

**VILLAGE OF ALGONQUIN  
VILLAGE BOARD MEETING  
September 6, 2022  
7:30 p.m.  
2200 Harnish Drive**

**-AGENDA-**

- 1. CALL TO ORDER**
- 2. ROLL CALL – ESTABLISH QUORUM**
- 3. PLEDGE TO FLAG**
- 4. ADOPT AGENDA**
- 5. AUDIENCE PARTICIPATION**  
(Persons wishing to address the Board, if in person must register with the Village Clerk prior to call to order.)
- 6. ADMINISTER OATH OF OFFICE TO POLICE OFFICER ZACHARY J. PANOZZO**
- 7. THE VILLAGE OF ALGONQUIN PROCLAIMS SEPTEMBER 16 THROUGH 22, 2022 AS CONSTITUTION WEEK**
- 8. CONSENT AGENDA/APPROVAL:**  
All items listed under Consent Agenda are considered to be routine by the Village Board and may be approved and/or accepted by one motion with a voice vote.
  - A. APPROVE MEETING MINUTES:**
    - (1) Village Board Meeting Held August 16, 2022
    - (2) Committee of the Whole Meeting Held August 16, 2022
- 9. OMNIBUS AGENDA/APPROVAL:**  
The following Ordinances, Resolutions, or Agreements are considered to be routine in nature and may be approved by one motion with a roll call vote. (Following approval, the Village Clerk will number all Ordinances and Resolutions in order.)
  - A. PASS ORDINANCES:**
    - (1) Pass an Ordinance Amending Section 21.3 Definitions, Section 21.9(G) B-2 Business District Permitted Uses, 21.12 Special Uses, and 21.18 (A) Public Hearing Notice of the Algonquin Zoning Ordinance
    - (2) Pass an Ordinance Amending the Village of Algonquin Annual Budget for Fiscal Year 2021-2022
- 10. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA**
- 11. APPROVAL OF BILLS FOR PAYMENT AND PAYROLL EXPENSES AS RECOMMENDED BY THE VILLAGE MANAGER**
  - A.** List of Bills Dated September 6, 2022 Totaling \$3,036,378.59
- 12. COMMITTEE OF THE WHOLE:**
  - A. COMMUNITY DEVELOPMENT**
    1. Pass and Approve a Public Event and Liquor Event License for St. Margaret Mary's Oktoberfest held September 17 and 18, 2022
    2. Pass and Approve a Public Event and Liquor Event License for the Algonquin Rotary Harvest Market, on October 1, 2022 from 10:00 am to 4:00 p.m. Allowing the Closure of Main Street and the Consumption of Alcoholic Beverages on the Closed Street/Event Footprint. And Waiving the Serving and Consumption of Alcohol Location Restrictions within the Designated Area, for Bold American Fare, Whiskey and Wine, Cucina Bella, Creekside Tap, Bull's Eye, and Cattleman's Burger and Brew upon Receipt of a State Special Use Liquor Permit
  - B. GENERAL ADMINISTRATION**
  - C. PUBLIC WORKS & SAFETY**
- 13. VILLAGE CLERK'S REPORT**
- 14. STAFF COMMUNICATIONS/REPORTS, AS REQUIRED**
- 15. CORRESPONDENCE**
- 16. OLD BUSINESS**
- 17. EXECUTIVE SESSION:** If required
- 18. NEW BUSINESS**
  1. Pass a Resolution Accepting and Approving an Agreement with Burke, LLC for the Snapper Park Playground Design Build Services in the Amount of \$214,692.00
  2. Pass a Resolution Authorizing Support and Permission for Inclusion of the Riverfront and Cornish Parks Access Sites in the Fabulous Fox! Water Trail
- 19. ADJOURNMENT**

# PROCLAMATION

## CONSTITUTION WEEK

**WHEREAS:** The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

**WHEREAS:** September 17, 2022, marks the two hundred thirty-fifth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS:** It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

**WHEREAS:** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

**NOW, THEREFORE I,** Debby Sosine, by virtue of the authority vested in me as Acting Village President of the Village of Algonquin, in the state of Illinois, do hereby proclaim the week of September 17 through 23 as

## CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the Village of Algonquin to be affixed this 6th day of September of the year of our Lord two thousand twenty-two.

(Seal)

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Village President Debby Sosine

Attest: \_\_\_\_\_  
Village Clerk Fred Martin



MINUTES OF THE ANNUAL AND REGULAR VILLAGE BOARD MEETING  
OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF  
ALGONQUIN, McHENRY & KANE COUNTIES, ILLINOIS  
MEETING OF AUGUST 16, 2022  
HELD IN THE VILLAGE BOARD ROOM

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**CALL TO ORDER AND ROLL CALL:** Village President Debby Sosine, called the meeting to order at 7:30 P.M. with Village Clerk, Fred Martin, calling the roll.

Trustees Present: Brian Dianis, Jerry Glogowski, John Spella, Laura Brehmer, Bob Smith, and Village President Debby Sosine

Trustees Absent: Maggie Auger

Staff in Attendance: Tim Schloneger, Village Manager; Bob Mitchard, Public Works Director; John Bucci, Police Chief; Jason Shallcross, Community Development Director; and Attorney, Kelly Cahill.

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

**ADOPT AGENDA:** Moved by Smith, seconded by Glogowski, to adopt tonight's agenda, deleting item 16, Executive Session.

Voice vote; ayes carried

**AUDIENCE PARTICIPATION:**

None

**PROCLAMATIONS:**

1. The Village of Algonquin Proclaims the First Full Week of September Payroll Week
2. The Village of Algonquin Proclaims the Month of September National Suicide Prevention Awareness Month

**CONSENT AGENDA:** The Items under the Consent Agenda are considered to be routine in nature and may be approved by one motion with a roll call vote.

**A. APPROVE MEETING MINUTES:**

1. Village Board Meeting Held August 2, 2022
2. Committee of the Whole Meeting Held August 9, 2022

Moved by Spella, seconded by Dianis, to approve the Consent Agenda.

