State Total							
Total Consultant Expenses							

Consultant Expenses Narrative (State):

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
Scorched Earth Bicycle Path Project	Construction of multi-use path	\$148,314.37	Add/Delete
State Total		\$148,314.37	
Scorched Earth Bicycle Path Project	Construction of multi-use path	\$110,446.88	Add/Delete
Non-State Total		\$110,446.88	
Total Construction		\$258,761.25	

Construction Narrative (State):

Grant funds will be used toward the construction costs for this project representing 50 percent of total project costs.

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")

The Village will cover \$110,446.88 toward the construction costs. The local match for construction and professional services/engineering costs are 50 percent of total project costs.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

9). Occupancy - Rent and Utilities (2 CFR 200.485)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Occupancy - Rent and Utilities						

Occupancy - Rent and Utilities Narrative (State):

Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

10). Research & Development (R&D) (2 CFR 200.87)

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
			Add Delete
	State Total		
			Add Delete
	Non-State Total		
	Total Research and Development		

Research and Development Narrative (State):

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Telecommunications						

Telecommunications Narrative (State):

Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Training and Education						

Training and Education Narrative (State):

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add Delete
State Total							
				%			Add Delete
NON-State Total							
Total Direct Administrative Costs							

Direct Administrative Costs Narrative (State):

Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g., Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Other or Miscellaneous Costs						

Other or Miscellaneous Costs Narrative (State):

Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description:

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Grant Exclusive Line Item						

Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item Delete Grant Exclusive Line Item



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

16). Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
				<input type="checkbox"/> Add <input type="checkbox"/> Delete
State Total				
				<input type="checkbox"/> Add <input type="checkbox"/> Delete
Non-State Total				
Total Indirect Costs				
Indirect Costs Narrative (State):				
Indirect Costs Narrative (Non-State):				



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Budget Narrative Summary—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services			
7. Consultant (Professional Services)		\$37,887.50	\$37,887.50
8. Construction	\$148,314.37	\$110,446.88	\$258,761.25
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT-EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	\$148,314.37		
Non-State Amount		\$148,314.38	
TOTAL PROJECT COSTS			\$296,628.75



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: Village of Algonquin

Notice of Funding
Opportunity (NOFO) Number: 2019BIKE

Data Universal Number System (DUNS) Number (enter numbers only): 070181971

Catalog of State Financial Assistance (CSFA) Number: 422-11-1077

CSFA Short Description: Illinois Bicycle Path Grant Program

Fiscal Year(s): FY'20

Initial Budget Request Amount: \$ 148,300.00

Prior Written Approval for Expense Line Item:

Statutory Limits or Restrictions:

Checklist:

Final Budget Amount Approved:

BIKE PATH
Program Approval Name

Mary D. Weller
Program Approval Signature

Date

Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

Date

Budget Revision Approved:

Program Approval Name

Program Approval Signature

Date

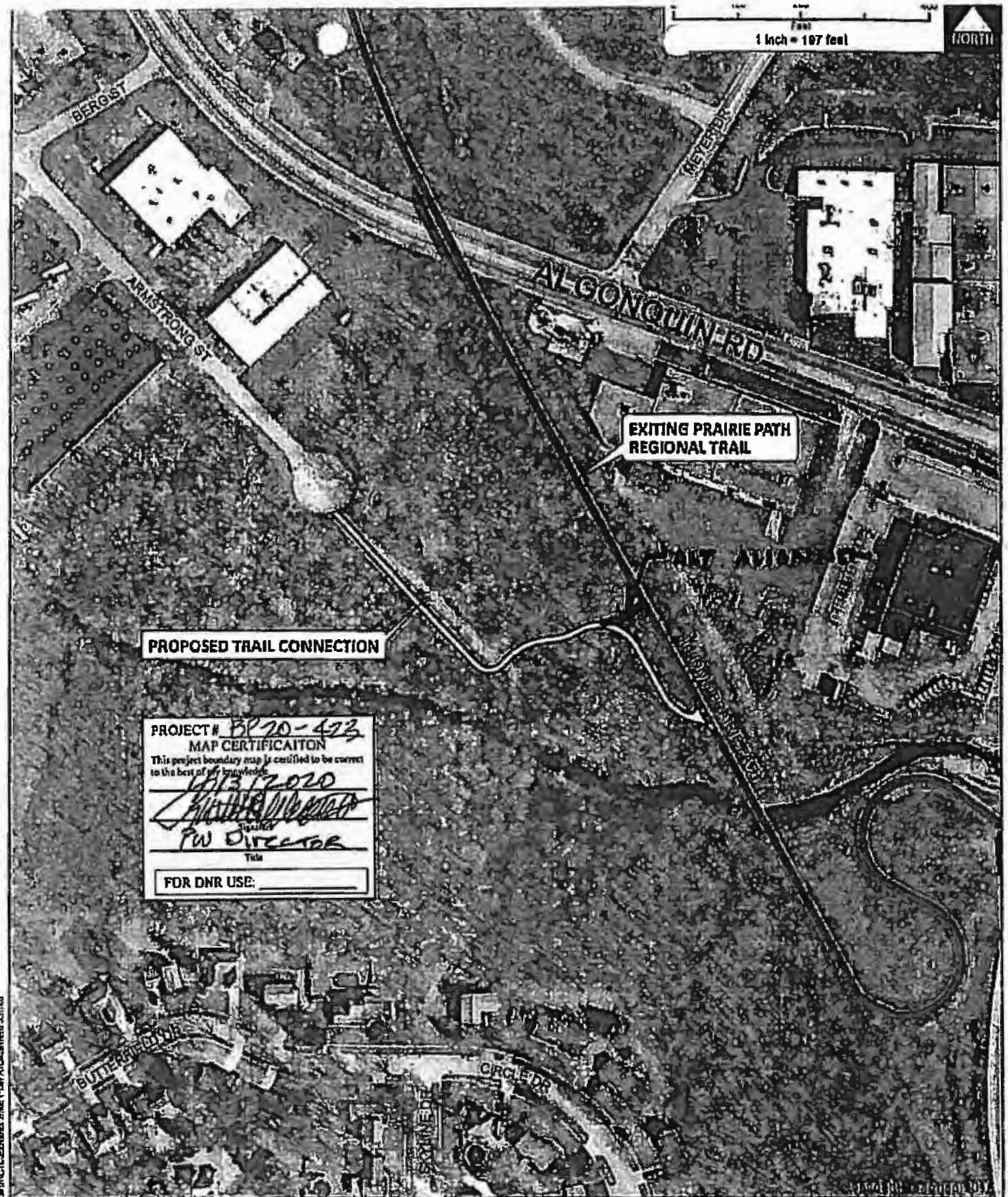
Fiscal & Administrative Approval Signature

Fiscal & Administrative Approval Signature

Date

\$200,308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



CLIENT:



**VILLAGE OF
ALGONQUIN**

TITLE:

**BIKE PLAN MAP
VILLAGE OF ALGONQUIN
SCORCHED EARTH BICYCLE PATH**

PROJ. NO. INGP00P

DATE 03/09/2019

SHEET 1 OF 1

DRAWING NO.

2C



CHRISTOPHER B. BURKE ENGINEERING, LTD.
 8575 W. Higgins Road, Suite 600 • Rosemont, Illinois 60018 • (847) 823-0500

DESIGN		SCALE:	12.339
DRAWN	DRW	AUTHOR:	DNWALTERS
CHECKED		PLOT DATE:	3/8/2019
FILE:	Bike Plan Attachment 3		



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: May 15, 2020

TO: Village Board

FROM: Russell Farnum, AICP, Community Development Director

SUBJECT: *Trails of Woods Creek additional changes*

Responding to the concerns raised at the COTW, Pulte has presented us with an option which has benefits to both the Village and Pulte. They would drop the business zoning on the north parcel and add a short cul-de-sac with an additional 6 homes. This does three things:

1. It addresses the neighbors' concerns about the impacts from a potential commercial user on that property;
2. It moves up the development timeline, as they would build their models on these lots, creating a nice entry and sales area while the grading and lot development occurred further south;
3. It provides certainty, instead of having the unknown of waiting for a future commercial buyer.



This would be on top of the other 5 lots they proposed adding, which are sprinkled throughout the development. These lots became a possibility due to the reconfigured intersection with Nottingham Drive. Pulte had discussed with staff the possibility of adding “a few” more lots through the redesign. The developer had planned to outline the change and their justification as part of their presentation Tuesday night. Unfortunately another Trustee brought it up before the developer made their presentation, and because of that, it looked like Pulte was trying to “pull a fast one”. That was not the case, as they are requesting these additional homes to offset the costs of the Committee requirements to add more masonry to the elevations.

These changes are beneficial to the project and will be beneficial to the Village. They are in line with the goals of the conservation design ordinance: striking a balance that protects the important natural features of the land while allowing flexibility to place homes on the remaining area, at the same density that would be allowed in a traditional design. As presented, this development addresses the Board's policy directives of preserving groundwater, generating economic development and offering new housing options in our community.



Huntley Community School District 158

650 Academic Drive
Algonquin, Illinois 60102
(847) 659-6158 • www.district158.org

5/13/2020

To Whom it May Concern;

Huntley Community School District 158 has been in regular contact with representatives of the Village of Algonquin since December, 2019 when they originally informed us of a zoning application submitted by Pulte homes for a subdivision to be constructed within our school district boundaries. Huntley Community School District 158 officials have reviewed the application as well as the proposed construction drawings provided. As Superintendent of Huntley Community School District 158 I am not opposed to this project.

Respectfully,

A handwritten signature in black ink, appearing to read 'Scott N. Rowe', written over the printed name.

Scott N. Rowe Ed.D.

Superintendent

Huntley Community School District 158

Trails of Woods Creek Elevation Selections



May 7, 2020

Confidential and Proprietary



Abbeyville – Shores



Abbeyville – Shores



Ascend – Shores



Ascend – Shores



Martin Ray – Shores



Martin Ray – Shores



Newberry – Springs



Newberry – Springs



Mercer – Springs



Mercer – Springs



Continental – Springs



Continental – Springs



Hilltop – Estates



Hilltop – Estates



Riverton – Estates



Riverton – Estates



Westchester – Estates



Westchester – Estates



Woodside – Estates



Woodside – Estates



Castleton – Estates



Castleton – Estates





LOCATION MAP

BENCHMARK & CONTROL POINTS

ELEVATION REFERENCE MARK

NGS BENCHMARK IL KANE 2-42-7 (PID AJ2940): STATION IS LOCATED 0.3 MI SOUTH OF HUNTLEY RD, 289 FT SOUTH OF CENTERLINE OF AGGREGATE DRIVEWAY ADDRESS 19N339, 127 FT. NORTH OF CENTERLINE OF AGGREGATE DRIVEWAY ADDRESS 19N241, 209 FT. SOUTHWEST OF POWERPOLE (PP), 105 FT SOUTHWEST OF PP, 63.5 FT. WEST OF PP, AND 2 FT EAST OF ORANGE FIBERGLASS WITNESS POST. NOTE: ACCESS TO DATUM POINT THROUGH 6 INCH LOGO CAP. DATUM POINT IS 0.3 FT BELOW CAP. PK NAILS WERE SET IN WOOD PHYSICAL TIES. (WB)
ELEVATION: 893.27 NAVD88

CONTROL POINTS:

CP #104: SET '+' IN CONCRETE CURB ON WEST SIDE OF FAIRWAY VIEW DRIVE AT THE INTERSECTION OF FAIRWAY VIEW AND NOTTINGHAM DRIVES.

NORTHING: 2006585.59

EASTING: 975942.61

ELEVATION: 888.59 NAVD88

CP #109: SET '+' IN CONCRETE FRAME AROUND TRAFFIC SIGNAL HANDHOLE LOCATED AT THE SOUTHEAST CORNER OF ALGONQUIN AND FRANK ROADS.

NORTHING: 2006585.59

EASTING: 975942.61

ELEVATION: 888.59 NAVD88

SITE DATA

A. TOTAL AREA	138.44 AC.±	100.00%
B. PROPOSED ZONING	R-1E	
C. EXTERNAL R.O.W. (ALGONQUIN ROAD)	0.56 AC.±	0.40 %
D. INTERNAL R.O.W.	18.47 AC.±	13.34 %
E. COMMON OPEN SPACE PARK SITE - 10.23 AC.±	63.86 AC.±	46.13 %
F. NET RESIDENTIAL	5.55 AC.±	40.13 %
G. UNITS		
THE SPRINGS (TYPICAL 56'x125')		101
MIN. FRONT YARD SETBACK		30
MIN. CORNER SIDE YARD SETBACK		25
MIN. SIDE YARD SETBACK		25
MIN. REAR YARD SETBACK		25
THE ESTATES (TYPICAL 75'x130')		48
MIN. FRONT YARD SETBACK		30
MIN. CORNER SIDE YARD SETBACK		25
MIN. SIDE YARD SETBACK		7
MIN. REAR YARD SETBACK		25
THE SHORES (TYPICAL 55'x135')		129
MIN. FRONT YARD SETBACK		30
MIN. CORNER SIDE YARD SETBACK		25
MIN. SIDE YARD SETBACK		7
MIN. REAR YARD SETBACK		20
H. TOTAL PROPOSED UNITS		278
I. POPULATION EQUIVALENT		973
J. DEVELOPMENT YIELD ANALYSIS		
1.) PAR ACREAGE	129.32 AC.	
2.) ALLOWABLE UNITS	312.95 UNITS	
3.) DENSITY BONUS	64.66 UNITS	
4.) MAX. UNITS ALLOWED	377 UNITS	
K. NON-RESIDENTIAL SITE COVERAGE		70%

LEGAL DESCRIPTION

LOT 215 IN TERRACE HILL SUBDIVISION UNIT NO. 7 BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF SECTION 36 AND PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 24, 1997, AS DOCUMENT 97R064030, , AND ALSO LOTS 250, 251, 252, 253 AND 254 IN TERRACE HILL SUBDIVISION UNIT NO. 7, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF SECTION 36 AND PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 24, 1997 AS DOCUMENT 97R064030 AND CERTIFICATE OF CORRECTION RECORDED JANUARY 15, 1998 AS DOCUMENT 98R002718, ALL IN MCENRY COUNTY, ILLINOIS.

AND ALSO INCLUDING THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCENRY COUNTY, ILLINOIS,

EXCEPTING THAT PART OF SAID SOUTHEAST QUARTER, THE FOLLOWING DESCRIBED TRACTS:

THE NORTH 625.63 FEET OF THE EAST 825.00 FEET OF THE WEST 1134.73 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25.

THAT PART TAKEN FOR ROAD OPENINGS, BEING PART OF ALGONQUIN ROAD AND FAIRWAY DRIVE.

LOTS 250, 251, 252, 253 AND 254 IN TERRACE HILL SUBDIVISION UNIT NO. 7, AFORESAID, ALL IN MCENRY COUNTY, ILLINOIS.

(THE ABOVE LEGAL DESCRIPTION IS A CONSOLIDATED SIMPLIFIED LEGAL DESCRIPTION OF ENTIRE PROPERTY ASSEMBLAGE PLATTED HEREON PER THE LEGAL DESCRIPTIONS SET FORTH IN TITLE COMMITMENTS 19NW7139017CL AND 19NW7139016CL, BOTH ISSUED BY CHICAGO TITLE INSURANCE COMPANY.)

PRELIMINARY SUBDIVISION PLAT AND P.U.D. FOR TRAILS OF WOODS CREEK P.O. BOX 7777 ALGONQUIN, IL 60102

PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCENRY COUNTY, ILLINOIS.

PARCEL INDEX NUMBERS

18-36-205-002
18-25-400-003
18-25-400-023
18-25-400-026
18-25-400-029
18-25-400-030
18-25-426-001
18-25-426-002
18-25-426-003
18-25-426-004
18-25-426-005

ALGONQUIN, ILLINOIS

ABBREVIATIONS

N. - NORTH
S. - SOUTH
E. - EAST
W. - WEST
NW. - NORTHWEST
DOC. - DOCUMENT
REC. - RECORD
L. - ARC LENGTH
R. - RADIUS
R.O.W. - RIGHT OF WAY
Ac. - ACRE
S.F. - SQUARE FEET
B.S.L. - BUILDING SETBACK LINE
DU/AC - DWELLING UNITS PER ACRE
B/C - BACK OF CURB
B-B - BACK TO BACK
SWMF - STORMWATER MANAGEMENT FACILITY
H.O.A. - HOME OWNERS ASSOCIATION
O.S. - OPEN SPACE
P.U.D. - PLANNED UNIT DEVELOPMENT
V.U.E. - VILLAGE UTILITY EASEMENT
P.U.E. - PUBLIC UTILITY EASEMENT

SHEET 1 OF 3



200 100 0 200
SCALE: 1 INCH = 200 FEET

NOTES

- ADDITIONAL V.U.E. & P.U.E. EASEMENTS MAY BE REQUIRED ON FINAL PLATS BASED ON UTILITY SIZE AND LOCATIONS FROM FINAL ENGINEERING.
- DIMENSIONS SHOWN ALONG CURVED LINES ARE ARC DISTANCES.
- ALL RIGHT-OF-WAYS ARE TO BE PUBLIC DEDICATIONS.
- ALL STREETS, UTILITY PIPES AND MAINS SHALL BE PUBLICLY OWNED AND MAINTAINED.
- ALL EASEMENTS DEPICTED ON THIS PLAT WILL BE GRANTED ON THE FINAL SUBDIVISION PLATS (UNLESS OTHERWISE NOTED).
- STORMWATER MANAGEMENT EASEMENTS WILL BE GRANTED ON THE FINAL SUBDIVISION PLATS (UNLESS OTHERWISE NOTED).
- STORMWATER STORAGE VOLUMES TO BE PROVIDED AND THE DESIGN OF STORMWATER MANAGEMENT FACILITIES SHALL BE IN ACCORDANCE WITH THE VILLAGE OF ALGONQUIN AND KANE COUNTY REQUIREMENTS.
- EASEMENTS TO BE PROVIDED PER VILLAGE AND UTILITY COMPANY REQUIREMENTS.
- FOR PROPOSED CONTOURS, GRADES, UTILITIES, STREETS AND SIDEWALKS REFER TO THE PRELIMINARY ENGINEERING DRAWINGS FOR THIS DEVELOPMENT.
- ALL REQUIRED CERTIFICATES AND STATEMENTS WILL BE PROVIDED ON FINAL PLAT.
- ALL R.O.W. DEPICTED ON THIS PLAT WILL BE GRANTED ON THE FINAL SUBDIVISION PLATS (UNLESS OTHERWISE NOTED).
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF SUBJECT PROPERTY BEING N 00°10'37" W (ASSUMED).
- OUTLOTS G, H AND I TO BE DEDICATED TO VILLAGE. ALL OTHER OUTLOTS, INCLUDING MEDIANS, TO BE OWNED AND MAINTAINED BY THE H.O.A.

LINE LEGEND

- SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
- LOT LINE/PROPERTY LINE (Solid Line)
- BUILDING LINE (Long Dashed Lines)
- EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Lines)
- CENTERLINE (Single Dashed Lines)
- QUARTER SECTION LINE (Double Dashed Lines)
- SECTION LINE (Triple Dashed Lines)

PREPARED FOR:

PULTE HOME COMPANY, LLC
1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, IL 60173
(847) 230-5400

PREPARED BY:

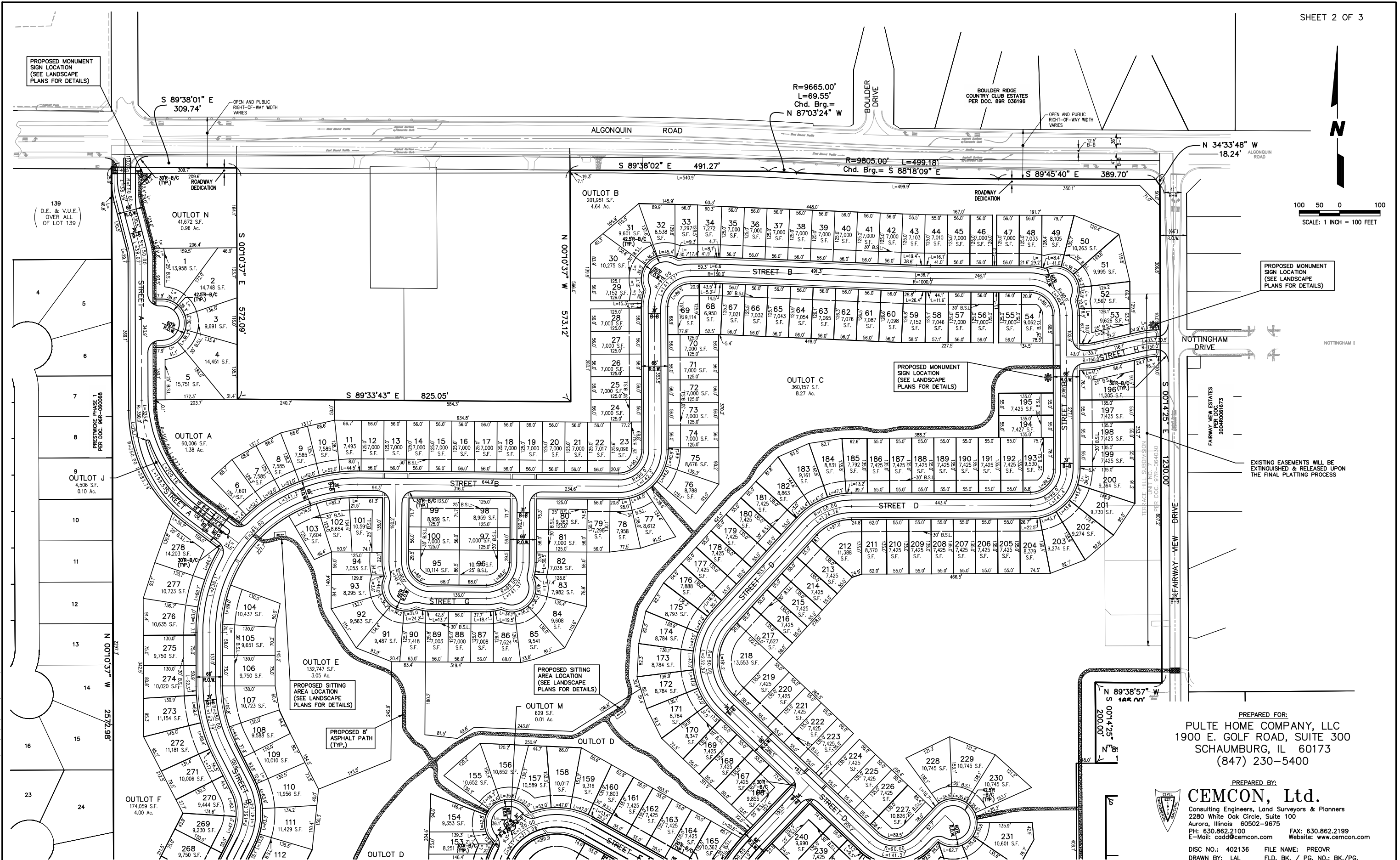
CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 402136 FILE NAME: PREOVR
DRAWN BY: LAL FLD. BK. / PG. NO.: BK./PG.
COMPLETION DATE: 12-05-19 JOB NO.: 402.136
XREF - TOPO PROJECT MANAGER: CRM
REVISED: 02-13-20/LAL
REVISED PER VILLAGE REVIEW MEMO DATED 3/5/20: 05-01-20/LAL
REVISED PER 5/12/20 COW MEETING: 05-15-20/LAL

PRELAT01
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LOT DIMENSIONS & AREAS ARE
APPROXIMATIONS & WILL VARY
AT TIME OF FINAL PLATTING.



139
D.E. & V.U.E.
OVER ALL OF LOT 139

PRESTWICK PHASE 1
PER DOC. 98R-060068

OUTLOT J
4,506 S.F.
0.10 Ac.

OUTLOT F
174,059 S.F.
4.00 Ac.

OUTLOT D
174,059 S.F.
4.00 Ac.

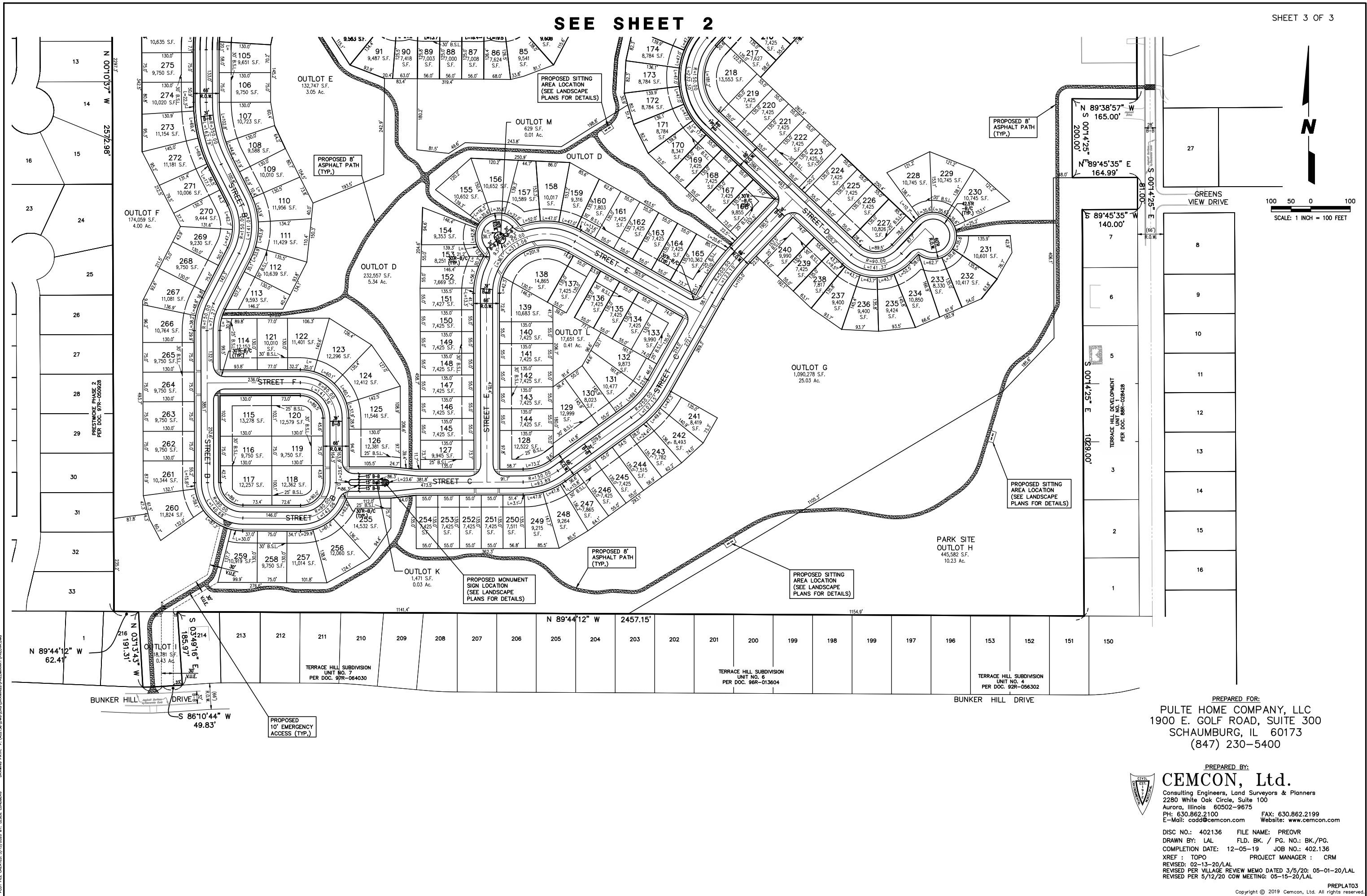
OUTLOT E
132,747 S.F.
3.05 Ac.

SEE SHEET 3

PREPARED FOR:
PULTE HOME COMPANY, LLC
1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, IL 60173
(847) 230-5400

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9875
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

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XREF: TOPO PROJECT MANAGER: CRM
REVISED: 02-13-20/LAL
REVISED PER VILLAGE REVIEW MEMO DATED 3/5/20: 05-01-20/LAL
REVISED PER 5/12/20 COW MEETING: 05-15-20/LAL



ORDINANCE NO. 2020 - O - ____

An Ordinance Approving a Preliminary PUD Plan, Preliminary Plat, and Authorizing Execution of a Development Agreement for the Trails of Woods Creek PUD, a redevelopment of the Terrace Hills Golf Course

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, Pulte Home Company LLC, on behalf of the property owner, has submitted petitions for PUD and preliminary subdivision approvals, for certain property located on Algonquin Road and legally described as follows ("Subject Property"):

LOT 215 IN TERRACE HILL SUBDIVISION UNIT NO. 7 BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF SECTION 36 AND PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED DECEMBER 24, 1997, AS DOCUMENT NUMBER 97R064030, IN MCHENRY COUNTY, ILLINOIS.

AND:

THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCHENRY COUNTY, ILLINOIS EXCEPTING THEREFROM: THE NORTH 625.63 FEET OF THE EAST 825.00 FEET OF THE WEST 1134.73 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25 AND ALSO EXCEPTING THEREFROM: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 33.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 347.79 FEET: THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 140.0 FEET: THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 870.00 FEET: THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 140.00 FEET: THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 100.00 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE WESTERLY ALONG SAID SOUTH LINE A DISTANCE OF 165.00 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 200.00 FEET: THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 165.00 FEET: THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 87.57 FEET: THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 140.01 FEET: THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1029.00 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER: THENCE EASTERLY ALONG SAID

SOUTH LINE A DISTANCE OF 173.01 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTHERLY ALONG SAID EAST LINE A DISTANCE OF 2635.58 FEET TO THE PLACE OF BEGINNING, MCHENRY COUNTY, ILLINOIS. AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 25, THENCE SOUTH 00 DEGREES 19 MINUTES 08 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 21.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ALGONQUIN ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 37 MINUTES 52 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 309.16 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 08 SECONDS EAST, A DISTANCE OF 32.03 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 52 SECONDS WEST ALONG A LINE 32.03 FEET SOUTH OF AND PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 309.16 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 25; THENCE NORTH 00 DEGREES 19 MINUTES 08 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 32.03 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 25, THENCE SOUTH 00 DEGREES 19 MINUTES 08 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 21.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ALGONQUIN ROAD; THENCE SOUTH 89 DEGREES 37 MINUTES 52 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1134.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 37 MINUTES 52 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 179.02 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 08 SECONDS EAST, A DISTANCE OF 32.03 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 52 SECONDS WEST ALONG A LINE 32.03 FEET SOUTH OF AND PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 179.02 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 08 SECONDS WEST, A DISTANCE OF 32.03 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH 89 DEGREES 33 MINUTES 34 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 32.56 FEET TO THE WESTERLY RIGHT OF WAY LINE OF FAIRWAY VIEW DRIVE EXTENDED NORTHERLY; THENCE SOUTH 00 DEGREES 27 MINUTES 46 SECONDS WEST ALONG SAID NORTHERLY EXTENSION, A DISTANCE OF 18.53 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HUNTLEY ALGONQUIN ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 27 MINUTES 46 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 61.00 FEET; THENCE NORTH 33 DEGREES 17 MINUTES 43 SECONDS WEST, A DISTANCE OF 17.99 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 31 SECONDS EAST, A DISTANCE OF 389.69 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 9805.00 FEET AN ARC DISTANCE OF 499.20 FEET AND A CHORD BEARING OF NORTH 88 DEGREES 18 MINUTES 00 SECONDS WEST TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 9665 FEET AN ARC DISTANCE OF

69.55 FEET AND A CHORD BEARING OF NORTH 87 DEGREES 02 MINUTES 51 SECONDS WEST; THENCE NORTH 89 DEGREES 37 MINUTES 52 SECONDS WEST ALONG A LINE 32.03 FEET SOUTH OF AND PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD, A DISTANCE OF 312.13 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 08 SECONDS WEST, A DISTANCE OF 32.03 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 89 DEGREES 37 MINUTES 52 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1055.79 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 103166.78 FEET AN ARC DISTANCE OF 224.97 FEET AND A CHORD BEARING OF SOUTH 89 DEGREES 39 MINUTES 59 SECONDS EAST TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS

AND:

LOTS 250, 251, 252, 253 AND 254 IN TERRACE HILL SUBDIVISION UNIT NO 7, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF SECTION 36 AND PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 24, 1997 AS DOCUMENT NUMBER 97R064030 AND CERTIFICATE OF CORRECTION RECORDED JANUARY 15, 1998 AS DOCUMENT NUMBER 98R002718, IN MCHENRY COUNTY, ILLINOIS.

AND:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25: THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 33.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 347.79 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 140.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 870.00 FEET: THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 140.00 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTHERLY ALONG SAID EAST LINE TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS. EXCEPTING THEREFROM, LOTS 250, 251, 252, 253 AND 254 IN TERRACE HILL SUBDIVISION UNIT NO. 7 NOTED AT PARCEL 1 ABOVE.

WHEREAS, the Algonquin Planning and Zoning Commission, after due notice in the manner provided by law, held a public hearing on the petition at its regular meeting of January 13, 2020; and

WHEREAS, the Algonquin Planning and Zoning Commission, after deliberation, has made a report and recommended the granting of said Preliminary PUD Plan, and Preliminary Plat for the Subject Property; and

WHEREAS, the President and Board of Trustees have considered the findings of fact, based upon the evidence presented at the public hearing before the Algonquin Planning and Zoning Commission.

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 Preliminary Planned Unit Development and Preliminary Plat for the Trails of Woods Creek are hereby approved subject to the following documents and conditions:

- A. That site construction, utility installation, and grading shall not commence until a Final Plat and Final PUD Plan have been approved by the Planning and Zoning Commission and the Village Board in substantial conformity to the Preliminary PUD Plan and Preliminary Plat, a Site Development Permit has been issued by the Village, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency.
- B. The updated building elevation selections dated May 7, 2020 are the architectural standards that shall apply to the entire residential development. Every home will have at least a 30" high wainscot of full-depth (4") brick or similar stone, real, concrete-based, or cultured stone, or similar masonry material along the entire front elevation. At least 20% of the homes in the Estates will feature at least 40% brick or stone on the front elevation. Front elevations will be supplemented by dormers, decorative porch pillars, decorative garage doors, and a minimum 4" wide window trim on all windows without shutters or masonry surrounds. All homes will feature corbeling, brackets, decorative gable vents, shakes, battens or other brackets to match the architectural style of the exterior home. All vinyl siding shall be an upgraded minimum .042 inches and shall be Alside lifetime warranty or better. Pulte shall provide anti-monotony provisions with the Final Plan and said shall be memorialized in the restrictive covenants and conditions.
- C. The Village will require the provision for a private Owners Association(s) to regulate and maintain the common elements of this development. The developer shall submit, with the Final Plat, a revised set of restrictive covenants and conditions for the entire development to address issues including, but not limited to, easements and access to common areas, common area property maintenance, stormwater detention, restrictions on the rental of dwellings, restrictions on boat and RV parking, anti-monotony provisions, architectural standards for the business-zoned property, and similar restrictions and joint responsibilities between the owners. The covenants shall be subject to review and approval by the Community Development Director prior to recording the Final Plat.
- D. The Preliminary Landscape Plan prepared by Dickson Design Studio dated May 1, 2020; the Preliminary Engineering Plan prepared by Cemcon dated 5/1/20, and the Preliminary Subdivision Plat and PUD prepared by Cemcon dated 5/1/20 shall be revised to incorporate comments from the March 6, 2020 Christopher Burke memorandum and the March 5, 2020 Public Works memorandum, as well as the Community Development Staff Memorandum dated April 9, 2020, January 6, 2020 Fire District review memo, January 3, 2020 Police Department review

memo, and January 8, 2020 McHenry County DOT preliminary review comments. The developer shall dedicate approximately 35 acres of their proposed open space areas – outlots G and H along the south and at the southeast corner of the property – to the Village for maintenance and ownership as naturalized areas. The developer shall have an ecological firm prepare a design and perform the initial installation and establishment of the native areas for a minimum of three years, prior to turning the land over to the Village. The proposed internal bike path shall be a minimum of 10-feet wide with a much stronger base through Outlots G and I, extending to Bunker Hill Drive, so that it may serve as an emergency access into the subdivision for police and fire vehicles.

- E. The Preliminary Signage Plans as prepared by Pulte Group with a latest revision date of February 18, 2020 is approved. All permanent subdivision signs shall be reviewed at the time of Final Plat and PUD Plan, prior to any construction taking place. All other temporary marketing, sales, and model home signage shall follow Village Code requirements with respect to number, location, size and other similar regulations.
- F. The developer shall stub water and sewer lines to the three parcels along Algonquin Road that are not part of this petition and include a landscaping business.
- G. All of the development shall be in accordance with the Development Agreement, attached hereto, the execution of which is hereby authorized by this Ordinance.
- H. A back-up Special Service Area shall be required for the stormwater detention facilities to be retained and maintained by the subdivision's HOA.
- I. All of the public streets will require street lighting in accordance with the Village public street light standards. The developer shall be required to submit lighting plans the time of the Final Plat and PUD Plan review.