Voice vote; ayes carried

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

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

**A. ADOPT RESOLUTIONS:**

- (1) Adopt a Resolution **(2022-R-63)** Accepting and Approving an Agreement with Tyler Munis for the Annual Software Maintenance in the Amount of \$79,766.01
- (2) Adopt a Resolution **(2022-R-64)** Accepting and Approving an Agreement with Motorola Solution for the Starcom Emergency Siren System Upgrade in the Amount of \$157,914.39
- (3) Adopt a Resolution **(2022-R-65)** Accepting and Approving an Agreement with Resource Environmental Solutions for the Lake Drive South Detention/Park Naturalization Design Build Services in the Amount of \$35,552.00
- (4) Adopt a Resolution **(2022-R-66)** Accepting and Approving an Agreement with HR Green for the Ratt Creek Harper Drive Culvert Engineering Services in the Amount of \$36,950.00
- (5) Adopt a Resolution **(2022-R-67)** Accepting and Approving an Agreement with Christopher Burke Engineering for the Tunbridge Area Road Rehabilitation Phase 1 and 2 Engineering and Design Services in the Amount of \$203,615.00
- (6) Adopt a Resolution **(2022-R-68)** Accepting and Approving an Agreement with Landscape Concepts Management for the Tree Removal Program in the Amount of \$174,995.00
- (7) Adopt a Resolution **(2022-R-69)** Authorizing the Village to Enter into an Agreement with Edmund S. Wolowiec Trust Dated May 12, 1999 for the Transfer of Certain Property
- (8) Adopt a Resolution **(2022-R-70)** Accepting and Approving an Intergovernmental Agreement with Kane County Animal Control for Animal Control Services

Moved by Brehmer, seconded by Smith to approve the Omnibus Agenda

Roll call vote; voting aye – Trustees Dianis, Glogowski, Spella, Brehmer, Smith

Trustee Auger-Absent

Motion carried; 5-ayes, 0-nays

DISCUSSION OF ITEMS REMOVED FROM THE OMNIBUS AGENDA:

None

APPROVAL OF BILLS: Moved by Glogowski, seconded by Brehmer, to approve the List of Bills for payment in the amount of \$ 1,139,414.29

Roll call vote; voting aye – Trustees Dianis, Glogowski, Spella, Brehmer, Smith  
Trustee Auger-Absent  
Motion carried; 5-ayes, 0-nays

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL	148,550.35
02	CEMETERY	2,201.60
03	MFT	974.83
04	STREET IMPROVEMENT	179,834.70
05	SWIMMING POOL	1,761.92
07	WATER & SEWER	69,836.84
12	WATER & SEWER IMPROVEMENT	82,634.03
26	NATURAL AREA & DRAINAGE IMPROV	31,088.71
28	BUILDING MAINT. SERVICE	24,674.21
29	VEHICLE MAINT. SERVICE	<u>21,668.27</u>
	<b>TOTAL ALL FUNDS</b>	<b>563,225.46</b>

COMMITTEE OF THE WHOLE:

**A. COMMUNITY DEVELOPMENT**

**B. GENERAL ADMINISTRATION**

**C. PUBLIC WORKS & SAFETY**

COMMITTEE REPORTS & CLERK'S REPORTS:

VILLAGE CLERK'S REPORT

Village Clerk Martin announced future meetings.

STAFF REPORTS:

ADMINISTRATION:

Mr. Schloneger,

The Village of Algonquin founded the Southeast Emergency Communications (SEECOM) for 911 dispatching with Crystal Lake and Cary several years ago. Since then the membership has grown to dispatch several other agencies. Recently, SEECOM's executive director Jason Kern completed his term as President of the Association of Public-Safety Communications Officials (APCO) International. APCO's 35,000+ membership includes those who manage, operate, build and support public safety communications systems for law enforcement, fire, emergency medical and other public safety agencies. It speaks highly of SEECOM to have its director recognized as a national leader in the field of public safety communication.

COMMUNITY DEVELOPMENT:

Mr. Shallcross,

Beginning the greater McHenry County Leadership course work, I will be attending the International Economic Development National Conference in Oklahoma City next month, staff has registered for a booth at the Chicago ICSC on October 20 and finally Craig Arps has announced his retirement from the Village after 27 years of service.

POLICE DEPARTMENT:

Chief Bucci,

Officer Matthew Hunter and Officer Earl Hopper successfully completed their probationary status on August 12<sup>th</sup>.

Officer Daniel Scerbicke and Officer Sarah Peters have successfully completed their Field Training and are now on Solo Patrol.

Officer Brock Moore has graduated from the Police Training Institute and is now starting the Field Training portion.

This Week is the Midwest Security and Police Expo – which DC Walker and I will be attending on Thursday.

Friday August 19th, members of APD will be participating in “Cop on the Rooftop” for LETRSO – this is a statewide event and Algonquin now has three DD's, so we will be out at all 3.



PUBLIC WORKS:

Mr. Mitchard,

1. Main Street Roundabout/N. Harrison Streetscape and bike path
  - a. N. Main Street is anticipated to open in the next week to allow residents in the Arrowhead Subdivision to access their homes from the south. Cary Algonquin Road will be completely close to traffic and detour will be set up to route traffic to Rte. 31 on Klasen Road.
  - b. The Contractor has been working furiously to complete the 12 wall sections, with one or two wall sections remaining to complete. All 10 of the walls on Main Street have been stained and graffiti coated.
  - c. The Contractor has installed much of the concrete curb and sidewalk, and paved base layer of asphalt on Main Street. Bike path and minor roadways below Main Street should be paved this week. Vehicle ramp to Riverview off of Main Street is nearly completed along with the bike path switch-back to Park Street. Landscape restoration is underway and following immediately behind paving.
2. Kelliher Park pickle ball courts and Willoughby Farms Park tennis courts are ready to go out to bid.
3. Work on the High Hill Phase 1 Road Rehabilitation project, just east of Ganek MC, has begun and should wrap up by late fall. The Contractor is working on storm sewer repairs and concrete work on sidewalk, driveway and curbs and should complete work in the next two weeks.
4. The modular block wall on the south side of Crystal Creek between Main Street and Towne Park was completed last week, and the painting contractor stained the wall to its final color. Rip rap is being placed at the toe of the wall and then the sheet pile will be pulled and moved to the north side of the creek so that the work on that side will be able to be the next phase to be completed. The S. Harrison Street bridge will be closed for demolition on August 18<sup>th</sup> and there will be no access to S. Harrison Street from Algonquin Road for multiple months while the bridge is rebuilt.
5. Randall Road Wetlands Complex: As weather permits, the contractor will continue work on the bottom of the basin. They contractor still has about 14,000 plant plugs to install this fall.
6. Ratt Creek Reach 5 near Neubert School: The contractor is working on restoring the detention bottom and creek bank to restore storage capacity lost to siltation and debris.
7. Our crews will be cleaning up Algonquin Road asphalt maintenance strip from weeks, debris and gravel now that the County is wrapping up road construction and striping. This work will be done at night to take advantage of lower traffic conditions. Proper traffic control and employee protection measure will be deployed.
8. Mr. Mitchard will be at PWX Conference in Charlotte, NC August 25 to August 29.