SECTION 2: The Village President is authorized to execute, and the Village Clerk attest, the Development Agreement attached hereto as Exhibit 1.

SECTION 3: All requirements in the Algonquin Zoning Ordinance, as would be required of any owner of property zoned in the same manner as the Subject Property, shall be complied with, except as otherwise provided in this Ordinance, or other ordinances approved by the President and Board of Trustees with respect to the Subject Property.

SECTION 4: The findings of fact on the petition for the Subject Property as set forth by the Planning and Zoning Commission and outlined below are hereby accepted and made a part of this Ordinance:

1. The proposed uses are appropriate and desirable in this location, and will be compatible both with the Comprehensive Plan designation and surrounding uses. The subject property has underlying R-1E residential zoning and the proposed development of the existing private open space as single-family homes will complement the character of the neighboring single-family residential subdivisions.

2. A dramatic slowdown in the golf course industry the past two decades, and precipitous decline in business, has necessitated a change in land use for the subject property that will be consistent with the property's underlying single-family zoning designation. Furthermore, the petitioner's proposed development will provide a variety of desirable housing options for the local community.

3. The proposed use of this site will not be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values. Similar to other Planned Unit Developments throughout the Village, the petitioner's development shall both be constructed in accordance with their approved plans and adhere to the conditions of approval regulating architectural design and site layout, in order to be compatible with surrounding development.

4. The proposed uses will comply with all zoning requirements of the Village and the conditions stipulated as part of the approval.

SECTION 5: 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 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:
Village Attorney
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, Illinois 60014

REDEVELOPMENT AGREEMENT
(TRAILS OF WOODS CREEK)

THIS REDEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2020, by and among the VILLAGE OF ALGONQUIN, an Illinois municipal corporation (the “Village”), and PULTE HOME COMPANY, LLC, a Michigan limited liability company (“the Developer”). The Village and Developer are collectively referred to herein as the “Parties.” The property subject to this Agreement consists of approximately 138.44 acres of land, more or less, situated in the Village of Algonquin, McHenry County, Illinois, and is legally described on Exhibit A attached hereto (“Property”).

RECITALS

A. The Village is a home-rule municipality with the authority to regulate the development of real property within the corporate boundaries of the Village.

B. The Developer is the contract purchaser of the Property, and as such, has petitioned the Village for the following (the “Village Approvals”):

1. Approval of a planned unit development (“PUD”) for the Property, with exceptions as depicted on the Preliminary Development Plans;
2. Approval of a preliminary plat of subdivision for the Property, with deviations from the Village’s Subdivision Regulations as depicted on the Preliminary Development Plans; and
3. Approval of the Preliminary Development Plans.

C. The “Preliminary Development Plans” consist of the following documents: (i) Preliminary Site Plan attached hereto as Exhibit B; (ii) Preliminary Plat of Subdivision attached hereto as Exhibit C; (iii) Preliminary Engineering Plan attached hereto as Exhibit D; (iv) Preliminary Stormwater Report incorporated herein by reference; (v) Preliminary Landscape Plan attached hereto as Exhibit E; (vi) Tree Survey and Tree Preservation Plan attached hereto as Exhibit F; (vii) Product Matrix and Building Elevation Renderings attached hereto as Exhibit G; (viii) Signage Plan attached hereto as Exhibit H; and (ix) and the Anti-Monotony provision attached hereto as Exhibit I.

D. The Village and Developer desire to enter into this Agreement, as a condition to the Village Approvals and to set forth the specific terms and conditions by which the redevelopment of the Property will be governed.

E. It is the desire of the Village that the redevelopment of the Property proceed as soon as possible, subject to the ordinances, codes and regulations as amended by the Village and as may be superseded or modified by the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the Parties hereto agree as follows:

ARTICLE I

ZONING

A. Ordinances. Contemporaneously with the approval of this Agreement, the Village shall adopt all necessary ordinances with respect to the redevelopment of the Property, which ordinances shall expressly include: (i) approval of a PUD for the Property with exceptions as depicted on the Preliminary Development Plans; and (ii) approval of the Preliminary Development Plans.

B. Residential Parcel. The Residential Parcel shall be developed in substantial conformance with the Preliminary Development Plans and the terms set forth in this Agreement. The Preliminary Development Plans reflect the intended layout of the subdivision, which layout incorporates conservation design elements by clustering residential dwelling units, maximizing open space, and providing ecological improvements consistent with the Village's Conservation Design Standards as set for in Section 21.11 of the Village Code. The Preliminary Development Plans also depict the public and private improvements that are necessary and appropriate for the development of the subdivision. The Preliminary Development Plans specifically include exceptions or deviations from the Village Code as permitted under Section 21.11 thereof. The Preliminary Development Plans do not reflect final development plan approvals required from the Village and no permits for development of the Property shall issue based on the approval of the Preliminary Development Plans, except as may be expressly set forth in this Agreement.

ARTICLE II

DEVELOPMENT PLANS

A. Preliminary Development Plans. The Preliminary Development Plans approved pursuant to this Agreement, specifically including the Preliminary Plat of Subdivision, shall be valid for the term of this Agreement notwithstanding any provision of the Village Code that may provide otherwise.

B. Final Plat of Subdivision. Developer may seek approval of final plat in two or more phases. Developer may submit a final plan, which shall include final engineering plans, final landscape plans, final stormwater report, final elevations, final signage plan, and final plats of subdivision for portions of the Property at any time during the term of this Agreement ("Final Development Plans"), and the Village shall promptly consider the Final Development Plans so submitted, provided that: (i) such plans and/or plats substantially conform with the Preliminary Development Plans; (ii) otherwise meet all the requirements of the Village ordinances as such may be modified by this Agreement (it being agreed that the Preliminary Development Plans and the provisions of this Agreement shall supersede and take precedence over the general ordinances of the Village); (iii) are platted consistent with any phasing plan as provided herein; (iv) all utilities necessary to serve such phase are in place or are planned to be installed as part of the approved final engineering with respect to such phase; (v) there is no breach of this Agreement or the Village Code by Developer; and (vi) such Final Development Plans are otherwise in compliance with this Agreement.

The Village shall complete reviews of the Final Development Plans consistent with the Code and shall issue written comments which specifically detail any objections to said plans. The Village shall not withhold approval of a final plat of subdivision pending resolution of technical details associated with the Final Development Plans, provided that the Village and Developer agree that resolution of the Final Development Plan issues will not require modifications to the applicable final plat of subdivision. The Village shall approve the Final Development Plans provided that (i) they are in substantial conformance with the Preliminary Development Plans; and (ii) they meet the requirements of Village Code (except to the extent modified by the Preliminary Development Plans or this Agreement).

C. Changes to approved Plans. Changes to the approved development plans, whether it be the Preliminary Development Plans or the Final Development Plans, shall be considered either a “Major Amendment,” or a “Minor Amendment.” Major Amendments are modifications which alter the concept or intent of the planned unit development. Examples of a Major Amendment include: (i) a change to the land use identified in an approved plan; (ii) any increase in the number of dwelling units; (iii) any decrease to the minimum lot size for each series of homes as set forth in the approved plans; (iv) any decrease to the setbacks for each series of homes as set forth in the approved plans; (v) any substantial modification to an access point or a new point of access; or (vi) more than a 3% reduction in common open space. A Major Amendment shall require an amendment to the PUD and shall be approved where consistent with the general standards as set forth in Section 21.11 of the Village Code, with a public hearing before the Village’s planning and zoning commission and final approval by the Village Board. Minor Amendments are modifications that are not defined as Major Amendments and do not alter the concept or intent of the planned unit development. Examples of a Minor Amendment include: (i) changes to the approved landscape plan or tree preservation plan which do not reduce the overall quality of the project or impair perimeter buffering established in any approved plan; (ii) modifications to the product matrix or approved building elevations, including the approval of new floor plans and elevations, provided that the proposed plans are consistent with the character of approved plans for the applicable series of homes; or (iii) approval of monument signs. Minor Amendments may be approved by the Community Development Director and Village Engineer without the approval of the Village Board. Minor Amendments which are not approved by the Community Development Director and Village Engineer may be appealed by the applicant to the Village Board as a Major Amendment.

D. IEPA Permits. The Village agrees to execute applications for Illinois Environment Protection Agency (“IEPA”) permits for the extension of municipal utilities upon submittal by Developer of final engineering plans with the understanding that the execution of said application shall not be considered an approval of the final engineering plans. No physical connection shall be made between subdivision utilities and the Village’s utilities until such time as applicable IEPA permits have issued. Except as otherwise provided for herein, or as may be authorized by the Village engineer, no construction shall commence until final engineering plans and the final plat have been approved by the Village and any security required by this Agreement has been deposited with the Village. The engineers and attorney’s fees and costs associated with Developer’s application incurred by the Village shall be paid by Developer through a Developer account established with the Village in accordance with Article III below.

ARTICLE III

FEES

A. Annexation Fees. The Property was previously annexed to the Village and accordingly, no annexation fee shall be due associated with the redevelopment of the Property.

B. Platting Fees. At the time of approval of a particular final plat and before the execution and recording of the final plat of subdivision, a platting fee shall be paid by Developer to the Village. The Platting Fee shall be calculated based on two components: (i) acreage platted; and (ii) anticipated population generation. For purposes of calculating that portion of the fee attributed to the platted acreage of the Property, the overall acreage of the Property (138.44 acres) shall be reduced by the external right-of-way slated for dedication (0.56 acres) and that portion of the Property to be dedicated to the Village (35.69 acres). For purposes of calculating that portion of the fee attributed to anticipated population generation, the fee shall be calculated as follows:

1. Estates Series: \$300 per home (based on 4 persons per home)
2. Springs Series: \$262.50 per home (based on 3.5 persons per home)
3. Shores Series: \$0 (waived in light of senior-oriented product)

C. Building Permit Fees. Building Permit Fees associated with any development of the Property shall be payable prior to obtaining the respective building permit according to Village Code.

D. Certificate of Occupancy. Developer shall pay a fee of \$50.00 for a Certificate of Occupancy for each residential dwelling unit constructed on the Property at the time of issuance thereof.

E. Water and Sewer Improvement Fees. The Water and Sewer Improvement Fee is \$4,500.00 per acre. For purposes of calculating the fee payable with respect to redevelopment of the Property, the overall acreage of the Property (138.44 acres) shall be reduced by the external right-of-way slated for dedication (0.56 acres) and that portion of the Property to be dedicated to the Village (35.69 acres). The total Water and Sewer Improvement Fee for redevelopment of the Property is determined to be \$459,855.00 based on the preliminary subdivision plat. For the purposes of clarity, the Parties agree that the Water and Sewer Improvement Fee shall be calculated based on the preliminary plat of subdivision and shall not be modified irrespective of minor changes to acreages on the final plat of subdivision. Developer shall pay the Water and Sewer Improvement Fees prior to recording the Final Plat for Phase I of the subdivision. In consideration of the payment of the Water and Sewer Improvement Fee, the Village hereby guarantees to Developer that the Village will provide necessary and appropriate water pressure and sanitary sewer capacity to serve the redevelopment of the Property as contemplated pursuant to the Preliminary Development Plans. Developer shall be solely responsible at its cost for the installation of all on-site water and sewer infrastructure, include the stub connections to adjacent property as depicted in the Preliminary Development Plans. Developer shall not be responsible for any off-site improvements to the Village's water distribution system or the Village's sanitary sewer except as set forth on the Preliminary Development Plans.

F. Tap-On Fees. Water and sewer tap on fees shall be payable on a per-unit basis at the time of building permit. The applicable tap-on fee for each unit shall be based on the number of bedrooms contained in the building permit set for said unit. The tap-on fees shall be calculated as follows:

	Water Tap-On	Sewer Tap-On
2 Bedroom	\$7,571.00	\$6,861.00
3+ Bedroom	\$8,040.00	\$7,658.00

*Minimum fee of \$7,571.00

**Minimum fee of \$6,861.00

G. Water Meter Fee. Developer shall pay to the Village a Water Meter Fee for each residential dwelling unit constructed on the Property. The Water Meter Fee shall be based on the cost of the water meter acquired by the Village plus \$50.00. The Water Meter Fee shall be payable prior to the issuance of a building permit for each structure.

H. Municipal Administration and Public Safety Building Fee. The Municipal Administration and Public Safety Building Fee is not applicable.

I. Transition Fees. No Transition Fees shall be payable with respect to the redevelopment of the Property.

J. Fire District Review Fee. Prior to the issuance of any building permit for the Property, Developer shall pay a review fee of \$30.00 per residential unit directly to the Huntley Fire Protection District.

K. Public Art Fee. A Public Art Fee of \$25 per residential dwelling unit shall be paid by Developer to the Village at the time of building permit issuance for each residential dwelling unit.

L. Watershed Protection Fee. In lieu of a per unit Watershed Protection Fee, Developer shall make the Woods Creek Donation, a one-time payment of \$50,000.00, payable to the Village prior to recording of the first final plat for the Property, as part of the Tree Replacement Requirements under Article V.

M. GIS Asset Fee. A GIS Asset Fee shall be payable with respect to the Property in the amount of 0.75% of the Engineer's Estimated Cost of Public and Private Improvements as required under the Public Improvements Completion Agreement. For purposes of clarity, the Engineer's Estimated Cost of Public and Private Improvements shall cover land development activity but will not include any portion of work completed under a building permit. The GIS Asset Fee shall be paid by Developer prior to the recording of each final plat of subdivision for the Property.

N. Park/Open Space Donations. In lieu of a financial contribution toward future Park/Open Space acquisitions by the Village or the Huntley Park District, Developer shall improve and dedicate to the Village that portion of the Property depicted on the Preliminary Development Plans as Outlots G, H, and I ("Donation Parcel") pursuant to the provisions more specifically set forth in Article IV of this Agreement. No other payment, fee or land contribution shall be required for parks or open space with respect to land or cash donations under Section 22.09 of the Village Code.

O. School Donations. A school donation shall be payable by Developer as a fee-in-lieu of land contribution at the time of issuance of a building permit for each residential dwelling unit to be constructed on the Property (the "School Donation"). The School Donation shall satisfy the land and cash donation requirements under Section 220.9 of the Village Code. The School Donation shall be payable pursuant to the following Schedule:

Dwelling Unit Type	School Donation
2 Bedroom Dwelling Unit	\$850.50
3 Bedroom Dwelling Unit	\$3,449.25
4 Bedroom Dwelling Unit	\$5,890.50
5 Bedroom Dwelling Unit	\$4,567.50

P. Review Fees. Review fees for the approval of the Preliminary Development Plans and this Agreement have been paid by Developer. At time of application for each final plat, the Developer shall pay the applicable Review Fees in effect as of the date of the application. The Review Fee shall not include any mark-up payable to the Village.

Q. Consultant Escrow Account. Developer shall be responsible for reimbursement of the Village for the costs incurred by the Village for third-party consultant services (i.e. engineer or legal) associated with the redevelopment of the Property (the “Review Fees set forth under paragraph P above), including but not limited to the associated zoning process, review of final engineering and this Agreement. At the time of application for a final plat or any zoning entitlement, Developer shall establish and fund an escrow with the Village based on the fee schedule contained in the application materials in effect as of the date of the application. The escrow shall be replenished as often as necessary to complete the Village’s review of the applicable application. After all official actions and services for a project have been completed, any remaining balance shall be refunded. Upon request by Developer, the Village shall furnish detailed invoices for services provided by the Village’s third-party consultants. The consultant escrow account shall include all third-party inspection services during the grading, infrastructure installation, street and building construction, development and completion of the project, including all park and open space landscaping improvements.

R. Construction Escrow Fees. Developer shall post surety in accordance with the terms of this Agreement to secure completion of the public and private improvements. No separate Construction Escrow Fee shall be required in order to secure completion of construction of any improvements.

S. Cul-De-Sac Fees. Developer shall pay a “Cul-De-Sac Fee’ of \$6,000 per cul-de-sac platted on the Property. Based on the Preliminary Development Plans, the total Cul-De-Sac Fee shall be \$18,000, representing one cul-de-sac at Street “D” and one cul-de-sac at Street “E”.

T. Recapture Fees. There are no Recapture Fees applicable to the Property.

U. Road Improvement Fee. The Property is located in McHenry County, and, therefore, there is no Road Improvement Fee.

V. Other Fees. The Village agrees that the Fees, Donations and Contributions required pursuant to this Article III are a thorough list of the Fees, Donations or Contributions applicable to Developer’s redevelopment of the Property. No other Fee, Donation, or Contribution shall be assessed, collected or charged by the Village as a condition of the approval of any Preliminary Development Plans of Final Development Plans with respect to the Property or with respect to any permit issuance for the Property. No Fee, Donation or Contribution adopted after the date of this Agreement shall apply to the redevelopment of the Property. The Fees, Donations, and Contributions as set forth in this Article III or the Village’s Municipal Code, as it applies to the redevelopment of the Property, shall be frozen for a period of ten (10)

years from the date of this Agreement, and no increase or modification to the Village's Development Fee Schedule & Policies shall be applicable to the Property during said time frame, provided Developer obtains approval of the initial Final Plat within twelve (12) months of the date of this Agreement.

ARTICLE IV

OPEN SPACE DONATION

A. Donation Parcel. The Donation Parcel consists of approximately 34.54 acres being comprised of Outlots G, H and I as depicted on the Preliminary Plat. The Village desires that the Donation Parcel be improved, as generally depicted in the Preliminary Development Plans, as a combination wetland channel and open prairie with native vegetation that will provide new stormwater and floodplain volume and encourage infiltration and filtration of water which flows to Woods Creek. These improvements are consistent with the guidance of the Woods Creek Watershed-Based Plan and will provide ecological benefit to the Village consistent with Village efforts to restore and preserve native habitats, particularly those tributary or along critical waterways (i.e. Woods Creek). The Final Plat of Subdivision shall include a covenant that the Donation Parcel be dedicated to the Village and reflect that it is being dedicated to the Village in fee simple title pursuant to Section 3 of the Illinois Plat Act.

B. Donation Parcel Improvement Plans. The Village hereby approves the preliminary grading and landscape enhancement of the Donation Parcel as generally depicted on the Preliminary Development Plans (the "Donation Parcel Improvements"). The Donation Parcel Improvements shall be more specifically defined with final grading detail, specific plant species and quantities in the final improvement plants ("Final Improvement Plans") which shall be prepared by Developer. Developer shall work cooperatively with the Village staff to develop the Final Improvement Plans and shall be responsible for permitting the Final Improvement Plans through the USACE, as may be required. The Village acknowledges and agrees that the USACE has asserted jurisdiction over a small portion of the Donation Parcel and that the Final Improvement Plans may be subject to revisions as required by the USACE. The Village further acknowledges that the Donation Parcel Improvements will require the remapping of floodplain on the Property through FEMA. Developer intends to file an application with FEMA for a conditional letter of map revision ("CLOMR"), which Developer shall provide to the Village upon receipt, but the Village agrees that the issuance of a CLOMR shall not be a condition to issuance or justification of limitations on either a site grading permit or a Site Development Permit (as defined at Article XI) to the extent permitted by law. The Village shall issue Building Permits for individual lots encumbered by the floodplain upon FEMA issuance of a letter of map revision ("LOMR") to the extent permitted by law, but shall not issue an occupancy permit for any such lot prior to the effective date of the LOMR (following appeal period). The Developer assumes all risks associated with the cost of such improvements in the event that LOMR or other applicable law prevents such structures from being completed.

C. Final Improvement Plans. The Developer agrees that the Donation Parcel will be encompassed within the first final plat for all or any portion of the Property submitted to the Village for approval. Developer shall complete the Donation Parcel Improvements, consistent with the Final Improvement Plans, at its sole cost and expense as part of the Phase 1 improvements to the Property. The Donation Parcel Improvements shall be completed in compliance with the permit issued by the USACE.

D. Conveyance of Donation Parcel. Within sixty (60) days of the date that the Village engineer confirms completion of the Donation Parcel Improvements consistent with the Final Improvement Plans,

Developer shall convey to the Village, and the Village shall accept from the Developer, the Donation Parcel. The Donation Parcel shall be conveyed by special warranty deed, not subject to any mortgage, lien, taxes or other monetary encumbrance which would become an obligations of the Village. On conveyance to the Village, Developer shall provide, at its cost, a title insurance policy with extended coverage over the Donation Parcel and naming the Village as the insured with coverage in the amount of \$1.5 million (the "Title Policy"). The Title Policy shall not be subject to any mortgage, lien, taxes or other monetary encumbrance which would become an obligation of the Village. Village has reviewed the Title Commitment for the Property and agrees that the exceptions currently on Title are agreed to by the Village. The only other restriction that may be placed on the Donation Parcel is that which is agreed to by the Village in its sole discretion notwithstanding any other provision herein to the contrary. Developer and Village shall reasonably cooperate and provide such additional documentation as may be customary and appropriate for the conveyance of property in McHenry County and the State of Illinois. Irrespective of the conveyance of ownership of the Donation Parcel, Developer shall remain responsible for satisfaction of the maintenance and monitoring requirements for the Donation Parcel Improvements for a period of three years or for any longer term as may be specified in the USACE permit. Upon satisfaction of the maintenance and monitoring requirements as may be applicable under Village Code or the terms of the USACE Permit, the Village shall thereafter be solely and exclusively responsible for the operation, maintenance, repair and replacement of any Donation Parcel Improvements.

E. Donation Parcel Dimensions. The exact dimensions of the Donation Parcel are subject to modification by Developer pursuant to the final plat of subdivision, and the Village shall not object to said modification provided that: (i) the modification does not alter the purpose and intent of the Donation Parcel; and (ii) the total area of the Donation Parcel is not reduced by more than 10,000 square feet.

ARTICLE V

SUBDIVISION IMPROVEMENTS

A. Project Phasing. Developer shall construct all of the improvements required under this Agreement and the Final Development Plans at its cost but may do so in one or more phases. Each phase shall include, at a minimum, those public and private improvements located within the applicable phase plus any necessary off-site improvements that would be required to make the phase function as a stand-alone subdivision without relying upon development of future phases. Developer may, at Developer's option complete public or private improvements beyond the scope of the applicable phasing of the final plat for that particular phase. By way of example, mass grading of the entire Property may be completed as part of the Phase 1 improvements. The Village hereby approves the preliminary phasing plan attached hereto as Exhibit J ("Phasing Plan"). The Phasing Plan may be updated with the Final Development Plans, but any modification to the Phasing Plan shall be subject to the review and approval of the Village Engineer. All phasing of the public and private improvements shall be consistent with this Agreement, shall provide for the orderly installation of said improvements, and shall ensure contiguity and proper service for the development of each phase of the Property for which final plat approval is being sought. The Village shall review, and if found to be in compliance, approve and accept the public improvements for each phase in the same manner as if each phase were a separate subdivision.

B. Improvement Standards. Developer, at its cost, shall be responsible for the construction and installation of those public improvements and utilities consisting of storm sewers, sanitary sewers, water

mains, streets and appurtenant structures as are needed to adequately service all phases of the Property as depicted on the Preliminary Development Plans. The Village acknowledges and agrees that the Preliminary Development Plans include deviations or departures from the applicable standards for public improvements as may be set forth in the Village Code or other applicable regulations, and the Village intends to approve those deviations or departures by approval of the Preliminary Development Plans and this Agreement. Where deviations or departures from Village Code or other applicable regulations are depicted in the Preliminary Development Plans, either by omission of a requirement or substitution with an alternative design, the Village shall approve said deviations or departures as part of the Final Development Plans. Developer shall not be responsible to the Village for the construction of any off-site improvements, including oversizing of utilities except as set forth on the Preliminary Development Plans or as specifically contemplated by this Agreement.

C. Public Improvements Completion Agreement. As a condition to the issuance of a Site Development Permit (as defined in Article IX) Developer shall be required to execute a Public Improvements Completion Agreement consistent with the form attached hereto as Exhibit K.

D. Required Improvements. Notwithstanding anything herein to the contrary, Developer shall be required to complete the following improvements:

1. Fairway View Drive. The Village plans to reconstruct Fairway View Drive during the 2020 construction season. Pulte will need to extend utility service across Fairway View Drive, but will not be prepared to complete the installation of said improvements prior to the completion of the Village roadway reconstruction project. To reasonably minimize damage to the reconstructed roadway, the Parties agree that the Village will reconstruct the road but will not install a surface course from Nottingham Drive north to Algonquin Road. Pulte shall complete the surface course of Fairway View Drive not later than November 25, 2021. Prior to installation of the surface course, the Parties agree that Pulte may open-cut Fairway View Drive for the purpose of utility installations or connections, but that following the completion of the surface course for Fairway View Drive, Pulte shall be required to auger any new utility installations or connections. Pulte shall complete the surface course installation at its sole cost and expense.
2. Fence Replacement. The Property immediately abuts existing residences in the Village. A chain link fence currently delineates the border between the Property and the existing residences. Developer intends to maintain the existing chain link fence to secure the Property during certain development activity. Upon completion of the improvements to the Donation Parcel, the Village has requested that Developer replace the chain link fence with a split-rail fence to be located on the Donation Parcel that will delineate the boundary between naturalized areas and the existing residences. In order to address any inconvenience to existing homeowners who may be utilizing the existing chain link fence to enclose their yard, Developer has agreed to hire a fencing contractor and to provide a credit with the fencing contractor to permit the homeowners listed on Exhibit L ("Impacted Homeowners") to install a new chain link fence segment on the Impacted Homeowners' property ("Fence Credit"). Developer shall only be responsible for the cost to install a like-kind six foot (6') chain link fence in the location where Developer removed the existing chain link fence. Developer shall not be responsible to install fencing for existing residents not listed on Exhibit L, for any direct payments to an Impacted Homeowner, for any costs to upgrade fencing selected by an Impacted Homeowner, or for costs incurred by an Impacted Homeowner for fences installed by anyone other than Developer's fencing contractor. Developer shall be responsible for providing notice of the Fence Credit to the Impacted Homeowners. The Impacted Homeowners shall have a

period of three (3) months from the date of said notice to reach an agreement with Developer's fencing contractor to utilize the Fence Credit. Developer has agreed to provide the Fence Credit as an accommodation to Impacted Homeowners, but does not assume any individual liability to any Impacted Homeowner who fails to timely utilize the Fence Credit, elects not to work with Developer's Fencing contractor, or for any other reason. Developer's sole liability for the Fence Credit shall be to the Village, and said liability shall expressly expire three (3) months from the date Developer provided notice to the Impacted Residents whether or not the Impacted Residents have utilized the Fence Credit.

3. Tree Replacement. The Village has approved the Tree Preservation and Removal Plan as part of the Preliminary Development Plans. In consideration of the contemplated tree removals, and in lieu of the tree replacement requirements as may be set forth in the Village Code, Developer shall make the following improvements at its cost (collectively the Tree Replacement Requirements"):
 - a. Developer shall plant not less than 246 trees on common areas outside of the parkway; and
 - b. Developer shall plant not less than 381 trees on the residential lots; and
 - c. Developer shall plant not less than 450 parkway trees, provided that Developer may relocate parkway trees onto residential lots or common areas to the extent necessary to avoid conflicts; and
 - d. Developer will improve the approximately 35-acre Donation Parcel with native wetland and native prairie plantings consistent with the Preliminary Development Plans and pursuant to standard Village specifications set forth by Village staff as part of the Final Development Plans and consistent with any requirements that may be imposed by the USACE; and
 - e. Developer will install 4,716 linear feet of split rail fencing between the existing residences and the Donation Parcel pursuant to specifications to be reasonably approved by Village staff as part of the Final Development Plans; and
 - f. At the time of the Village's acceptance of the Donation Parcel, Developer will donate \$50,000.00 to the Village for offsite restoration to be performed by the Village in the Woods Creek watershed ("Woods Creek Donation").
4. Bike Path Connection. Developer agrees to investigate the viability of a bike path crossing of Algonquin Road on the west side of Frank Road. The contemplated crossing would connect the path to be constructed upon the Property to the existing path that is located at the northwest corner of the intersection of Algonquin Road and Frank Road. The Village acknowledges that the contemplated crossing has other jurisdictional requirements, ADA accessibility requirements, and the location of the existing path being located at least partially on private property. If the Developer finds that the crossing cannot feasibly be constructed in conjunction with the path construction contemplated for the Property or if Developer reasonably concludes that the connection would cost Developer more than Twenty Thousand Dollars (\$20,000.00) to construct, Developer may, by written notice to the Village, elect not to construct the connection, in which event the Developer

shall donate to the Village the sum of Twenty Thousand Dollars (\$20,000.00) in consideration of the Village's future efforts to make the bike path connection.

5. Algonquin Road. Developer has submitted a separate application to the McHenry County Department of Transportation ("MCDOT") related to improvements to Algonquin Road. The Village and Developer acknowledge and agree that MCDOT is the jurisdictional and permitting agency with respect to Algonquin Road improvements, and that the Village shall not impose any additional requirements related to construction or improvements to Algonquin Road related to the redevelopment of the Property. Developer shall be solely and exclusively responsible for obtaining the permit for the improvements to Algonquin Road from MCDOT and for completing the construction thereof in compliance with the applicable permit at its cost.

E. Surety.

1. Developer shall make all public improvements for each phase of development in accordance with the applicable Final Development Plans, ordinances of the Village and pursuant to the terms of the Public Improvements Completion Agreement and this Agreement, and such improvements will be constructed in accordance with the approved Preliminary Development Plans and Final Development Plans. Developer shall secure the installation of such improvements for each development phase by submitting a surety bond in a form and from such company as reasonably approved by the Village. Such letter of credit or bond shall be in the amount of 120% of the cost of the public improvements for each such phase as approved by the Village Engineer. To the extent that Developer posts surety with a third-party governmental agency with respect to any portion of the public improvements, Developer shall not be required to post duplicative surety with the Village covering the same scope of work provided that any such surety posted with a third-party agency also names the Village as an additional beneficiary or obligee so that said surety is enforceable by either the Village or said third-party agency.
2. The Village shall reduce such security within thirty (30) days after Developer's request and upon approval by the Village Engineer and Public Works Director, and Developer agrees to not request a reduction to any one bond more than once every two months. The Village Engineer and Public Works Director will inspect the completed improvements, and either approve such request or issue a denial within said period of time, informing Developer specifically what corrections or additional documentation are necessary to allow the reductions.
3. Upon completion of all improvements and acceptance by the Village, the securities guaranteeing the construction of the improvements shall be released; provided, however, that a maintenance bond equal to ten percent (10%) of the approved estimated cost shall be provided by Developer in accordance with the Subdivision Ordinance. The maintenance bond shall be maintained by Developer for a period of eighteen (18) months from the completion date certified by the Village engineer unless otherwise specified in this Agreement.

F. Easements and Access.

Upon the request of Developer, the Village shall grant, to utility companies which may provide utilities to any part of the Property, such construction and maintenance utility easements over, under, across or through property owned or controlled by the Village as are necessary or appropriate

for the development of the Property in accordance with the provisions of this Agreement, the approved Preliminary Development Plans or Final Development Plans for any development phase of the Property. The Village reserves the right to review and approve the type and other possible options relating to above grade utility equipment for maintenance and aesthetic purposes. Developer agrees to grant to the Village easements on the Property required from time to time for utility purposes, including access and maintenance thereof, at locations mutually satisfactory to the Village and Developer.

ARTICLE VI

VILLAGE REPRESENTATION/UTILITIES/DEVELOPER'S OBLIGATIONS

- A. Village Covenants and Representations. The Village covenants and represents as follows:
1. Easements: Village water and sewer utilities necessary to service the contemplated development of the Property pursuant to the Preliminary Development Plans are located at the property line for the Property or are located in the adjacent right-of-way. No off site easements are necessary for the extension of Village water and sewer utilities to and through the Property.
 2. Wastewater Treatment: The Village has sufficient capacity in its wastewater treatment facility to serve the Property upon redevelopment as contemplated in the Preliminary Development Plans. The Developer and Village acknowledge certain limitations with Village owned off-site infrastructure located downstream of the Property, specifically with respect to the Woods Creek Lift Station that handles conveyance of wastewater from the Property. The Woods Creek Lift Station does not currently have capacity to handle the conveyance of all the wastewater reasonably anticipated from the redevelopment of the Property. However, the Woods Creek Lift Station does have the capacity to handle conveyance reasonably necessary with respect to the first three model homes to be constructed on the Property as of the date of this Agreement and the Village covenants to issue necessary and appropriate permits for the construction and connection of said model homes to the Village's sanitary sewer system. The Village has, as of the date of this Agreement, commenced studies to evaluate the total conveyance capacity in the Woods Creek Lift Station and associated appurtenances (i.e. forcemain) that push waste water upstream from the Woods Creek Lift Station., which studies are anticipated to be completed on or before May 1, 2020. The Village shall develop an engineered solution to accommodate all wastewater reasonably anticipated from the redevelopment of the Property on or before October 31, 2020. The Village shall keep Developer reasonably apprised of any study results, proposed engineering solutions, and a schedule associated with construction thereof. The Village shall construct such upgrades to the Woods Creek Lift Station and associated appurtenances, at the Village's sole cost and expense, as may be necessary and appropriate to handle, convey and treat the volume of wastewater reasonably contemplated from the redevelopment of the Property consistent with the Preliminary Development Plans. The construction of said infrastructure upgrades is anticipated to be completed by June 1, 2021, dependent upon the pace of redevelopment of the Property. In the event that the Village fails to meet any of the applicable deadlines for the studies, engineer or construction of the sanitary sewer infrastructure improvements, Developer may, upon issuance of written notice to the Village, assume the Village's obligation under this paragraph and complete the studies, engineering and construction of the sanitary sewer infrastructure improvements necessary to service the Property. In the event that the Developer assumes said obligations, the Village shall take such action as may

be reasonably requested by Developer (i.e. with respect to the assignment of plans, approval of plans, easements of access, or otherwise) for Developer to complete construction of the sanitary sewer infrastructure. Developer will be responsible for payment of tap-on fees as set forth in Article III. However, in the event that Developer assumes some or all of the Village's obligations under this paragraph, Developer may offset the fees payable under Article III by an amount equal to the costs incurred by Developer with respect to the sanitary sewer infrastructure improvements.

3. Water Supply: The Village has sufficient water capacity in its potable water system to serve the Property upon redevelopment as contemplated in the Preliminary Development Plans. Further, the Village has sufficient water pressure in its publicly-owned water main located adjacent to the Property to serve the Property upon redevelopment as contemplated in the Preliminary Development Plans. Except as set forth in the Preliminary Development Plans, no upgrades to the Village water system are necessary to serve the contemplated development of the Property.

B. Developer's Obligations. The foregoing notwithstanding, Developer will, at its expense, construct and complete extensions of the Village's water main and sewer main to the Property in accordance with the Final Engineering Plans. The Village shall execute all necessary permits and other permissions necessary for the construction of the aforesaid water main and sanitary sewer extensions, and will accept the dedication of the entirety of the same by Developer to the Village upon completion and shall cause said mains to become operational, consistent with Village codes and acceptance procedures. Subsequent extensions of the potable water and sanitary service lines within the Property in conjunction with the future development thereof shall be performed at the expense of Developer, and the plans and specifications for, and the location of, such subsequent extensions shall be subject to the reasonable approval of the Village in accordance with normal procedures under the Village's subdivision regulations and other applicable codes, as the same may be modified by this Agreement.

ARTICLE VII

MODEL HOMES

A. Permits and Construction. The Village shall issue foundation-only permits for up to three model homes once the Final Development Plans have been approved. No building permits shall be issued by the Village, and no framing shall be started on said model homes until water mains and fire hydrants necessary to provide fire protection to those lots have been constructed, connected to, tested and approved by the Village, and provision has been made for emergency vehicle access thereto on a gravel or other road, all in a manner reasonably acceptable to the Building Commissioner and Village Engineer.

B. Model Homes and Parking. Developer shall have the right to construct and maintain up to ten (10) model homes, with appurtenant facilities (i.e. parking) throughout the development of the Property. For each model park, consisting of three or more model homes, Developer shall construct a parking facility on adjacent lot(s), said parking facility providing not less than 3 parking spaces for each model home located in the model park. The parking facility shall not be required to meet applicable requirements of the Village Code, but may be constructed with ninety degree spaces accessed directly from the adjacent right of way (pull-in parking). No model homes shall be used as a model home or sales office until a temporary certificate of occupancy is issued for such purpose by the Village.

ARTICLE VIII

SIGNS

A. Marketing Signs. In consideration of the size and scale of the project, the Village hereby approves the sales and marketing signage plan as part of the Preliminary Development Approvals. Developer may begin installation of sales and marketing signs upon approval of this Agreement. Developer shall maintain the signs in good condition and repair. The text of the signs may be updated by Developer as appropriate but shall be limited to marketing for the sale of homes located on the Residential Parcel.