CORRESPONDENCE & MISCELLANEOUS:

None

OLD BUSINESS:

- A. Pass an Ordinance **(2022-O-34)** Authorizing the Village of Algonquin to Enter into an Intergovernmental Agreement by and between the Village of Carpentersville, L&H Farm Limited Partnership and NP BGO Algonquin Corporate Center, LLC

Moved by Brehmer, seconded by Dianis to approve The Intergovernmental Agreement

Roll call vote; voting aye – Trustees Dianis, Glogowski, Spella, Brehmer, Smith

Trustee Auger-Absent

Motion carried; 5-ayes, 0-nays

EXECUTIVE SESSION:

None

NEW BUSINESS:

- A. Pass an Ordinance **(2022-O-35)** Approving the Final Planned Development and Final Plat of Subdivision for Westview Crossing

Moved by Dianis, seconded by Smith to approve The Westfield Crossing Final Planned Development and Final Plat of Subdivision

Roll call vote; voting aye – Trustees Dianis, Glogowski, Spella, Brehmer, Smith

Trustee Auger-Absent

Motion carried; 5-ayes, 0-nays

ADJOURNMENT:

There being no further business, it was moved by Spella, seconded by Brehmer, to adjourn the Village Board Meeting

Voice vote; all voting aye

The meeting was adjourned at 7:52 PM.

Submitted:

Approved this 6th day of September, 2022

\_\_\_\_\_  
Village Clerk, Fred Martin

\_\_\_\_\_  
Village President, Debby Sosine



**VILLAGE OF ALGONQUIN**  
**Minutes of the Committee of the Whole Meeting**  
**Held On August 16, 2022**  
**Village Board Room**  
**2200 Harnish Dr. Algonquin, IL**

**AGENDA ITEM 1:** Roll Call to Establish a Quorum  
Trustee Glogowski, Chairperson, called the Committee of the Whole meeting to order at 7:52 p.m.

Present: Trustees Jerry Glogowski, John Spella, Laura Brehmer, Brian Dianis, Robert Smith and President Debby Sosine.

Absent: Trustee Maggie Auger

A quorum was established

Staff Members Present: Village Manager, Tim Schloneger; Public Works Director, Robert Mitchard; Community Development Director, Jason Shallcross; Police Chief, John Bucci; Village Clerk, Fred Martin; and Village Attorney, Kelly Cahill.

**AGENDA ITEM 2:** Public Comment  
None

**AGENDA ITEM 3:** Community Development  
**A. Consider a Public Event and Event Liquor License for the St. Margaret Mary's Oktoberfest to Be Held September 17 and 18, 2022**

Dan Barton, on behalf of St. Margaret Mary School, is requesting approval of a public event/entertainment license for the St. Margaret Mary Oktoberfest and 5k on Saturday and Sunday, September 17th-18th, 2022. This is a recurring event and includes a festival with live music, a social garden, and food. The festival will take place in the St. Margaret Mary parking lot and around some neighborhood streets for the 5k run. There will be a \$5 suggested donation as the entry fee and the money will be used as a fundraiser for the school. Organizers intend to follow all IDPH and CDC guidelines for the event.

The applicant has provided a map for four (4) temporary banners at 119 S. Hubbard St, the corner of route 62 and County Line Rd, northeast corner of route 62 and Randall Rd, and Randall Rd near the Room Place.

**DISCUSSION:**

Staff has reviewed the request and recommends approval with the following conditions outlined below.

**RECOMMENDATION:**

Approval contingent upon the following:

- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- All garbage/debris from the event shall be deposited in on-site trash bins by the event coordinator;
- The required electrical, stage, and fire inspections shall be allowed to be conducted by Village and Fire Department staff;
- Temporary Food Service permit(s) shall be obtained from the McHenry County Health Department by all food vendors and the necessary inspections shall be allowed;
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed;
- Public Event License Fees must be paid prior to the event;
- A Special Event Permit to sell alcohol must be obtained from the Village and State Liquor Commissioners;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public;
- The St. Margaret Mary school shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided;
- Prior to commencing any of the activities approved by the Public Event License, the applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements;

- The four (4) temporary banners shall not be installed more than 30 days prior to event and taken down and removed the day after;
- If alcohol is permitted, plan and schedule is reviewed by the PD and follows all standards as set forth by the liquor commission;
- There shall be no cooking under any tents that re designated as dining tent or that are attached to a dining tent;
- EZ-up tents shall be used for cooking areas; and there shall be a fire extinguisher near any cooking area.

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

## **B. Consider a Public Event and Event Liquor License for the Harvest Market to be Held October 1, 2022**

Jennifer Chanda, on behalf of the Algonquin Rotary Club, is seeking approval of a public event/entertainment license for the Algonquin Rotary Club Harvest Market on Saturday, October 1st, 2022. This is a recurring event and includes a festival with vendors, fresh produce, and crafts. There will be live entertainment and a stage in the plaza south of Historic Village Hall. There will also be food, entertainment, a kid's corner, and giveaways. The organizers intend to follow all IDPH and CDC guidelines for the event.

The applicant has provided a map for nineteen (19) temporary banners at many locations throughout downtown and extending towards Lake Cook Road and the Western Algonquin Bypass. All temporary signs are subject to staff review.

They are also requesting a road closure of Main Street from Algonquin Road to Madison Street and also on Washington.

### **DISCUSSION:**

Staff has reviewed the request and recommends approval with the conditions outlined below.