B. Monument Signs. Developer may construct two externally facing subdivision identification signs, one relating to the newly constructed boulevard entrance to the subdivision and one relating to the Fairway View Drive entrance to the subdivision. Internally, Developer may construct additional subdivision identification signs for individual neighborhoods within the subdivision. Subdivision identification signs may be up to six feet (6') in height (excluding any ornamental feature i.e. capstone or pillars) and thirty-two (32) square feet per signage face. The subdivision identification signs may be located within a median provided that said sign does not impair visibility of impose a safety hazard. The subdivision identification signs located internal to the Property may be double-sided, with each sign face identifying a different neighborhood within the Property. Landscaping for the subdivision identifications signs shall comply with the requirements set forth in Section 29.11 of the Village Code.

ARTICLE IX

PERMITS

A. Soil Erosion and Grading Permit. The Village shall issue a soil erosion and grading permit for the Property, covering mass grading, demolition, tree clearing, storm sewer installation, excavation, storm water retention and detention, ("Grading Permit") on the following conditions:

1. Developer has posted a surety bond on forms reasonably satisfactory to the Village, in an amount equal to 120% of the estimated cost of the work to be completed under the permit;
2. All Final Development Plans, including improvement plans and specifications (final engineering) have been submitted to the Village Engineer;
3. The Village Engineer and Public Works Director have given approval to the portion of the plans relating to grading; and
4. All erosion and siltation control measures shown on the plans required by the Village Engineer and Public Works Director are in place or will be installed as a condition of the issuance of the Grading Permit.

B. Site Development Permit. The Village shall issue a full site development permit ("Site Development Permit") for each phase of the Property on the following conditions:

1. Developer has posted a surety bond on forms reasonably satisfactory to the Village, in an amount equal to 120% of the estimated cost of the work to be completed under the permit;

2. All Final Development Plans for the applicable phase of the project have been approved by the Village Board of the Village of Algonquin; and
3. To the extent that approvals from other permitting agencies are outstanding (i.e. USACE, MCDOT), the Village may impose additional conditions related to the issuance of said permits (i.e. no work permitted in the McHenry County right-of-way) until the applicable approvals are secured, but shall not withhold issuance of the Site Development Permit.

C. Master Building Plan Approvals. Developer may submit and the Village shall promptly process building permit applications for master plan approval of each of the unit types to be constructed on the Residential Parcel (each a “Master Plan”). The Master Plan approval for a unit type shall not relieve Developer from the obligation, as set forth in the Village Code, to submit a separate building permit for each lot prior to the commencement of construction, but shall serve as a mechanism to facilitate prompt and efficient review of individual building permit applications by the Village. If Master Plans have been approved for a unit type, thereafter the plans for each individual building permit application need not be signed and sealed by an architect provided that said plans do not deviate from the approved Master Plan set. The Village shall review individual building permit applications and issue written comments or approve the permit in a timely manner.

D. Construction Access. Developer shall initially utilize Street A, the existing point of ingress and egress via Algonquin Road, as the primary means of ingress and egress for construction related traffic. Developer shall construct a second point of access via Fairway View Drive prior to the issuance of the first non-model building permit. Construction vehicles are expressly prohibited from accessing the Property from Bunker Hill Drive. If such access is not permitted by MCDOT, the parties agree to negotiate in good faith to arrive at a mutually acceptable alternative temporary construction access route prior to construction occurring anywhere on the Property.

ARTICLE X

CERTIFICATES OF OCCUPANCY

A. Except as provided otherwise in this Agreement, no certificate of occupancy for a dwelling unit shall be issued by the Village until there is substantial completion of the following public improvements which are intended to serve such dwelling unit: building numbers; street signs; storm and sanitary sewer systems; water improvements; and curb, stone and binder pavement, provided, however, that the Village may make reasonable allowances for the completion of public improvements which cannot be completed due to adverse weather conditions. Specifically, the Village may issue temporary certificates of occupancy for dwelling units when adverse weather conditions do not permit outside painting, landscaping, driveway, sidewalk or service walk construction, or final grading of the lot so long as the lot and residential units are deemed safe by the Building Commissioner. Village retains right to withhold occupancy permits if the Developer is not in compliance with the Village Code, this Agreement or owes fees, fines, etc.

ARTICLE XI

WINTER MAINTENANCE

A. Until the streets in any platted phase of the Property are accepted by the Village, the Village shall have no obligation to keep the same plowed of ice and snow. It is agreed, however, that between November

15th and April 30th, the Village shall furnish, subject to availability, complete labor and material necessary for the removal of snow and ice from the streets constructed but not yet accepted by the Village, provided Developer and the Village have executed the Village's customary form of sub-agreement entitled Agreement for Snow and/or Ice Removal on Unaccepted Streets. In the event the agreement is not executed by Developer and the Village, the provisions of the Subdivision Ordinance shall apply to the winter maintenance of such streets.

ARTICLE XII

ACCEPTANCE OF PUBLIC IMPROVEMENTS

A. Except as set forth herein, all public improvements installed by Developer shall, upon inspection and approval by the Village, be accepted by, owned, and maintained by the Village. Public improvements shall be accepted as a whole within each phase then under development. Within a reasonable time after receipt of notice from Developer that certain public improvements have been completed, the Village's Public Works Director shall inspect such public improvements and issue a written list of corrections, if any, required for the improvements to conform to the Agreement and Village ordinances (as may be applicable). The Public Works Director shall promptly review any corrections, as the same are made by Developer.

B. The Village agrees to approve the engineering design and construction of all areas intended for ponds and lakes prior to the filling of the same with water to their intended capacities. Such engineering approval shall be made upon submission of as-built plans showing such ponds were installed in conformity with the approved engineering plans, regardless of water levels, if any. Thereafter, such ponds may be filled to their intended capacities and no further approvals of the ponds (i.e., grading or excavation) shall be necessary from the Village for acceptance of that portion of the public stormwater system.

ARTICLE XIII

DORMANT SPECIAL SERVICE AREA

A. Dormant Special Service Area. The Village shall take all steps necessary to form a back-up or "dormant" special service area (herein referenced as "Dormant Special Service Area") on the Property in order to provide funding for the continued operation, maintenance, repair and reconstruction of improvements to be owned and maintained by the Association. Developer agrees not to object to the formation of said Dormant Special Service Area. The Village shall determine the amount of taxes estimated to be necessary to be generated by the Dormant Special Service Area in the event the Dormant Special Service Area is activated. In the event that the Association fails to properly operate and maintain the stormwater management areas and/or the trails owned by the Association, the Village, after notice and opportunity to correct, and at its sole discretion, may activate the Dormant Special Service Area and collect taxes therefrom to perform the operational and maintenance obligations of the Association. The Village shall give the Association's registered agent not less than sixty (60) days' notice of its intent to activate the Dormant Special Service Area.

ARTICLE XIV

VILLAGE ORDINANCES

A. Village Codes Generally. The installation of public improvements and the redevelopment of the Property shall be in accordance with the Village Code as modified by this Agreement, the Preliminary Development Plans and the Final Development Plans. No future amendment to or modification of any ordinances, codes or regulations of the Village shall be applicable or impose more stringent standards on the development of the Property as depicted in the Preliminary Development Plans and thereafter the Final Development Plans for the term of this Agreement.

B. Building Codes. The construction of dwelling units on the Property shall be in accordance with the Building Codes as adopted by the Village. As of the date of this Agreement, said construction shall be governed by the 2015 International Residential Code, subject to the local amendments thereto approved by the Village. At such time as Developer obtains Master Plan approval for a unit type, no changes to the Building Codes shall be applicable to the approved Master Plan or any individual building permit application submitted pursuant to said Master Plan for a period of five (5) years, unless otherwise required by applicable Federal, State or County laws.

C. Amendments. The Village and Developer may, by mutual consent, change, amplify or otherwise agree to modify terms and conditions of this Agreement by the adoption of an ordinance by the Village amending the terms of this Agreement with the acceptance of the terms of such amendment by Developer.

D. Conflicts. The Preliminary Development Plans, the Final Development Plans, this Agreement, and the Village Code shall be read together as complementary documents to the extent applicable. However, where there is a conflict between said documents, the documents shall be given precedence in the following order: i) Final Development Plans; ii) Preliminary Development Plans; iii) this Agreement; and iv) Village Code.

ARTICLE XV

PARTIAL INVALIDITY OF THIS AGREEMENT

A. In the event any provision of this Agreement (except those provisions relating to the requested rezoning of the property identified herein and the ordinances adopted in connection therewith), or its application to any person, entity or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Agreement, and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.

B. If, for any reason during the terms of this Agreement, any approval or permission granted hereunder by the Village regarding the Preliminary Development Plans, the Final Development Plans or the applicable zoning is declared invalid, the Village agrees to take whatever action is necessary to reconfirm and approve such plans and zoning ordinances effectuating the zoning, variations and plat approvals proposed herein to the extent permitted by law.

ARTICLE XVI

TIME IS OF THE ESSENCE

A. It is understood and agreed by the Parties that time is of the essence in this Agreement, and that all Parties will make every reasonable effort to expedite the subject matter hereof.

ARTICLE XVII

SALE OF PROPERTY/RELEASE

A. It is expressly understood and agreed that Developer may sell or convey all or any portion of the Property for the purposes of development, and upon each sale or conveyance, the purchaser shall be bound by the obligations under, and entitled to the benefits of, this Agreement with respect to the portion of the Property sold or conveyed. When any such purchaser agrees to assume Developer's obligations hereunder with respect to the portion of the Property conveyed, and when the Village is notified of such purchase and agreement, the Village hereby covenants and agrees that it shall consent to such assumption and that it shall release Developer and any successor from its respective obligations hereunder with respect to that part of the Property so purchased provided that:

1. Provision has been made that all such public improvements required by this Agreement or Village ordinance for the development of the parcel being sold will be installed and guaranteed in accordance with this Agreement and the ordinances of the Village; and
2. The Village has remaining in place an equivalent surety of performance (subject to Village approval) to assure the Village that any development responsibilities not yet satisfactorily completed by Developer on the portion of the Property for which release is sought will be completed; and
3. The specific facts and terms of assignment are made known to the Village and the Village approves such assignment; and
4. All monetary obligations of Developer due to the Village as of the time of conveyance and attributable to the portion of the Property conveyed have been satisfied in full; and
5. The purchaser assumes all obligations of Developer arising with respect to such portion of the Property acquired by such purchaser; and
6. Developer complies with the Subdivision Ordinance and the Illinois Plat Act.

B. The Village shall not unreasonably exercise its right to deny release herein and shall consider only those factors set forth in this paragraph. Upon request by a prospective purchaser, the Village shall provide a written estoppel statement with regard to the portion of the Property to be transferred setting forth applicable fees which may be outstanding and any circumstances which the Village contends created a default or breach under this Agreement as of the date of such estoppel statement.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns including, but not limited to successor developers and owners of all or any portion of the Property, and upon any successor municipal authority of the Village and successor municipalities, for a period of 10 years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto. Notwithstanding the foregoing, if Developer shall fail to: i) deliver to the Village evidence that Developer has acquired all legal title to the Property within twelve (12) months after the date of the Village's adoption of the ordinance approving this Agreement; and ii) submit to the Village a final plat of subdivision for a portion of the Property which encompasses at least 100 residential units in accordance with the terms and conditions of this Agreement within eighteen (18) months of the date of this Agreement, then this Agreement and any action taken by the Village in connection herewith, shall automatically be deemed null and void, and of no further force or affect. If such evidence is delivered by Developer, then (i) this Agreement shall continue to bind the Parties, and (ii) the Village shall promptly record this Agreement against the Property.

B. Construction and Venue. This Agreement shall be construed in accordance with the laws of the State of Illinois, and the Parties agree that venue of any cause of action shall be in the 22nd Judicial Circuit, McHenry County, Illinois.

C. Recitals. The recitals set forth above include materials terms of this Agreement and are hereby incorporated by reference.

D. Breach.

1. Upon breach of this Agreement, any of the parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may exercise any remedy available at law or equity.
2. Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the Party alleged to have failed to perform and performance shall be demanded, and the Party alleged to have failed to perform shall have a period of 15 days within which to perform such failure unless an emergency condition is deemed to exist, in which event the notification letter shall so state and designate a shorter cure period than 15 days as necessary to avoid such emergency condition.
3. In the event that the Village brings or defends a suit to enforce this Agreement or relating to its interpretation of any of its provisions, and prevails, it shall be awarded attorneys' fees and court costs from the non-prevailing party, including those associated with any appeal or collection proceeding. In addition, if Developer or subsequent owner or developer does not pay any fees provided for herein, the Village may withhold the issuance of building permits to such owner or developer until payment is received. The Village may use any remedies available to it to collect such fees and charges as are due.

E. Notice. Notice shall be provided at the following addresses or to any address delivered to the parties in writing:

Village:	Village Clerk and Village Manager Ganek Municipal Center 2200 Hamish Drive Algonquin, Illinois 60102
Village Attorney:	Kelly Cahill Zukowski, Rogers, Flood & McArdle 50 Virginia Street Crystal Lake, Illinois 60014
Developer:	Pulte Home Company, LLC Tina Dalman, Corporate Counsel 1900 E Golf Road, Suite 300 Schaumburg, IL 60173
With copy to:	Rosanova & Whitaker, Ltd Russ Whitaker 127 Aurora Ave Naperville, Illinois 60540

F. Development Schedule. If requested by the Village, Developer shall submit to the Village a schedule of development, but not more frequently than on a semi-annual basis, so that the Village can adequately plan for and provide municipal services to the Property. It is acknowledged that said schedules are anticipatory in nature and will change from time to time as circumstances change and shall represent Developer's best reasonable estimate at the time of its intended schedule of development.

G. Mutual Assistance. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, (i) the giving of such notices, (ii) the holding of such public hearings, (iii) the execution of permit applications, (iv) the enactment of such resolutions and ordinances necessary to carry out the terms of this Agreement to the extent permitted by law, to give effect to the terms and objectives of this Agreement, and to give effect to the intentions of the Parties as reflected by said terms. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether Federal, State, County or local) assistance required or useful for the construction or improvement of Property, for facilities in and on the Property, or for the provision of services to residents, owners, or occupants of the Property. It is further understood and agreed that the successful consummation of this Agreement and the development of the Property are in the best interests of all the Parties and requires their continued cooperation; however, nothing contained in this Agreement shall affect any owner's right to mortgage, encumber, or convey the Property as a whole or separately to one or several third parties. The Village acknowledges that it does not anticipate enacting an ordinance establishing a development moratorium and agrees that no moratorium shall be put in place and effective with respect to the Property during the term of this Agreement.

H. Force Majeure. The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's rights thereafter

to enforce such term, covenant, agreement or condition, but the same shall continue in full force and effect. If the performance of any covenant to be performed under this Agreement by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

I. Time of the Essence. The parties agree that time is of the essence with respect to the terms, conditions and provisions set forth in this Agreement.

J. Runs with the Land. The parties agree that the terms, conditions and provisions set forth in this Agreement are covenants running with the land and shall be binding against the Property for the term of this Agreement.

EXHIBIT LIST

Exhibit A: Legal description of the Property

Exhibit B: Preliminary Plan

Exhibit C: Preliminary Plat

Exhibit D: Preliminary Engineering Plan

Exhibit E: Preliminary Landscape Plan

Exhibit F: Tree Survey and Tree Preservation Plan

Exhibit G: Product Matrix and Building Elevation Renderings

Exhibit H: Signage Plan

Exhibit I: Anti-Monotony Plan

Exhibit J: Phasing Plan

Exhibit K: Public Improvements Completion Agreement

Exhibit L: Impacted Homeowners

IN WITNESS THEREOF, the Parties have executed this Agreement the day and year first above written.

[Signatures on following pages]

VILLAGE:

THE VILLAGE OF ALGONQUIN

By: _____
President John Schmitt

Attest: _____
Village Clerk Gerald Kautz

STATE OF ILLINOIS)

)

COUNTY OF _____)

I, _____, a Notary Public in and for said county, in the state aforesaid, do hereby certify that _____ as _____ of the Village of Algonquin, 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 he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____ 2020.

Notary Public

DEVELOPER:

By: _____

Its: _____

Attest: _____

Its: _____

STATE OF ILLINOIS)

)
COUNTY OF _____)

I, _____, a Notary Public in and for said county, in the state aforesaid, do hereby certify that _____ as _____ of _____, 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 he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____ 2020.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
PRELIMINARY PLAN

EXHIBIT C
PRELIMINARY PLAT

EXHIBIT D
PRELIMINARY ENGINEERING PLAN

EXHIBIT E
PRELIMINARY LANDSCAPE PLAN

EXHIBIT F

TREE SURVEY AND TREE PRESERVATION PLAN

EXHIBIT G

PRODUCT MATRIX AND BUILDING ELEVATION RENDERINGS

EXHIBIT H
SIGNAGE PLAN

EXHIBIT I
ANTI-MONOTONY PROVISION

EXHIBIT J
PHASING PLAN

EXHIBIT K

PUBLIC IMPROVEMENTS COMPLETION AGREEMENT

EXHIBIT L
IMPACTED HOMEOWNERS



Village of Algonquin

The Gem of the Fox River Valley

May 14, 2020

Village President and Board of Trustees:

The List of Bills dated 5/19/20, payroll expenses, insurance premiums totaling \$1,202,552.66 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.

FYE 20

Engineering Enterprises	\$ 14,932.55	WTP 2 & 3 HSP Motor Replacement
Hitchcock Design	7,679.88	Park and Recreation Master Plan
Martam Construction	220,661.33	IEPA -- Downtown Streetscape Stage 2
Metro Strategies	3,000.00	April 2020 Communications Support
Trotter & Associates	9,845.50	Downtown Streetscape Stage 2
Trotter & Associates	23,835.96	Downtown Streetscape Stage 3
Trotter & Associates	43,420.39	WWTP Improvements Phase 6B
John A. Raber & Associates	3,000.00	CIP Funding Assistance - Lobbyist

FYE 21

Azteca Systems	\$ 33,000.00	2020-2021 Cityworks Renewal
Lexipol, LLC	11,742.00	Police 2020-2021 Subscription
North East Multi Regional Training	4,465.00	Police 2020-2021 Training Membership
Southeast Emergency Communications - SEECOM	144,265.45	Qtrly Billing May – July 2020

Please note:

The 5/15/20 payroll expenses totaled \$456,848.30.