### **RECOMMENDATION:**

Approval contingent upon the following:

- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- All garbage/debris from the event shall be deposited in on-site trash bins by the event coordinator;
- The required electrical, stage, and fire inspections shall be allowed to be conducted by Village and Fire Department staff;
- Temporary Food Service permit(s) shall be obtained from the McHenry County Health Department by all food vendors and the necessary inspections shall be allowed;
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed;
- All fees for services provided by the Village shall be paid;
- A Special Event Permit to sell alcohol must be obtained from the Village and State Liquor Commissioners;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public;
- Public Event License – Algonquin Rotary Club Harvest Market – 10.1.2022
- The Algonquin Rotary Club shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided;
- Prior to commencing any of the activities approved by the Public Event License, the applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements;
- The nineteen (19) temporary signs shall not be installed more than 30 days prior to event and shall be taken down and removed the day after. A temporary sign permit for each sign shall be required prior to erection of the signs and shall be reviewed by the Community Development Department;
- The site layout shall provide an emergency lane of 20' down the center of the street for fire apparatus access to the apartments and businesses;
- The site layout shall provide a movable barrier at Madison and Main Streets to allow emergency fire access down Main Street;
- If alcohol is permitted, the event policies and layout shall be reviewed by the Village staff and shall follow all standards as set forth by the liquor commission.

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

**C. Consider Amending Various Portions of Chapter 21, Algonquin Zoning Ordinance (Section 21.3 Definitions, Section 21.9.G B-2 Business District Permitted Uses, Section 21.12 Special Uses, and Section 21.18 Public Hearings)**

The Village of Algonquin, the Petitioner, is requesting Text Amendments to the Zoning Code in Sections 21.3 Definitions, 21.9.G B-2 Business District Permitted Uses, 21.12 Special Uses, and 21.18 Public Hearings. The Text Amendments will 1) add Billiard and Pool Room, Game Room, and Arcade as a permitted use in the B-2 zoning district, 2) correct inconsistencies in formatting, 3) create a new section in Chapter 21.12 titled "Additional Information", 4) move additional Special Use text into this section, and 5) add the Daily Herald as an acceptable newspaper for Public Notice.

**BOARD/COMMISSION REVIEW**

The Planning and Zoning Commission held a Public Hearing and reviewed the request to approve the Text Amendments at the August 8, 2022, Planning and Zoning Commission Meeting. No one from the public made comment during the Public Hearing.

The Planning and Zoning Commission accepted staff's recommendation and the Planning and Zoning Commission recommended approval of an amendment to Section 21.3 Definitions, Section 21.9.G B-2 Business District Permitted Uses, Section 21.12 Special Uses, and Section 21.18 Public Hearings, as outlined in the staff report for PZ-2022-14 (approved 6-0).

**DISCUSSION:**

Below are recommended changes to the Zoning Code that Community Development Staff feel are necessary and will correct inconsistent formatting, add clarity, add an additional newspaper for Public Notice, and add an additional permitted use in the B-2 General Retail zoning district.

**1. SECTION 21.3 DEFINITIONS** Proposed amendment: Add an "l" into the word "BILLARD" to correct the spelling.

Zoning Code Text Amendments

**2. SECTION 21.9.G B-2 BUSINESS DISTRICT, GENERAL RETAIL**

Proposed amendment: Add "Billiard and Pool Room, Game Room, and Arcade" as a Permitted use in the B-2 District. These uses are currently listed as a Special Use in all districts except Residential Districts, the proposed change would keep them as Special Uses in all districts except Residential (where they are prohibited) but now allow them by-right in the B-2 Zoning District.

The "Billiard and Pool Room, Game Room, and Arcade" uses generally take place wholly inside the business's building; and the parking code provides enough parking that these businesses do not impact the surrounding businesses or neighborhoods when they operate in the B-2 General Retail zoning district. Therefore, staff feels that the proposed change will not cause any undue harm and will ultimately make it easier for these recreational uses to open in the Village by eliminating an unnecessary process. Billiard and Pool Room, Game Room, and Arcade will continue to be a Special Use in all other districts except the Residential Districts.

**3. SECTION 21.12.C SPECIAL USES**

Proposed amendments:

- Move the additional regulations for Adult Businesses and Antenna Towers to a new section in the Special Uses titled "21.12.H ADDITIONAL REGULATIONS". There will be no changes to the text.
- Add "See Section 21.12.H for additional regulations" after Adult Businesses and Antenna Towers.
- Add "See Section 21.12.F for additional regulations" after Outside display, sales, and storage.
- This section already exists and the additional text would help to direct viewers to this section.
- Without the additional text, many viewers do not know there are additional regulations.
- Improve the consistency of the formatting of each Special Use. Example: **Special Use(s)** in the B-1, B-2, I-1 District(s). Also, remove the word "only" to avoid confusion in that someone could argue that the Use is only a Special Use in that District and it could be permitted by right in other zoning districts. Then add text in the Special Use introduction paragraph that the Special Uses are only permissible in the zoning district indicated.
- Add that billiard and pool room, game room, and arcade are allowed by right in the B-2 District.

The reasoning for this addition is described above.

**4. SECTION 21.12.H ADDITIONAL REGULATIONS**

Proposed amendment: This is a new section that is being created to house the additional text for Special Uses.

**5. 21.18 PUBLIC HEARINGS**

Proposed amendment: The Daily Herald is being added as an official newspaper for Public Notice for Hearings in addition to the Northwest Herald.

**RECOMMENDATION:**

Staff recommends approval of the Text Amendment to Section 21.3 Definitions, Section 21.9.G B-2 Business District Permitted Uses, Section 21.12 Special Uses, and Section 21.18 Public Hearings, as outlined in the staff report for PZ-2022-14.

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

**AGENDA ITEM 4:**       General Administration  
None

**AGENDA ITEM 5:**       Public Works & Safety  
None

**AGENDA ITEM 6:**       Executive Session  
None

**AGENDA ITEM 7:**       Other Business  
None

**AGENDA ITEM 8:**       Adjournment  
There being no further business, Chairperson Glogowski adjourned the meeting at 7:59 p.m.

Submitted: \_\_\_\_\_  
Fred Martin, Village Clerk



**ORDINANCE NO. 2022 – O \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 21.3 DEFINITIONS, SECTION 21.9(G) B-2 BUSINESS DISTRICT PERMITTED USES, 21.12 SPECIAL USES, AND 21.18(A) PUBLIC HEARING NOTICE OF THE ALGONQUIN ZONING ORDINANCE**

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.

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

WHEREAS, the Planning and Zoning Commission, after deliberation, has made a report and recommended the issuance of said text amendment; and

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

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

SECTION 1: Section 21.3, DEFINITIONS, ARCADE OR BILLARD/POOL HALL, OR GAME ROOM, of the Algonquin Zoning Ordinance, shall be amended to read as follows:

ARCADE OR BILLIARD/POOL HALL, OR GAME ROOM: Any establishment displaying, for public patronage or keeping for operation, four or more amusement devices including, but not limited to, pool tables, foosball tables, air hockey tables, mechanical rides for children, electronic games and shooting gallery-type games. **It's the same definition. No change.**

SECTION 2: Section 21.9(G), B-2 BUSINESS DISTRICT, GENERAL RETAIL, of the Algonquin Zoning Ordinance, shall be amended to add the following permitted use:

Billiard and Pool Room, Game Room, and Arcade in the B-2 District only. See Section 12.12, Special Uses, herein for more specific information.

SECTION 3: Section 21.12, SPECIAL USES, of the Algonquin Zoning Ordinance, shall be amended to add a new paragraph H, ADDITIONAL REGULATIONS, which shall read as follows:

**H. ADDITIONAL REGULATIONS.**

**1. Adult Business, in the I-2 District only.**

- a. Purpose and Intent. It is the intent of this Section to protect and preserve the health, safety, welfare and morals of the citizens of the Village by regulating Adult Business within the Village.**

b. General Standards.

I. A separate special use permit must be issued for each Adult Business as defined in Section 21.3.

II. Location Restrictions: No Adult Business shall be operated within 1,000 feet of a residential zoning district or within 1,000 feet of the property boundaries of any school, day care center, cemetery, public park, public housing, nursing home, rest home, sheltered care facility and church. The distance limitation shall be measured in a straight line from the lot lines of said Adult Business and applicable residential zoning district, school, day care center, cemetery, public park, public housing, nursing home, rest home, sheltered care facility, and place of religious worship.

III. Only one Adult Business shall be permitted per block face.

IV. Sign Requirements: The following sign requirements shall apply to any Adult Business:

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i. All signs shall be flat wall signs.

ii. The amount of allowable sign area shall be 1 square foot of sign area per foot of lot frontage on a street, or as permitted by Chapter 29, Sign Code, of the Code, whichever is more restrictive.

iii. Window areas shall not be covered or made opaque in any way. No sign shall be placed in any window. One, 1-square foot sign may be placed on the door to state hours of operation and admittance to adults only.

V. Advertising: No merchandise or pictures of the products or entertainment on the premises shall be displayed in window areas or any area where they can be viewed from the sidewalk in front of the building.

VI. Alcoholic Liquor Prohibited: It shall be unlawful for any Adult Business to sell, distribute, or permit beer or alcoholic beverages on the premises.

**2. Radio and television transmitting or antenna towers (commercial) and other electronic equipment requiring outdoor structures and including antenna towers used for the sending of private messages but not including private receiving aerials, antennas, or towers in any use district; however, permitted by right in the I-2 District. [PLEASE NOTE: Notwithstanding any provisions of this zoning code to the contrary, pursuant to Illinois Public Act 100-0585, the Small Wireless Facilities Deployment Act,**

effective June 1, 2018, small wireless facilities shall be classified as permitted uses if they are collocated in rights of way in any zone or outside of rights of way in property zoned exclusively for commercial or industrial use. By state law, such uses shall not be subject to zoning review or approval. The regulation for such facilities is now contained in the Village's Municipal Code at Section 39.24 – Small Wireless Facilities. All other qualified facilities continue to be subject to the code provisions that follow.]

a. Purpose and Intent. To provide specific regulations for the placement, construction and modification of personal wireless service facilities. These provisions are not intended to prohibit and shall not be interpreted to prohibit or to have the effect of prohibiting the provision of personal wireless services, nor shall the provisions of this Section be applied in such a manner as to unreasonably discriminate between providers of functionally equivalent personal wireless services.

b. Applicability.

I. Antennas or towers located on property owned, leased, or otherwise controlled by the Village provided a license or lease authorizing such antenna or tower has been approved by the Village.

II. Amateur Radio Station Operators/Receive Only-Antennas: This shall not govern any tower, or the installation of any antenna, that is less than 70 feet in height and is owned and operated by a federally-licensed amateur radio station operator or is used exclusively for receive-only antennas.

III. AM Array: An AM array consisting of one or more tower units and supporting ground system that functions as one AM broadcasting antenna shall be considered one tower. Measurements for setbacks and separation distances shall be measured from the outer perimeter of the towers included in the AM array. Additional tower units may be added within the perimeter of the AM array by right.

c. General Requirements.

I. Lot Size: For purposes of determining whether the installation of a tower or antenna complies with district development regulations, including, but not limited to setback requirements, lot-coverage requirements and other such requirements, the dimensions of the entire lot shall control, even though the antennas or towers may be located on leased parcels within such lot.

II. Inventory of Existing Sites: Each applicant for an antenna and/or tower shall provide to the Community Development Department an inventory of its existing towers, antennas or sites approved for towers or antennas, that are either within the jurisdiction of the Village or within 1 mile of

the corporate boundaries thereof, including specific information about the location, height and design of each tower.

III. Aesthetics: Towers and antennas shall meet the following requirements:

- i. Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color to reduce visual obtrusiveness.
- ii. At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings.
- iii. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure to make the antenna and related equipment as visually unobtrusive as possible.
- iv. Lighting: Towers shall not be artificially lighted unless required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views.
- v. State or Federal Requirements: All towers shall meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers and antennas.
- vi. Building Codes; Safety Standards: To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the Village concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then, upon notice being provided to the owner of the tower, the owner shall have 30 days to bring such tower into compliance with such standards. Failure to bring such tower into compliance within said 30 days shall constitute grounds for the removal of the tower or antenna at the owner's expense.