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/mn

Village of Algonquin

List of Bills 4/30/2020

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
ALPHA PAINTWORKS INC					
2020 HYDRANT PAINTING	14,800.00	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	042720	70200441
Vendor Total: \$14,800.00					
ARAMARK UNIFORM SERVICES					
MAT SERVICES - PD	25.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1592240002	28200002
MAT SERVICES - PD	25.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1592247397	28200002
MAT SERVICES - GMC	25.01	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1592239997	28200002
MAT SERVICES - GMC	25.01	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1592247392	28200002
MAT SERVICES - WWTF	33.56	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1592240003	28200002
MAT SERVICES - PW	57.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1592240005	28200002
MAT SERVICES - PW	57.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	1592247399	28200002
SHOP TOWELS	28.20	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	1592240004	29200008
SHOP TOWELS	28.20	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	1592247398	29200008
UNIFORM - GENERAL SERVICES	63.48	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	1592247394	50200146
UNIFORM - GENERAL SERVICES	79.93	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	1592247393	50200146
UNIFORMS - UTILITIES	38.98	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	1592247395	40200426
UNIFORMS - UTILITIES	90.97	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	1592247395	40200426
UNIFORM SERVICES WATER/SEWER	41.71	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	1592247396	40200403
UNIFORM SERVICES WATER/SEWER	41.71	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	1592247396	40200403
Vendor Total: \$660.76					
BENCHMARK SALES & SERVICE OF IL INC					
P-402 REBUILD	9,150.00	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	20-1059	70200444

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$9,150.00					
BONNELL INDUSTRIES INC					
TOP PUNCH CARRIAGE BOLTS	1,500.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	0190698-IN	29200148
Vendor Total: \$1,500.00					
BRANDON PUMP					
PANTS/BOOTS/SHIRTS/HANDCUFFS	497.81	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	4/28/20 PURCHASE	10200513
Vendor Total: \$497.81					
CARROLL SEATING COMPANY INC					
REPLACEMENT CABINET AND SINK	3,422.00	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	INV-1014005	70200446
Vendor Total: \$3,422.00					
CHICAGO PARTS & SOUND LLC					
CREDITS ON ACCOUNT	-561.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	ACCOUNT CREDITS	
BATTERY	359.88	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1-0139318	29200174
LENS COVERS	473.75	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	2-0000588	29200174
Vendor Total: \$272.63					
CHRISTOPHER B BURKE ENG LTD					
GRAND RESERVE CREEK DRAINAGE	60.50	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S2003	157764	40200484
RATT CREEK REACH 5 UTILITY STUDY	112.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	12900400-42232-	157766	40200483
DOWNTOWN STREETScape 1D HARRISON	1,438.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S2022	157761	40200486
DOWNTOWN STREETScape RIVERWALK	2,093.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S2022	157762	40200485
IN HOUSE ENGINEERING SERVICES	3,375.00	SEWER OPER - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	07800400-42232-	156560	40200470
IN HOUSE ENGINEERING SERVICES	2,250.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-	156560	40200470
IN HOUSE ENGINEERING SERVICES	13,500.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	12900400-42232-	156560	40200470
IN HOUSE ENGINEERING SERVICES	3,375.00	WATER OPER - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	07700400-42232-	156560	40200470
Vendor Total: \$26,203.50					
COMCAST CABLE COMMUNICATION					
WATER OPER - EXPENSE W&S BUSI					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
4/28/20-4/30/20 WTP #2	14.84	TELEPHONE	07700400-42210-	8771 10 002 0435820	10200018
Vendor Total: \$14.84					
DIAMOND INDUSTRIES LLC					
MICROSHIELD 360 PD UNITS	880.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	1168	29200183
Vendor Total: \$880.00					
DIRECT ENERGY MARKETING INC					
3/18/20-4/15/20 WTP #2	2,886.64	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	201120041860191	70200044
Vendor Total: \$2,886.64					
EAST JORDAN IRON WORKS INC					
STORM GRATE	245.02	GENERAL SERVICES PW - EXPENSE MAINT - STORM SEWER	01500300-44431-	110200020696	50200188
Vendor Total: \$245.02					
EBY GRAPHICS INC					
SQUAD 08 GRAPHICS	525.00	POLICE - EXPENSE PUB SAFETY CAPITAL PURCHASE	01200200-45590-	6331	20200187
SQUAD 09 GRAPHICS	525.00	POLICE - EXPENSE PUB SAFETY CAPITAL PURCHASE	01200200-45590-	6332	20200186
Vendor Total: \$1,050.00					
ENCAP INC					
WOODS CREEK REACH 2&3 MAINT	2,375.00	STREET IMPROV- EXPENSE PUBWRKS INFRASTRUCTURE MAINT IMPROV	04900300-43370-	6099	40200481
WOODS CREEK REACH 2&3 MAINT	2,728.50	STREET IMPROV- EXPENSE PUBWRKS INFRASTRUCTURE MAINT IMPROV	04900300-43370-	6098	40200479
CREEKS CROSSING MAINT	3,320.00	PARK IMPR - EXPENSE PUB WORKS INFRASTRUCTURE MAINT IMPROV	06900300-43370-	6100	40200480
Vendor Total: \$8,423.50					
ENGINEERING ENTERPRISES, INC					
PRV REPLACEMENT PROGRAM YEAR 1	1,920.25	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	12900400-42232-W2001	68836	40200490
WTP 2 & 3 HSP MOTOR REPLACEMENT	14,932.55	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	12900400-42232-W1722	68811	40200489
Vendor Total: \$16,852.80					
FISHER AUTO PARTS INC					
WINTER WIPER BLADES	8.49	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-525556	29200024
WINTER WIPER BLADES	23.76	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-525652	29200024
DISC BRAKE PADS & ROTORS	180.67	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-525522	29200024

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$212.92					
GOVTEMPSUSA LLC					
PARCH 4/20/20-5/1/20	834.75	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	3520163	30200096
Vendor Total: \$834.75					
GROOT INDUSTRIES INC					
APRIL GARBAGE STICKER SALES	195.00	GEN FUND BALANCE SHEET AP - GARBAGE STICKERS	01-20104-	5491057	10200020
Vendor Total: \$195.00					
H R GREEN INC					
SOUWANAS CREEK REACH 2	153.80	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S1843	134240	40200466
Vendor Total: \$153.80					
HALOGEN SUPPLY CO					
FOUNTAIN FILTER SAND	36.12	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	00548341	28200117
Vendor Total: \$36.12					
HD SUPPLY FACILITIES MAINTENANCE LTD					
RETURNED ELECTRODE JUNCTION	-163.60	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	045790	
WTP #3 ELECTRODE JUCTION	180.49	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	037508	70200438
Vendor Total: \$16.89					
HITCHCOCK DESIGN GROUP					
PARK AND RECREATION MASTER PLAN	7,679.88	PARK IMPR - EXPENSE PUB WORKS ENGINEERING/DESIGN SERVICES	06900300-42232-	24566	10200517
Vendor Total: \$7,679.88					
INDUSTRIAL SCIENTIFIC CORPORATION					
GAS MONITORING 2/22/20-3/21/20	196.42	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	2308612	70200093
GAS MONITORING 2/22/20-3/21/20	196.42	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	2308612	70200093
GAS MONITORING 3/22/20-4/21/20	196.42	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	2316796	70200093
GAS MONITORING 3/22/20-4/21/20	196.42	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	2316796	70200093
Vendor Total: \$785.68					
J & M FAB METALS INC					
GATE REPAIR	525.00	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	11797	50200183

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$525.00					
JOHN A RABER & ASSOCIATES INC					
CIP FUNDING ASSISTANCE APRIL 2020	3,000.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	1201734	10200235
Vendor Total: \$3,000.00					
JPMORGAN CHASE BANK NA					
BUCCI/SMART DOLLAR/PROGRAM ACCESS	2,400.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	04/30/2020	
CROOK/AMAZON/USB HUB,DVD	74.22	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	04/30/2020	
CROOK/AMAZON/USB HUB,DVD	9.28	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	04/30/2020	
CROOK/AMAZON/USB HUB,DVD	9.28	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	04/30/2020	
CROOK/AMAZON/MONITOR,SCANNER	1,044.61	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	04/30/2020	
CROOK/AMAZON/MONITOR,SCANNER	130.57	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	04/30/2020	
CROOK/AMAZON/MONITOR,SCANNER	130.57	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	04/30/2020	
CROOK/AMAZON/ADAPTER	12.72	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	04/30/2020	
CROOK/AMAZON/ADAPTER	1.59	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	04/30/2020	
CROOK/AMAZON/ADAPTER	1.59	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	04/30/2020	
CROOK/AMAZON/MONITOR,MICROPHONE,HU	868.68	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	04/30/2020	
CROOK/AMAZON/MONITOR,MICROPHONE,HU	108.58	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	04/30/2020	
CROOK/AMAZON/MONITOR,MICROPHONE,HU	108.58	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	04/30/2020	
CROOK/PMI.ORG/1 YEAR MEMBERSHIP	129.00	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	04/30/2020	
CROOK/AMAZON/IPAD CHARGERS	73.98	GENERAL SERVICES PW - EXPENSE IT EQUIPMENT & SUPPLIES	01500300-43333-	04/30/2020	
CROOK/ZOOM/MONTHLY FEE-20 USERS	6.97	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	04/30/2020	
CROOK/ZOOM/MONTHLY FEE-20 USERS	0.87	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	04/30/2020	
CROOK/ZOOM/MONTHLY FEE-20 USERS	0.87	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	04/30/2020	
GEN NONDEPT - EXPENSE GEN GOV					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
CROOK/AMAZON/STYLUS,LANYARD	324.44	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	04/30/2020	
		SEWER OPER - EXPENSE W&S BUSI			
CROOK/AMAZON/STYLUS,LANYARD	40.56	IT EQUIPMENT & SUPPLIES	07800400-43333-	04/30/2020	
		WATER OPER - EXPENSE W&S BUSI			
CROOK/AMAZON/STYLUS,LANYARD	40.56	IT EQUIPMENT & SUPPLIES	07700400-43333-	04/30/2020	
		SEWER OPER - EXPENSE W&S BUSI			
CROOK/ZOOM/UPGRADE FOR 20 USERS	12.90	IT EQUIPMENT & SUPPLIES	07800400-43333-	04/30/2020	
		WATER OPER - EXPENSE W&S BUSI			
CROOK/ZOOM/UPGRADE FOR 20 USERS	12.90	IT EQUIPMENT & SUPPLIES	07700400-43333-	04/30/2020	
		SEWER OPER - EXPENSE W&S BUSI			
CROOK/AMAZON/WIFI ROUTER-BUCCI	99.50	IT EQUIPMENT & SUPPLIES	07800400-43333-	04/30/2020	
		WATER OPER - EXPENSE W&S BUSI			
CROOK/AMAZON/WIFI ROUTER-BUCCI	99.50	IT EQUIPMENT & SUPPLIES	07700400-43333-	04/30/2020	
		SEWER OPER - EXPENSE W&S BUSI			
CROOK/ZOOM/MONTHLY CONFERENCING	364.90	IT EQUIPMENT & SUPPLIES	07800400-43333-	04/30/2020	
		WATER OPER - EXPENSE W&S BUSI			
CROOK/ZOOM/MONTHLY CONFERENCING	364.90	IT EQUIPMENT & SUPPLIES	07700400-43333-	04/30/2020	
		SEWER OPER - EXPENSE W&S BUSI			
CROOK/AMAZON/MOUSE PADS	35.55	IT EQUIPMENT & SUPPLIES	07800400-43333-	04/30/2020	
		WATER OPER - EXPENSE W&S BUSI			
CROOK/AMAZON/MOUSE PADS	35.55	IT EQUIPMENT & SUPPLIES	07700400-43333-	04/30/2020	
		PWA - EXPENSE PUB WORKS			
CROOK/AMAZON/ALEXA - MITCHARD	3.00	IT EQUIPMENT & SUPPLIES	01400300-43333-	04/30/2020	
		CDD - EXPENSE GEN GOV			
FARNUM/UNITED/CANCELLED FLIGHT	-575.80	TRAVEL/TRAINING/DUES	01300100-47740-	04/30/2020	
		CDD - EXPENSE GEN GOV			
FARNUM/UNITED/CANCELLED FLIGHTS	-261.00	TRAVEL/TRAINING/DUES	01300100-47740-	04/30/2020	
		BUILDING MAINT. BALANCE SHEET			
GRIGGEL/AMAZON/MOP HANDLE	12.00	INVENTORY	28-14220-	04/30/2020	
		BUILDING MAINT. BALANCE SHEET			
GRIGGEL/AMAZON/PLASTIC BOTTLES	79.98	INVENTORY	28-14220-	04/30/2020	
		BUILDING MAINT. BALANCE SHEET			
GRIGGEL/EPOXYTEC/HAND SANITIZER	762.58	INVENTORY	28-14220-	04/30/2020	
		BUILDING MAINT. BALANCE SHEET			
GRIGGEL/AMAZON/HAND SANITIZER	249.77	INVENTORY	28-14220-	04/30/2020	
		GENERAL SERVICES PW - EXPENSE			
GRIGGEL/AMAZON/SURGICAL MASKS	153.60	UNIFORMS & SAFETY ITEMS	01500300-47760-	04/30/2020	
		WATER OPER - EXPENSE W&S BUSI			
GRIGGEL/AMAZON/SURGICAL MASKS	153.60	UNIFORMS & SAFETY ITEMS	07700400-47760-	04/30/2020	
		SEWER OPER - EXPENSE W&S BUSI			
GRIGGEL/AMAZON/SURGICAL MASKS	215.96	UNIFORMS & SAFETY ITEMS	07800400-47760-	04/30/2020	
		BUILDING MAINT. BALANCE SHEET			
GRIGGEL/AMAZON/LUNCH BAGS	74.80	INVENTORY	28-14220-	04/30/2020	
		PWA - EXPENSE PUB WORKS			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
GRIGGEL/AMAZON/INK CARTRIDGE	74.98	OFFICE SUPPLIES	01400300-43308-	04/30/2020	
GRIGGEL/AMAZON/KIT BASON	112.18	SEWER OPER - EXPENSE W&S BUSI SMALL TOOLS & SUPPLIES	07800400-43320-	04/30/2020	
GRIGGEL/AC WHOLESALERS/POOL A/C	301.50	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	04/30/2020	
GRIGGEL/AC WHOLESALERS/POOL CONDENSE	683.78	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	04/30/2020	
GRIGGEL/AC WHOLESALERS/POOL COVER	27.49	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	04/30/2020	
GRIGGEL/AC WHOLESALERS/POOL LINE SET	180.82	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	04/30/2020	
GRIGGEL/SURPLUS SELECT/ENCLOSURE	98.37	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	04/30/2020	
GRIGGEL/SURPLUS SELECT/RETURNED ENCI	-98.37	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	04/30/2020	
GRIGGEL/AMAZON/ENCLOSURE	30.09	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	04/30/2020	
GRIGGEL/AMAZON/HAND SANITIZER	321.60	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	04/30/2020	
GRIGGEL/AMAZON/HAND SANITIZER	321.60	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	04/30/2020	
GRIGGEL/AMAZON/GLOVES	8.06	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	04/30/2020	
GRIGGEL/AMAZON/GLOVES	80.60	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	04/30/2020	
GRIGGEL/HUEMANN & SONS/WATER REPAIR	927.90	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	04/30/2020	
GRIGGEL/KULLY SUPPLY/VALVE ASSEMBLY	84.59	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	04/30/2020	
GRIGGEL/AMAZON/POOL FILTER SAND	251.93	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	04/30/2020	
GRIGGEL/AMAZON/ALOE GEL	49.98	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	04/30/2020	
KENNING/AMAZON/OLMSTEAD-BABY GIFT	44.78	VEHCL MAINT-REVENUE & EXPENSES TRAVEL/TRAINING/DUES	29900000-47740-	04/30/2020	
KUMBERA/FACEBOOK/EMPLOYMENT OUTREACH	28.41	GS ADMIN - EXPENSE GEN GOV PRINTING & ADVERTISING	01100100-42243-	04/30/2020	
MITCHARD/APWA/POSTER	35.88	PWA - EXPENSE PUB WORKS TRAVEL/TRAINING/DUES	01400300-47740-	04/30/2020	
MORGAN/AMAZON/AIR PURIFIERS	1,545.99	POLICE - EXPENSE PUB SAFETY MATERIALS	01200200-43309-	04/30/2020	
MORGAN/AMAZON/KRYSTAL UNIFORM	48.11	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	04/30/2020	
		POLICE - EXPENSE PUB SAFETY			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
MORGAN/AMAZON/KRYSTAL UNIFORM	6.29	UNIFORMS & SAFETY ITEMS	01200200-47760-	04/30/2020	
		POLICE - EXPENSE PUB SAFETY			
MORGAN/AMAZON/AIR PURIFIERS	1,396.00	MATERIALS	01200200-43309-	04/30/2020	
		POLICE - EXPENSE PUB SAFETY			
MORGAN/LIGHT IN THE BOX/SURGICAL MASK	692.75	MATERIALS	01200200-43309-	04/30/2020	
		POLICE - EXPENSE PUB SAFETY			
MORGAN/AMAZON/BAGS FOR PPE	18.49	OFFICE SUPPLIES	01200200-43308-	04/30/2020	
		POLICE - EXPENSE PUB SAFETY			
MORGAN/AMAZON/BAGS FOR PPE	35.18	OFFICE SUPPLIES	01200200-43308-	04/30/2020	
		POLICE - EXPENSE PUB SAFETY			
MORGAN/LIGHT IN THE BOX/SURGICAL MASK	195.74	OFFICE SUPPLIES	01200200-43308-	04/30/2020	
		POLICE - EXPENSE PUB SAFETY			
MORGAN/GENERAL MED DEV/GLOVES	218.00	MATERIALS	01200200-43309-	04/30/2020	
		POLICE - EXPENSE PUB SAFETY			
MORGAN/AMAZON/CLIPS FOR MASKS	29.96	MATERIALS	01200200-43309-	04/30/2020	
		POLICE - EXPENSE PUB SAFETY			
MORGAN/AMAZON/SURGICAL MASKS	179.96	OFFICE SUPPLIES	01200200-43308-	04/30/2020	
		POLICE - EXPENSE PUB SAFETY			
MORGAN/AMAZON/PPE POUCHES	407.76	UNIFORMS & SAFETY ITEMS	01200200-47760-	04/30/2020	
		POLICE - EXPENSE PUB SAFETY			
MORGAN/PIONEER PROD/N95 MASKS-HAND	1,071.99	OFFICE SUPPLIES	01200200-43308-	04/30/2020	
		GENERAL SERVICES PW - EXPENSE			
REIF/AMAZON/FACE BANDANAS	124.37	UNIFORMS & SAFETY ITEMS	01500300-47760-	04/30/2020	
		PWA - EXPENSE PUB WORKS			
REIF/AMAZON/FACE BANDANAS	38.27	UNIFORMS & SAFETY ITEMS	01400300-47760-	04/30/2020	
		SEWER OPER - EXPENSE W&S BUSI			
REIF/AMAZON/FACE BANDANAS	51.02	UNIFORMS & SAFETY ITEMS	07800400-47760-	04/30/2020	
		VEHCL MAINT-REVENUE & EXPENSES			
REIF/AMAZON/FACE BANDANAS	47.83	UNIFORMS & SAFETY ITEMS	29900000-47760-	04/30/2020	
		WATER OPER - EXPENSE W&S BUSI			
REIF/AMAZON/FACE BANDANAS	57.40	UNIFORMS & SAFETY ITEMS	07700400-47760-	04/30/2020	
		POLICE - EXPENSE PUB SAFETY			
SALAZAR/ILCC/2020-2021 BASSET LICENSE	306.75	TRAVEL/TRAINING/DUES	01200200-47740-	04/30/2020	
		POLICE - EXPENSE PUB SAFETY			
SALAZAR/SECOND CHANCE/AED REPLACEMENT	1,045.00	OFFICE FURNITURE & EQUIPMENT	01200200-43332-	04/30/2020	
		GS ADMIN - EXPENSE GEN GOV			
SKILLMAN/TYLER TECH/CONF REFUND	-975.00	TRAVEL/TRAINING/DUES	01100100-47740-	04/30/2020	
		GEN NONDEPT - EXPENSE GEN GOV			
WALKER T/AMAZON/THERMOMETERS	633.96	TRAVEL/TRAINING/DUES	01900100-47740-	04/30/2020	
		POLICE - EXPENSE PUB SAFETY			
WILKIN/MEIJER/TRAVEL BOTTLES	67.34	MATERIALS	01200200-43309-	04/30/2020	
		POLICE - EXPENSE PUB SAFETY			
WILKIN/FASTENAL/MASKS	197.48	MATERIALS	01200200-43309-	04/30/2020	
Vendor Total: \$18,418.52					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
LAI LTD					
MECHANICAL MAINT	82.77	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	20-17378	70200440
Vendor Total: \$82.77					
LAUTERBACH & AMEN LLP					
PAYROLL SERVICES FOR APRIL 2020	3,160.58	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	45241	10200212
PAYROLL SERVICES FOR APRIL 2020	817.21	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	45241	10200212
PAYROLL SERVICES FOR APRIL 2020	817.21	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	45241	10200212
Vendor Total: \$4,795.00					
LEACH ENTERPRISES INC					
OIL CAP	14.58	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	959728	29200011
Vendor Total: \$14.58					
MANSFIELD OIL COMPANY					
FUEL	1,640.54	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	21771025	29200015
FUEL	2,229.31	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	21771024	29200015
Vendor Total: \$3,869.85					
MARTAM CONSTRUCTION INC					
IEPA - DOWNTOWN STREETSCAPE STAGE 2	42,044.70	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-	13287	10200516
IEPA - DOWNTOWN STREETSCAPE STAGE 2	178,616.63	W & S IMPR. - EXPENSE W&S BUSI WASTEWATER COLLECTION	12900400-45526-W1755	13287	10200516
Vendor Total: \$220,661.33					
METRO STRATEGIES INC					
APRIL 2020 SUPPORT	1,500.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-	ALPW-10	40200138
APRIL 2020 SUPPORT	1,500.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	12900400-42232-	ALPW-10	40200138
Vendor Total: \$3,000.00					
MUNICIPAL COLLECTION SERVICES INC					
COLLECTION FEE APRIL 2020	92.50	GEN FUND BALANCE SHEET AP - COLLECTION SERVICES	01-20115-	016564	10200234
Vendor Total: \$92.50					
NAPA AUTO SUPPLY ALGONQUIN					
ELECTRO FLASHER	13.76	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	074249	29200016