- vii. Measurement: For purposes of measurement, tower setbacks and separation distances shall be calculated and applied to facilities located in the Village irrespective of municipal and county jurisdictional boundaries.
- viii. Not Essential Services: Towers and antennas shall be regulated and permitted pursuant to this special use and shall not be regulated or permitted as essential services, public utilities, or private utilities.
- ix. Franchises: Owners and/or operators of towers or antennas shall certify that all franchises required by law for the construction and/or operation of a wireless communication system in the Village have been obtained and shall file a copy of all required franchises with the Community Development Department.
- x. Signs: No signs shall be allowed on an antenna or tower.
- xi. Buildings and Support Equipment: Buildings and support equipment associated with antennas or towers shall comply with the requirements of Chapter 23, Building Codes, of this Code.
- xii. Multiple Antenna/Tower Plan: The Village encourages the users of towers and antennas to submit a single application for approval of multiple towers and/or antenna sites. Applications for approval of multiple sites shall be given priority in the review process.
- d. Information Required. In addition to any information required for applications for special use permits pursuant to this Section, applicants for a special use permit for a tower shall submit the following information:
  - I. The setback distance between the proposed tower and the nearest residential unit, platted residentially zoned properties, and unplatted residentially zoned properties.
  - II. The separation distance from other towers described in the inventory of existing sites shall be shown on an updated site plan or map. The applicant shall also identify the type of construction of the existing tower(s) and the owner/operator of the existing tower(s), if known.
  - III. Method of fencing, finished color and, if applicable, the method of camouflage and illumination.
  - IV. A notarized statement by the applicant as to whether construction of the tower will accommodate co-location of additional antennas for future users.

- V. Identification of the entities providing the backhaul network for the tower(s) described in the application and other cellular sites owned or operated by the applicant in the Village.
  - VI. A description of the suitability of the use of existing towers, other structures, or alternative technology not requiring the use of towers or structures to provide the services to be provided through the use of the proposed new tower.
  - VII. A description of the feasible location(s) of future towers or antennas within the Village based upon existing physical, engineering, technological, or geographical limitations in the event the proposed tower is erected.
- e. Factors in Granting Special Use Permit.
- I. No new tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the Village Board that no existing tower, structure or alternative technology that does not require the use of towers or structures can accommodate the applicant's proposed antenna. An applicant shall submit information requested by the Village Board related to the availability of suitable existing towers, other structures or alternative technology. Evidence submitted to demonstrate that no existing tower, structure or alternative technology can accommodate the applicant's proposed antenna may consist of any of the following:
    - i. No existing towers or structures are located within the geographic area, that the meet applicant's engineering requirements.
    - ii. Existing towers or structures are not of sufficient height to meet the applicant's engineering requirements.
    - iii. Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.
    - iv. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.
    - v. The fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs



exceeding new tower development are presumed to be unreasonable.

vi. The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.

vii. The applicant demonstrates that an alternative technology that does not require the use of towers or structures, such as a cable microcell network using multiple low-powered transmitters/receivers attached to a wireline system, is unsuitable. Costs of alternative technology that exceed new tower or antenna development shall not be presumed to render the technology unsuitable.

f. Site Requirements.

I. Towers shall be set back a distance, as determined appropriate during the special use permit process, from any adjoining lot line.

II. Guys and accessory buildings shall satisfy the principal structure minimum zoning district setback requirements.

III. Tower separation shall be measured from the base of the tower to the lot line of the off-site uses and/or designated areas as specified in Table 1 herein, except as otherwise provided in Table 1.

IV. Separation requirements for towers shall comply with the minimum standards established in Table 1.

Table 1

<u>Off-Site Use/Designated Area</u>	<u>Separation Distance</u>
<u>Single-family or duplex residential units</u>	<u>200 feet or 300% height of tower, whichever is greater</u>
<u>Vacant single-family or duplex residentially zoned land that is either platted or has preliminary subdivision plan approval that is not expired</u>	<u>200 feet or 300% height of tower,<sup>1</sup> whichever is greater</u> <u><sup>1</sup> Separation measured from base of tower to the closest building setback line.</u>
<u>Existing multiple-family residential units greater than duplex units</u>	<u>100 feet or 100% height of tower whichever is greater</u>
<u>Non-residentially zoned lands or non-residential uses</u>	<u>None; only setbacks apply</u>

V. Separation distances between towers shall be applicable for and measured between the proposed tower and pre-existing towers. The separation distances shall be measured by drawing or following a

straight line between the base of the existing tower and the proposed base, pursuant to a site plan, of the proposed tower. The separation distances (listed in linear feet) shall be as shown in Table 2 herein.

Table 2

<u>Existing Towers - Types</u>				
	<u>Lattice</u>	<u>Guyed</u>	<u>Monopole 75' in height or greater</u>	<u>Monopole less than 75' in height</u>
<u>Lattice</u>	<u>5,000</u>	<u>5,000</u>	<u>1,500</u>	<u>750</u>
<u>Guyed</u>	<u>5,000</u>	<u>5,000</u>	<u>1,500</u>	<u>750</u>
<u>Monopole 75' in height or greater</u>	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	<u>750</u>
<u>Monopole less than 75' in height</u>	<u>750</u>	<u>750</u>	<u>750</u>	<u>750</u>

VI. Security Fencing: Towers shall be enclosed by security fencing 6 feet in height and shall also be equipped with an appropriate anti-climbing device excluding barbed or razor wire fencing.

VII. Tower facilities shall be landscaped with a buffer of plant materials that effectively screens the view of the tower compound from property used for residences. The standard buffer shall consist of a landscaped strip at least 4 feet wide outside the perimeter of the compound.

g. Buildings and Equipment Storage.

I. Antennas Mounted on Structures or Rooftops:

i. The cabinet or structure shall not contain more than 300 square feet of gross floor area nor be more than 15 feet in height. In addition, for buildings and structures that are less than 65 feet in height, the related unmanned equipment structure, if over 150 square feet of gross floor area or 10 feet in height, shall be located on the ground and shall not be located on the roof of the structure.

ii. If the equipment structure is located on the roof of a building, the area of the equipment structure and other equipment and structures shall not occupy more than 150 square feet or 20 percent of the roof area.

iii. Equipment storage buildings or cabinets shall comply with all applicable building codes.