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$13.76					
ONE TIME PAY					
HYDRANT METER REFUND-LONGMEADOW PI	1,370.00	WATER & SEWER BALANCE SHEET DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND	
Vendor Total: \$1,370.00					
PDC LABORATORIES INC					
LAB TESTING	268.00	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	I9414097	70200012
Vendor Total: \$268.00					
PRECISION MIDWEST					
TRIMBLE R2 GPS RECEIVER	3,763.50	GENERAL SERVICES PW - EXPENSE IT EQUIPMENT & SUPPLIES	01500300-43333-	0016110-IN	10200507
TRIMBLE R2 GPS RECEIVER	3,763.50	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	0016110-IN	10200507
TRIMBLE R2 GPS RECEIVER	3,763.50	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	0016110-IN	10200507
Vendor Total: \$11,290.50					
RALPH HELM INC					
REPAIR UNIT 6PPS7	132.99	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	112737	10200512
Vendor Total: \$132.99					
RAY O'HERRON CO INC					
UNIFORM PURCHASE - PD STOCK	66.99	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2021009-IN	20200002
UNIFORM PURCHASE - SEEGER'S	74.63	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2021008-IN	20200002
Vendor Total: \$141.62					
SHAW SUBURBAN MEDIA GROUP					
LEGAL NOTICE - SALE OF UNCLAIMED	49.00	POLICE - EXPENSE PUB SAFETY PRINTING & ADVERTISING	01200200-42243-	851480	20200188
MAKERS PARK BIKE PATH	690.86	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-S2061	042010287	40200482
Vendor Total: \$739.86					
STANDARD EQUIPMENT COMPANY					
ANTI-SPLASH MAN	470.82	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	P21483	29200185
Vendor Total: \$470.82					
STAPLES ADVANTAGE					
PAPER/CREDIT CARD MACHINE TAPES	111.56	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	3446055208	10200026

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
DISH SOAP	25.38	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3446411581	28200011
PAPER CUPS/SOAP DISPENSER	52.34	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3446411579	28200011
PAPER TOWELS	147.30	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3446411580	28200011
HAND WIPES	13.96	POLICE - EXPENSE PUB SAFETY MATERIALS	01200200-43309-	3446055212	10200514
HAND SANITIZER	36.19	POLICE - EXPENSE PUB SAFETY MATERIALS	01200200-43309-	3446055210	10200514
Vendor Total: \$386.73					
STEVEN SKRODZKI					
BOOTS/HANDCUFFS/KEYS	228.66	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	4/25/20 PURCHASES	20200184
Vendor Total: \$228.66					
THIRD MILLENNIUM ASSOCIATES					
INTERNET E-PAY APRIL 2020	300.00	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	24702	10200027
INTERNET E-PAY APRIL 2020	300.00	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	24702	10200027
4/21/2020 UTILITY BILL	1,829.29	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	24701	10200510
4/21/2020 UTILITY BILL	1,829.30	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	24701	10200510
Vendor Total: \$4,258.59					
TITAN SUPPLY					
WIPES/TP/HAND TOWELS/FORKS/KNIVES	1,578.40	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	26893	28200116
Vendor Total: \$1,578.40					
TRAFFIC & PARKING CONTROL CO					
SIGN MATERIAL	119.22	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	1658428	40200488
SIGN MACHINE UPGRADE	1,590.00	GENERAL SERVICES PW - EXPENSE CAPITAL PURCHASE	01500300-45590-	1663981	40200487
Vendor Total: \$1,709.22					
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC					
INVESTIGATIVE SOFTWARE APRIL 2020	160.00	POLICE - EXPENSE PUB SAFETY EQUIPMENT RENTAL	01200200-42270-	224039-202004-1	20200190
Vendor Total: \$160.00					
TRI-R SYSTEMS INC					
SEWER OPER - EXPENSE W&S BUSI					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
PROFESSIONAL SERVICES	2,040.00	PROFESSIONAL SERVICES	07800400-42234-	005021	70200443
TREATMENT FACILITY ELECTRICAL	3,295.00	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	005020	70200442
Vendor Total: \$5,335.00					
TROTTER & ASSOCIATES INC					
STORM SEWER MAINTENANCE	312.22	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-	16948	40200477
DOWNTOWN STREETSCAPE STAGE 3	2,894.28	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	12900400-42232-W1942	16945	40200475
DOWNTOWN STREETSCAPE STAGE 3	357.72	ENGINEERING/DESIGN SERVICES	12900400-42232-W1952	16945	40200475
DOWNTOWN STREETSCAPE STAGE 2	9,845.50	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	12900400-42232-W1753	16947	40200473
STORM SEWER MAINTENANCE	12,237.31	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICES	04900300-42232-	16937	40200476
DOWNTOWN STREETSCAPE STAGE 3	18,319.73	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	12900400-42232-W1942	16936	40200474
DOWNTOWN STREETSCAPE STAGE 3	2,264.23	ENGINEERING/DESIGN SERVICES	12900400-42232-W1952	16936	40200474
WWTP IMPROVEMENTS PHASE 6B	43,420.39	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICES	12900400-42232-W1841	16954	40200471
Vendor Total: \$89,651.38					
ULINE INC					
MASK WITH EYE SHIELD	21.60	BLDG MAINT- REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	28900000-47760-	118806225	10200515
MASK WITH EYE SHIELD	43.82	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	118806225	10200515
MASK WITH EYE SHIELD	21.60	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	118806225	10200515
MASK WITH EYE SHIELD	21.60	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	118806225	10200515
MASK WITH EYE SHIELD	21.60	VEHCL MAINT-REVENUE & EXPENSES UNIFORMS & SAFETY ITEMS	29900000-47760-	118806225	10200515
MASK WITH EYE SHIELD	21.60	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	118806225	10200515
Vendor Total: \$151.82					
ULTRA STROBE COMMUNICATIONS INC					
EQUIPMENT REMOVAL SQUAD 91	300.00	POLICE - EXPENSE PUB SAFETY CAPITAL PURCHASE	01200200-45590-	077256	20200189
Vendor Total: \$300.00					
VILLAGE OF ALGONQUIN					
PETTY CASH REIMBURSEMENT	24.72	POLICE - EXPENSE PUB SAFETY PROFESSIONAL SERVICES	01200200-42234-	4/28/20 REQUEST	20200185
PETTY CASH REIMBURSEMENT	7.48	MATERIALS	01200200-43309-	4/28/20 REQUEST	20200185

Vendor					
Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
PETTY CASH REIMBURSEMENT	20.00	TRAVEL/TRAINING/DUES	01200200-47740-	4/28/20 REQUEST	20200185
		POLICE - EXPENSE PUB SAFETY			
PETTY CASH REIMBURSEMENT	96.00	TRAVEL/TRAINING/DUES	01200200-47740-	04/30/20 REQUEST	20200183
Vendor Total: \$148.20					
WELCH BROS INC					
		GENERAL SERVICES PW - EXPENSE			
WOODS CREEK FOOT BRIDGE CAULK	166.20	SMALL TOOLS & SUPPLIES	01500300-43320-	3082256	50200187
Vendor Total: \$166.20					
WILO USA LLC					
		SEWER OPER - EXPENSE W&S BUSI			
BNR RECIRCULATION PUMP RZP50-3	9,800.00	MAINT - TREATMENT FACILITY	07800400-44412-	203075013	70200086
Vendor Total: \$9,800.00					
REPORT TOTAL: \$479,535.84					

Village of Algonquin

List of Bills 4/30/2020

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	30,681.40
04	STREET IMPROVEMENT	67,883.89
06	PARK IMPROVEMENT	10,999.88
07	WATER & SEWER	70,427.21
12	WATER & SEWER IMPROVEM	287,683.28
28	BUILDING MAINT. SERVICE	4,231.05
29	VEHICLE MAINT. SERVICE	7,629.13
TOTAL ALL FUNDS		479,535.84

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

DATE: _____

APPROVED BY: _____

Village of Algonquin

List of Bills 5/19/2020

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
ACL LABORATORIES A WHALEY LAB DIR					
UB 2098645 1449 MERCHANT	10.00	WATER & SEWER BALANCE SHEET AR - WATER BILLING	07-12110-	101614	
Vendor Total: \$10.00					
AMANDA RICELY					
UB 3106141 2334 DAWSON	847.88	WATER & SEWER BALANCE SHEET AR - WATER BILLING	07-12110-	101629	
Vendor Total: \$847.88					
AMERICAN WATER WORKS ASSN					
PW EMPLOYEES 5/1/20-4/30/21 TRAINING	477.00	SEWER OPER - EXPENSE W&S BUSI TRAVEL/TRAINING/DUES	07800400-47740-	90000042420	70210001
Vendor Total: \$477.00					
ANDREA KRAUSS					
UB 3046150 740 MAJESTIC	50.05	WATER & SEWER BALANCE SHEET AR - WATER BILLING	07-12110-	101626	
Vendor Total: \$50.05					
ANDREW KOVARI					
UB 1053447 831 PERRY	2.67	WATER & SEWER BALANCE SHEET AR - WATER BILLING	07-12110-	101617	
Vendor Total: \$2.67					
AZTECA SYSTEMS INC					
FY21 CITYWORKS 1-YEAR RENEWAL	11,000.00	GENERAL SERVICES PW - EXPENSE IT EQUIPMENT & SUPPLIES	01500300-43333-	INV2296	10210046
FY21 CITYWORKS 1-YEAR RENEWAL	5,500.00	PWA - EXPENSE PUB WORKS IT EQUIPMENT & SUPPLIES	01400300-43333-	INV2296	10210046
FY21 CITYWORKS 1-YEAR RENEWAL	8,250.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	INV2296	10210046
FY21 CITYWORKS 1-YEAR RENEWAL	8,250.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	INV2296	10210046
Vendor Total: \$33,000.00					
BIKRAM SINGH					
UB 3056836 4161 BUNKER HILL	5.00	WATER & SEWER BALANCE SHEET AR - WATER BILLING	07-12110-	101621	
UB 3056836 4161 BUNKER HILL	5.00	AR - WATER BILLING	07-12110-	101621	
UB 3056836 4161 BUNKER HILL	5.00	WATER & SEWER BALANCE SHEET AR - WATER BILLING	07-12110-	101622	
UB 3056836 4161 BUNKER HILL	5.00	AR - WATER BILLING	07-12110-	101622	
WATER & SEWER BALANCE SHEET					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UB 3056836 4161 BUNKER HILL	5.00	AR - WATER BILLING	07-12110-	101623	
UB 3056836 4161 BUNKER HILL	5.00	AR - WATER BILLING	07-12110-	101623	
		WATER & SEWER BALANCE SHEET			
UB 3056836 4161 BUNKER HILL	5.00	AR - WATER BILLING	07-12110-	101624	
UB 3056836 4161 BUNKER HILL	5.00	AR - WATER BILLING	07-12110-	101624	
		WATER & SEWER BALANCE SHEET			
UB 3056836 4161 BUNKER HILL	62.75	AR - WATER BILLING	07-12110-	101625	
Vendor Total: \$102.75					
BS AND T					
		GENERAL SERVICES PW - EXPENSE			
AQUATIC WEED CONTROL	12,572.15	PROFESSIONAL SERVICES	01500300-42234-	30601-20	50210001
Vendor Total: \$12,572.15					
CALL ONE INC					
		BLDG MAINT- REVENUE & EXPENSES			
5/15/20 STATEMENT	125.05	TELEPHONE	28900000-42210-	244745	10210049
		CDD - EXPENSE GEN GOV			
5/15/20 STATEMENT	358.06	TELEPHONE	01300100-42210-	244745	10210049
		GENERAL SERVICES PW - EXPENSE			
5/15/20 STATEMENT	378.65	TELEPHONE	01500300-42210-	244745	10210049
		GS ADMIN - EXPENSE GEN GOV			
5/15/20 STATEMENT	638.86	TELEPHONE	01100100-42210-	244745	10210049
		POLICE - EXPENSE PUB SAFETY			
5/15/20 STATEMENT	931.47	TELEPHONE	01200200-42210-	244745	10210049
5/15/20 STATEMENT	4,415.89	ALARM LINES	01200200-42215-	244745	10210049
		PWA - EXPENSE PUB WORKS			
5/15/20 STATEMENT	142.82	TELEPHONE	01400300-42210-	244745	10210049
		SEWER OPER - EXPENSE W&S BUSI			
5/15/20 STATEMENT	137.62	TELEPHONE	07800400-42210-	244745	10210049
		SWIMMING POOL -EXPENSE GEN GOV			
5/15/20 STATEMENT	39.34	TELEPHONE	05900100-42210-	244745	10210049
		VEHCL MAINT-REVENUE & EXPENSES			
5/15/20 STATEMENT	130.96	TELEPHONE	29900000-42210-	244745	10210049
		WATER OPER - EXPENSE W&S BUSI			
5/15/20 STATEMENT	479.75	TELEPHONE	07700400-42210-	244745	10210049
Vendor Total: \$7,778.47					
COMCAST CABLE COMMUNICATION					
		WATER OPER - EXPENSE W&S BUSI			
5/1/20-5/27/20 WTP #2	133.51	TELEPHONE	07700400-42210-	8771 10 002 0435820	10210034
Vendor Total: \$133.51					
COMPLETE CLEANING CO INC					
		BUILDING MAINT. BALANCE SHEET			
CLEANING SERVICES - HV/H	490.00	OUTSOURCED INVENTORY	28-14240-	C13845	28210017