II. Antennas Mounted on Utility Poles or Light Poles:

i. In residential districts, the equipment cabinet or structure may be located:

a) In a front or side yard provided the cabinet or structure is no greater than 4 feet in height or 24 square feet of gross floor area and the cabinet/ structure is located a minimum of 6 feet from all lot lines. The cabinet/structure shall be screened by an evergreen hedge with an ultimate height of at least 42-48 inches and a planted height of at least 36 inches.

b) In a rear yard, provided the cabinet or structure is no greater than 6 feet in height or 24 square feet in gross floor area. The cabinet/structure shall be screened by an evergreen hedge with an ultimate height of 8 feet and a planted height of at least 36 inches.

ii. In commercial or industrial districts, the equipment cabinet or structure shall be no greater than 6 feet in height or 64 square feet in gross floor area. The structure or cabinet shall be screened by an evergreen hedge with an ultimate height of 8 feet and a planted height of at least 36 inches. In all other instances, structures or cabinets shall be screened from view of all residential properties, that abut or are directly across the street from the structure or cabinet by a solid fence, 6 feet in height or an evergreen hedge with an ultimate height of 8 feet and a planted height of at least 36 inches.

### III. Antennas Located on Towers:

i. The related unmanned equipment structure shall not contain more than 300 square feet of gross floor area nor be more than 15 feet in height, and shall be located in accordance with the minimum yard requirements of the zoning district in which located.

Removal of Abandoned Antennas and Towers. Any antenna or tower that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of such antenna or tower shall remove the same within 90 days of receipt of notice from the Village notifying the owner of such abandonment. Failure to remove an abandoned antenna or tower within said 90 days shall be grounds to remove the tower or antenna at the owner's expense. If there are two or more users of a single tower, then this provision shall not become effective until all users cease using the tower.

SECTION 4: Section 21.12(C), SPECIAL USES, of the Algonquin Zoning Ordinance, shall be amended to read as follows:

**C. SPECIAL USES.** The following uses require a special use permit ~~in accordance with the zoning districts.~~ In addition to the special use permit, the following uses are only permissible in the zoning districts indicated. Also refer to the OR&D and B-P Districts for additional uses that shall require a special use permit.

1. **Adult Business** in the I-2 District. See Section 21.12.H for additional regulations.
2. **Airport, heliport, balloon port, ultralite port, landing field, or landing strip** in the I-2 District, subject to the Federal Aviation Administration certifying that a new or reoriented runway will not interfere with the flight pattern of any established airport, landing field, or landing strip.
3. **Auditorium, amphitheater, stadium, arena, armory, gymnasium, billiard and pool room, game room, arcade, club, fraternal organization, night club, bowling alley, dance hall, amusement park, meeting hall, conference center, lodge hall, health club, theatre and movie theatre, and other similar places for public events** in any use district other than Residential Districts.
4. **Billiard and pool room, game room, and arcade allowed by right in the B-2 District.**
- 3.5. **Bed and breakfast establishment.** Bed and Breakfast establishments, subject to the provisions of 50 ILCS 820/ et seq., as amended, in R-4, R-5, B-1, B-2, and O-T Districts ~~only~~.
- 4.6. **Bulk storage, mini-storage, self-storage, climate-controlled facilities** in I-2 District ~~only~~.
- 5.7. **Bus terminal or any other public transportation terminal facilities** in any use district.
- 6.8. **Cemetery or mausoleum** in any use district.
- 7.9. **Chemical manufacturing** in B-P and I-2 Districts ~~only~~.
- 8.10. **Church** in R-1, R-2, R-5, R-1A, and R-1E Districts ~~only~~. Permitted by right in R-3, R-4, O-T, and I-2 Districts. Churches shall be on a minimum lot size of 10,000 square feet, with a 75-foot minimum width. The front yard setback shall be at least 30 feet, the rear yard shall be a minimum of 30 feet and the side yards at least 25 feet. The height of the building shall be a maximum of 45 feet with the tower no taller than 75 feet.
- 9.11. **Compost facility** in the I-2 District ~~only~~.
- 10.12. **Day care center** in any use district other than Residential Districts.
- 11.13. **Dining, open air** designed for more than 12 customers, in B-1, B-2, O-T, and OR&D Districts. In no case shall the open-air dining facility block the sidewalk or entrances, or extend beyond the storefront, or extend beyond the property limits.
- 12.14. **Residential dwellings**, above the ground floor, as secondary uses to primary commercial and office uses, in B-1 and B-2 Districts, anywhere other than the Old Town (Downtown).
- 13.15. **Drive-through/up service** in any use district, other than Residential and O-T Districts ~~only~~.
- 14.16. **Extraction or processing of gravel, sand, minerals or other raw materials including asphalt plant and concrete plant** in the I-2 District.
- 15.17. **Fire station** in any use district.
- 16.18. **Freight terminal** in I-1, I-2, and B-P Districts.
- 17.19. **Funeral home, mortuary** in B-1, B-2, I-1, and I-2 Districts.
- 18.20. **Golf course, public or private** in any use district.
- 19.21. **Group home, halfway house** in B-1, B-2, R-4, and R-5 Districts.
- 20.22. **Gun ranges, skeet and trap shooting, archery ranges** in the I-2 District ~~only~~.
- 21.23. **Hospital** in any use district.