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
CLEANING SERVICES - WWTF	652.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C13842	28210017
CLEANING SERVICES - PW	1,168.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C13843	28210017
CLEANING SERVICES - GMC	2,247.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C13844	28210017
Vendor Total: \$4,557.00					
CORE & MAIN LP					
SENSUS METER EQUIPMENT	3,612.50	SEWER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07800400-43348-	M294006	70210002
SENSUS METER EQUIPMENT	3,612.50	WATER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07700400-43348-	M294006	70210002
RETURNED SENSUS METER EQUIPMENT	-3,612.50	SEWER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07800400-43348-	M293943	
RETURNED SENSUS METER EQUIPMENT	-3,612.50	WATER OPER - EXPENSE W&S BUSI METERS & METER SUPPLIES	07700400-43348-	M293943	
STORM SEWER PATCH	14.73	GENERAL SERVICES PW - EXPENSE MAINT - STORM SEWER	01500300-44431-	M304676	50210003
RETURNED STEM KITS	-7,930.00	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	M278248	
STEM KITS	7,930.00	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	L943151	
Vendor Total: \$14.73					
DLS INTERNET SERVICES					
AT&T BROADBAND 5/25/20-6/25/20	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1580165	10210004
AT&T BROADBAND 5/25/20-6/25/20	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1580165	10210004
AT&T BROADBAND 5/25/20-6/25/20	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1580165	10210004
AT&T BROADBAND 5/25/20-6/25/20	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1580193	10210004
AT&T BROADBAND 5/25/20-6/25/20	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1580193	10210004
AT&T BROADBAND 5/25/20-6/25/20	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1580193	10210004
AT&T BROADBAND 5/25/20-6/25/20	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1580196	10210004
AT&T BROADBAND 5/25/20-6/25/20	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1580196	10210004
AT&T BROADBAND 5/25/20-6/25/20	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1580196	10210004
GEN NONDEPT - EXPENSE GEN GOV					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
AT&T BROADBAND 5/25/20-6/25/20	40.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1580194	10210004
		SEWER OPER - EXPENSE W&S BUSI			
AT&T BROADBAND 5/25/20-6/25/20	5.00	IT EQUIPMENT & SUPPLIES	07800400-43333-	1580194	10210004
		WATER OPER - EXPENSE W&S BUSI			
AT&T BROADBAND 5/25/20-6/25/20	5.00	IT EQUIPMENT & SUPPLIES	07700400-43333-	1580194	10210004
		GEN NONDEPT - EXPENSE GEN GOV			
AT&T BROADBAND 5/25/20-6/25/20	119.19	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1580192	10210004
		SEWER OPER - EXPENSE W&S BUSI			
AT&T BROADBAND 5/25/20-6/25/20	14.90	IT EQUIPMENT & SUPPLIES	07800400-43333-	1580192	10210004
		WATER OPER - EXPENSE W&S BUSI			
AT&T BROADBAND 5/25/20-6/25/20	14.90	IT EQUIPMENT & SUPPLIES	07700400-43333-	1580192	10210004
		GEN NONDEPT - EXPENSE GEN GOV			
AT&T BROADBAND 5/25/20-6/25/20	119.19	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1580195	10210004
		SEWER OPER - EXPENSE W&S BUSI			
AT&T BROADBAND 5/25/20-6/25/20	14.90	IT EQUIPMENT & SUPPLIES	07800400-43333-	1580195	10210004
		WATER OPER - EXPENSE W&S BUSI			
AT&T BROADBAND 5/25/20-6/25/20	14.90	IT EQUIPMENT & SUPPLIES	07700400-43333-	1580195	10210004
Vendor Total: \$377.98					
DON BAUMGARTNER					
		WATER & SEWER BALANCE SHEET			
UB 2080698 20 CENTER	53.40	AR - WATER BILLING	07-12110-	101628	
Vendor Total: \$53.40					
ELM STREET HOMES LLC					
		WATER & SEWER BALANCE SHEET			
UB 1074486 700 HACKBERRY	20.00	AR - WATER BILLING	07-12110-	101615	
Vendor Total: \$20.00					
ENTERPRISE FM TRUST					
		BLDG MAINT- REVENUE & EXPENSES			
PRINCIPAL	802.14	LEASES - NON CAPITAL	28900000-42272-	FBN3955362	
		CDD - EXPENSE GEN GOV			
PRINCIPAL	1,498.79	LEASES - NON CAPITAL	01300100-42272-	FBN3955362	
		GENERAL SERVICES PW - EXPENSE			
PRINCIPAL	748.18	LEASES - NON CAPITAL	01500300-42272-	FBN3955362	
		GS ADMIN - EXPENSE GEN GOV			
PRINCIPAL	589.88	LEASES - NON CAPITAL	01100100-42272-	FBN3955362	
		POLICE - EXPENSE PUB SAFETY			
PRINCIPAL	572.67	LEASES - NON CAPITAL	01200200-42272-	FBN3955362	
		PWA - EXPENSE PUB WORKS			
PRINCIPAL	215.79	LEASES - NON CAPITAL	01400300-42272-	FBN3955362	
		SEWER OPER - EXPENSE W&S BUSI			
PRINCIPAL	734.73	LEASES - NON CAPITAL	07800400-42272-	FBN3955362	
		VEHCL MAINT-REVENUE & EXPENSES			
PRINCIPAL	187.04	LEASES - NON CAPITAL	29900000-42272-	FBN3955362	

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
PRINCIPAL	1,109.64	WATER OPER - EXPENSE W&S BUSI LEASES - NON CAPITAL	07700400-42272-	FBN3955362	
INTEREST	163.83	BLDG MAINT- REVENUE & EXPENSES INTEREST EXPENSE	28900000-47790-	FBN3955362	
INTEREST	353.77	CDD - INTEREST EXPENSE INTEREST EXPENSE	01300600-47790-	FBN3955362	
INTEREST	176.58	GENERAL SERVICES PW - INTEREST INTEREST EXPENSE	01500600-47790-	FBN3955362	
INTEREST	146.82	INTEREST EXPENSE - GEN GOV INTEREST EXPENSE	01100600-47790-	FBN3955362	
INTEREST	162.28	POLICE - INTEREST EXPENSE INTEREST EXPENSE	01200600-47790-	FBN3955362	
INTEREST	58.53	PUBLIC WORKS ADMIN - INT EXP INTEREST EXPENSE	01400600-47790-	FBN3955362	
INTEREST	167.51	SEWER OPER - INTEREST EXPENSE INTEREST EXPENSE	07800600-47790-	FBN3955362	
INTEREST	44.14	VEHCL MAINT-REVENUE & EXPENSES INTEREST EXPENSE	29900000-47790-	FBN3955362	
INTEREST	223.72	WATER OPER - INTEREST EXPENSE INTEREST EXPENSE	07700600-47790-	FBN3955362	
Vendor Total: \$7,956.04					
IT SUPPLIES INC					
SIGN MATERIALS	200.00	GENERAL SERVICES PW - EXPENSE SIGN PROGRAM	01500300-43366-	ITS000000487099	50210004
Vendor Total: \$200.00					
KANE COUNTY CHIEFS OF POLICE					
2020/2021 DUES	750.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	1157	20210003
Vendor Total: \$750.00					
LESLIE HEREDIA					
UB 1074420 721 GLACIER	33.40	WATER & SEWER BALANCE SHEET AR - WATER BILLING	07-12110-	101627	
Vendor Total: \$33.40					
LEXIPOL LLC					
2020/2021 SUBSCRIPTION	11,742.00	POLICE - EXPENSE PUB SAFETY PROFESSIONAL SERVICES	01200200-42234-	INV411	20210001
Vendor Total: \$11,742.00					
LINDSEY OROS					
UB 3085598 1347 ESSEX	21.35	WATER & SEWER BALANCE SHEET AR - WATER BILLING	07-12110-	101620	
Vendor Total: \$21.35					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
MOORE LANDSCAPES LLC					
LANDSCAPING SERVICES MAY 2020	15,161.16	GENERAL SERVICES PW - EXPENSE PROFESSIONAL SERVICES	01500300-42234-	15590	50210002
Vendor Total: \$15,161.16					
MOTOROLA SOLUTIONS INC					
MAY 2020 STARCOM AIRTIME	1,772.00	POLICE - EXPENSE PUB SAFETY ALARM LINES	01200200-42215-	4944820200331	20210004
Vendor Total: \$1,772.00					
NORTH EAST MULTI REGIONAL TRAINING					
2020/2021 MEMBERSHIP FEES	4,465.00	POLICE - EXPENSE PUB SAFETY TRAVEL/TRAINING/DUES	01200200-47740-	271866	20210005
Vendor Total: \$4,465.00					
RC SYSTEMS INC					
RECPRO ANNUAL MAINT 6/1/20-5/31/21	3,100.00	RECREATION - EXPENSE GEN GOV IT EQUIPMENT & SUPPLIES	01101100-43333-	18451	10210043
Vendor Total: \$3,100.00					
RED WING SHOE STORE					
BOOTS - MILLER	100.00	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	955-1-38501	70210003
BOOTS - MILLER	100.00	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	955-1-38501	70210003
Vendor Total: \$200.00					
SEVEN GENERATIONS AHEAD					
SPONSOR FOX VALLEY SUSTAINABILITY	250.00	CDD - EXPENSE GEN GOV ECONOMIC DEVELOPMENT	01300100-47710-	003FVSN	30210001
Vendor Total: \$250.00					
SONITROL CHICAGOLAND NORTH					
ACCESS SYSTEM MAINT 5/1/20-4/30/21	13,047.84	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	457979	28210007
Vendor Total: \$13,047.84					
SOUTHEAST EMERGENCY COMMUNICATION					
QTRLY BILLING MAY/JUNE/JULY 2020	144,265.45	POLICE - EXPENSE PUB SAFETY SEECOM	01200200-42250-	1227	10210048
Vendor Total: \$144,265.45					
STAPLES ADVANTAGE					
PAPER TOWELS	149.24	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	3446411582	28210008
Vendor Total: \$149.24					
SUSAN GRAY					
		WATER & SEWER BALANCE SHEET			

Vendor					
Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
UB 1148218 304 LAKE GILLILAN	7.00	AR - WATER BILLING	07-12110-	101619	
Vendor Total: \$7.00					
THOMAS SINDEWALD					
		WATER & SEWER BALANCE SHEET			
UB 3106121 2388 DAWSON	10.00	AR - WATER BILLING	07-12110-	101618	
Vendor Total: \$10.00					
TODAYS UNIFORMS					
		POLICE - EXPENSE PUB SAFETY			
VERGARA UNIFORM	49.00	UNIFORMS & SAFETY ITEMS	01200200-47760-	187210	20210002
Vendor Total: \$49.00					
TONYA M STRATEJCRUK					
		WATER & SEWER BALANCE SHEET			
UB 2080648 305 BEACH	35.70	AR - WATER BILLING	07-12110-	101616	
Vendor Total: \$35.70					
ULTRA STROBE COMMUNICATIONS INC					
		POLICE - EXPENSE PUB SAFETY			
SQUAD 86 EQUIPMENT REMOVAL	300.00	CAPITAL PURCHASE	01200200-45590-	077284	20210006
		POLICE - EXPENSE PUB SAFETY			
SQUAD 09 EQUIPMENT INSTALLATION	2,157.75	CAPITAL PURCHASE	01200200-45590-	077263	20210006
Vendor Total: \$2,457.75					
WATER PRODUCTS CO AURORA					
		WATER OPER - EXPENSE W&S BUSI			
HYDRANT OIL	498.00	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0295158	70210004
		WATER OPER - EXPENSE W&S BUSI			
RETURNED HYDRANT PARTS	-3,346.00	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0295035	
		WATER OPER - EXPENSE W&S BUSI			
HYDRANT PARTS	3,346.00	MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0294942	
Vendor Total: \$498.00					
REPORT TOTAL: \$266,168.52					

Village of Algonquin

List of Bills 5/19/2020

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	224,990.66
05	SWIMMING POOL	39.34
07	WATER & SEWER	21,931.28
28	BUILDING MAINT. SERVICE	18,845.10
29	VEHICLE MAINT. SERVICE	362.14
		<hr/>
TOTAL ALL FUNDS		266,168.52 <hr/> <hr/>

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

DATE:_____

APPROVED BY:_____



VILLAGE OF ALGONQUIN SCHEDULE OF MEETINGS

May 18, 2020

THE FOLLOWING MEETINGS ARE SCHEDULED TO BE HELD REMOTELY, PLEASE CHECK WWW.ALGONQUIN.ORG FOR THE REMOTE LOG IN AND MEETING INFORMATION. FULL AGENDAS FOR MEETINGS WILL BE POSTED, AS REQUIRED BY LAW, NOT LESS THAN FOURTY-EIGHT HOURS PRIOR TO THE SCHEDULED MEETING.

May 19, 2020	Tuesday	7:30 PM	Village Board Meeting	REMOTE
May 19, 2020	Tuesday	7:45 PM	Committee of the Whole Meeting	REMOTE
May 21, 2020	Thursday	7:00 PM	Public Arts Commission Meeting	REMOTE
May 23, 2020	Saturday	8:30 AM	Historic Commission Workshop – Cancelled	N/A
June 2, 2020	Tuesday	7:30 PM	Village Board Meeting	REMOTE

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

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

**THIRD CONTINUATION OF
PROCLAMATION OF LOCAL DISASTER EMERGENCY
IN THE VILLAGE OF ALGONQUIN, ILLINOIS**

On March 17, 2020, the President of the Village of Algonquin issued a Proclamation of Local Disaster Emergency in response to the well-publicized Coronavirus disease 2019 (COVID-19) for a limited timeframe of seven (7) days. On March 17, 2020 and April 7, 2020, the President of the Village of Algonquin and the Village Board continued the Proclamation with the most recent Proclamation in effect until May 19, 2020.

In accordance with the Illinois Emergency Management Act, 20 ILCS 3305/1, *et seq.*, and the Municipal Code, Village of Algonquin, Illinois, Chapter 8, Emergency Services and Disaster Agency, I, John C. Schmitt, President of the Village of Algonquin, and the Village Board do hereby proclaim that a local disaster emergency still exists in the Village of Algonquin due to ongoing Coronavirus disease 2019 (COVID-19) concerns in the Village of Algonquin and McHenry and Kane Counties. The purpose is to activate the response and recovery aspects of any and all applicable local or interjurisdictional disaster emergency plans, to authorize the furnishing of aid and assistance thereunder, and to bring this to as quick of a conclusion as possible.

The Village of Algonquin's emergency operations plans are hereby activated for the best interest of the residents of the Village of Algonquin.

This Proclamation is effective the 19th day of May 2020 and shall continue to June 16, 2020.

Voting Aye:

Voting Nay:

Absent:

Abstain:

APPROVED:

(SEAL)

Village President John C. Schmitt

ATTEST: _____
Village Clerk Gerald S. Kautz

Passed: _____

Approved: _____

Z:\A\AlgonquinVillageof\COVID-19\Coronavirus 3rd Cont Proclamation of Disaster VB.docx



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: May 15, 2020

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbara, Assistant Village Manager

SUBJECT: *Financial Resiliency Plan: Stage 1 & 2 Actions*

As part of the Financial Resiliency Plan, Department Heads have preliminarily identified several actions to implement in an effort to reduce expenditures for the FY21 budget. At this time, the scope of this memo is limited to Stage 1 and Stage 2 actions for the General Fund. In total, \$1.49 million of expenditures (7.4% of budgeted current revenues) have been identified. Please note that this total does not include expenditures that were budgeted that utilized designated fund balance (i.e. Public Art Fund, Vehicle Replacement Fund).

Staff will provide the Village Board a financial update at their meeting on May 19 to augment the April 2020 Village Treasurer's Report that is included in the meeting packets.

Attachment (1)

<u>Item</u>	<u>Impact</u>
Freeze Vacant Senior Planner Position	\$ 116,200.00
Freeze Vacant Building Inspector Position	\$ 105,100.00
Defer Comprehensive Plan Update Project	\$ 100,000.00
Merit Compensation (5/1) Deferrment (Six Month Scenario)	\$ 90,600.00
Defer Purchase of Telehandler	\$ 76,000.00
Freeze New FT Property Maintenance Inspector Position	\$ 75,900.00
Eliminate Seasonal Worker (10) Positions	\$ 75,500.00
Defer Squad 86 Replacement	\$ 71,000.00
Defer Squad 87 Replacment	\$ 71,000.00
Freeze Vacant Police Officer Position	\$ 70,600.00
Insource Landscape Maintenance Contract	\$ 65,000.00
Reduce Training/Travel Expenses	\$ 48,860.00
Defer Laptop and PC Replacements	\$ 46,400.00
Freeze Vacant PT Customer Service/Office Assistant Positions (2)	\$ 43,100.00
Reduce Tree Trimming Contract	\$ 43,000.00
Defer purchase of Bazos eCitation software	\$ 37,000.00
Defer purchase of Bazos eCrash software	\$ 27,000.00
Freeze PT Management Intern Position	\$ 26,100.00
Defer replacement of Dugout Roofs at Holder and Presidential Parks	\$ 26,000.00
Defer Vehicle 91 Replacement	\$ 26,000.00
Defer engaging Public Relations/Communciations firm for Village-wide communications.	\$ 20,000.00
Eliminate PT Management Intern Position (NIU)	\$ 20,000.00
Defer purchase of Arbitrator 360 FTP (video storage)	\$ 17,800.00
Defer Replacement of Riverfront Park Gazebo Roof	\$ 16,500.00
Freeze New PT Property Maintenance Inspector Position	\$ 16,100.00
Defer Purchase of two (2) Tipdeck Trailers	\$ 15,000.00
Insource Park Restroom Cleaning Services	\$ 15,000.00
Reduce Uniform Expenses for new Officer(s)	\$ 12,500.00
Defer Play Surface Mulch Installation	\$ 12,000.00
Defer Purchase of Reflectometer	\$ 10,000.00
Eliminated Purchase of GPS Rover (FY20 Purchase)	\$ 10,000.00
Reduce Recreation Programming Expenses	\$ 10,000.00
Defer CD Conference Room Technology Upgrades	\$ 8,800.00
Defer PW Lunch Room Technology Upgrades	\$ 8,800.00
Eliminate Scheduling Software Integration Costs	\$ 7,700.00
Insource Monthly Accounting Services	\$ 5,600.00
Defer Drinking Fountain Replacements (2)	\$ 5,500.00
Reduce expenses for community programs, including National Night Out and Special Olympics	\$ 5,000.00
Eliminiat Pre-Employment Items (Hiring Freeze)	\$ 3,600.00
Defer Village Board Room Technology Upgrades	\$ 3,000.00
Reduces Expenses for Drug Tests and Flu Shots	\$ 3,000.00
Suspend Tuition Reimbursement for Non-Union Employees	\$ 3,000.00
Cancel Storage Unit Rental (Old Town)	\$ 2,600.00
Eliminate Nursery Supplies	\$ 2,200.00
Defer Picnic Table Maintenance (Supplies)	\$ 2,000.00
Reduce Street Light Knockdown Contingency	\$ 2,000.00
Reduce Tools and Hardware Contingency	\$ 2,000.00
Reduce Materials Expenses	\$ 1,500.00
Reduce Office Supplies expenses	\$ 1,500.00
Suspend Verizon Service for One iPad/iPhone	\$ 1,290.00
Cancel Newspaper Subscriptions	\$ 1,000.00
Defer orders replenishing forms, etc.	\$ 1,000.00
Eliminate Office Furniture Replacement (Desks)	\$ 1,000.00
Defer document shredder replacement	\$ 500.00
Eliminate Uniforms & Apperal Expenses	\$ 500.00
Reduce Environmental Programming Expenses	\$ 500.00
Reduce Number of Clock Tower Replacement Motors (2)	\$ 500.00
Reduce Recreation Equipment Replacement	\$ 500.00
Eliminate Employment Advertisement Expenses	\$ 350.00
Reduce publications purchases	\$ 250.00
TOTAL:	\$ 1,490,450.00