- 22.24. Hotel, motel** in B-1, B-2, and O-T Districts. Permitted by right in the OR&D District.
- 23.25. Kennel, animal shelter, veterinarian clinic, animal hospital, grooming, pet day care** in B-1, B-2, I-1, and I-2 Districts.
- 24.26. Marina commercial** in B-1, B-2, and O-T Districts.
- 25.27. Medical Cannabis, Cultivation** in the I-2 District ~~only~~.
- 26.28. Medical Cannabis, Dispensary** in B-2 and I-1 Districts and not permitted within 1,000 feet of Randall Road.
- 27.29. Medical clinic/office** in B-1, B-2, OR&D, O-T, and B-P Districts. Not including massage therapist or optometrist when associated with retail eyewear store.
- 28.30. Miniature golf, driving ranges, batting cages, and other outdoor recreation uses** in B-2, I-1, and I-2 Districts.
- 29.31. Motor vehicle detailing, car wash, oil change, minor repair** in the B-2 District ~~only~~ and not permitted on lots with frontage on Randall Road, West Algonquin Road, East Algonquin Road, and Main Street.
- 30.32. Motor vehicle (new) sales and services, automobile service station** in the B-2 District ~~only~~.
- 31.33. Motor vehicle (used) sales and services, major automotive repair, automobile bodywork, and painting** in I-1 and I-2 Districts.
- 32.34. Motor vehicle wrecking yard** in the I-2 District ~~only~~.
- 33.35. Motor vehicle and other private vehicle storage yard** in the I-2 District ~~only~~.
- 34.36. Off-street parking areas and garages** in R-3, R-4, and R-5 Districts. Permitted by right in B-1, B-2, OR&D, I-1, I-2, and B-P Districts.
- 35.37. Outside display, sales, and storage** in B-1, B-2, I-1, and I-2 Districts. See Section 21.12.F for additional regulations.
- 36.38. Pawn shops or payday advance** in I-1 and I-2 Districts ~~only~~, but not on any property within 1,000 feet of Randall Road or Algonquin Road, regardless of the zoning classification.
- 37.39. Planned development** in any use district.
- 38.40. Privately-owned recreation building or community center** in any use district.
- 39.41. Private park or private playground** in any use district.
- 40.42. Racetrack, raceway, race course** in the I-2 District ~~only~~.
- 41.43. Radio and television transmitting or antenna towers (commercial) and other electronic equipment requiring outdoor structures, and including antenna towers used for the sending of private messages but not including private receiving aerials, antennas, or towers** in any use district; however, permitted by right in the I-2 District. See Section 21.12.H for additional regulations. Allowed in the I-2 District. [PLEASE NOTE: Notwithstanding any provisions of this zoning code to the contrary, pursuant to Illinois Public Act 100-0585, the Small Wireless Facilities Deployment Act, effective June 1, 2018, small wireless facilities shall be classified as permitted uses if they are collocated in rights of way in any zone or outside of rights of way in property zoned exclusively for commercial or industrial use. By state law, such uses shall not be subject to zoning review or approval. The Chapter 21, Section 12, Page 5 8/4/20 regulation

~~for such facilities is now contained in the Village's Municipal Code at Section 39.24—Small Wireless Facilities. All other qualified facilities continue to be subject to the code provisions that follow.]~~

- ~~42.44.~~ **Recycling drop-off centers** in I-1 and I-2 District, where, if in the I-1 District, there is no processing on-site other than bailing or bundling, and no outdoor processing or storage of any materials, equipment, or product of any kind.
- ~~43.45.~~ **Rest home, nursing home, assisted living** in B-1, B-2, R-4, and R-5 Districts.
- ~~44.46.~~ **Salvage yard, junkyard, waste disposal, waste recycling, or sanitary landfill** in the I-2 District ~~only~~.
- ~~45.47.~~ **Schools, elementary, high and college, business or trade, public or private** in any use district.
- ~~46.48.~~ **Slaughter house** in the I-2 District ~~only~~.
- ~~47.49.~~ **Tattoo and body piercing** in the I-2 District ~~only~~.
- ~~48.50.~~ **Zoo** in any use district other than Residential Districts.
- ~~49.51.~~ And any other similar uses as determined by the Zoning Administrator in writing.

SECTION 6: Section 21.18(A), PUBLIC HEARING NOTICE, of the Algonquin Zoning Ordinance, shall be amended to read as follows:

- A. **PUBLIC HEARING NOTICE.** Within a reasonable time following receipt of all papers and documents relating to an appeal, an application for special use or, a planned development, or a petition for an amendment of the regulations or zoning district boundaries established by this Chapter, there shall be published in an official newspaper (*Northwest Herald* ~~or Daily Herald~~) a notice of the time and place of the public hearing thereon. Such notice shall be published not less than 15 days nor more than 30 days before the hearing date and shall contain (i) the common street address or addresses, (ii) the property index number ("PIN") or numbers of all the parcels of the real property contained in the affected area, (iii) the approximate size of the property in acres, or square feet if under an acre, and (iv) a brief description of the nature of the matter to be heard.

Notice shall also be mailed to the individuals who last paid taxes on the property adjacent to the subject property of the petition (exclusive of rights-of-ways). Said notices shall be mailed, by certified mail (with return receipt), by the petitioner/applicant, not less than 15 days or more than 30 days before the hearing date. All return receipts shall be submitted to the Community Development Department prior to the public hearing.

In addition to the other notices provided for herein, the petitioner/applicant shall post notice of said hearing by the erection of a sign, to be provided by the Village, on the subject property for a period of not less than 15 continuous days immediately preceding the date of the hearing and not more than 30 days before the date of the hearing. The required sign shall be posted in a conspicuous place allowing unobstructed public viewing.

SECTION 7: 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 8: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9: 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 Debby Sosine

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk Fred Martin

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Published: \_\_\_\_\_

# ORDINANCE NO. 2022 – O – \_\_\_\_

## **AN ORDINANCE AMENDING SECTION 21.3 DEFINITIONS, SECTION 21.9(G) B-2 BUSINESS DISTRICT PERMITTED USES, 21.12 SPECIAL USES, AND 21.18(A) PUBLIC HEARING NOTICE OF THE ALGONQUIN ZONING ORDINANCE**

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.

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

WHEREAS, the Planning and Zoning Commission, after deliberation, has made a report and recommended the issuance of said text amendment; and

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

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

SECTION 1: Section 21.3, DEFINITIONS, ARCADE OR BILLARD/POOL HALL, OR GAME ROOM, of the Algonquin Zoning Ordinance, shall be amended to read as follows:

ARCADE OR BILLIARD/POOL HALL, OR GAME ROOM: Any establishment displaying, for public patronage or keeping for operation, four or more amusement devices including, but not limited to, pool tables, foosball tables, air hockey tables, mechanical rides for children, electronic games and shooting gallery-type games

SECTION 2: Section 21.9(G), B-2 BUSINESS DISTRICT, GENERAL RETAIL, of the Algonquin Zoning Ordinance, shall be amended to add the following permitted use:

Billiard and Pool Room, Game Room, and Arcade in the B-2 District only. See Section 12.12, Special Uses, herein for more specific information.

SECTION 3: Section 21.12, SPECIAL USES, of the Algonquin Zoning Ordinance, shall be amended to add a new paragraph H, ADDITIONAL REGULATIONS, which shall read as follows:

### **H. ADDITIONAL REGULATIONS.**

#### **1. Adult Business, in the I-2 District only.**

- a. Purpose and Intent. It is the intent of this Section to protect and preserve the health, safety, welfare and morals of the citizens of the Village by regulating Adult Business within the Village.
- b. General Standards.
  - I. A separate special use permit must be issued for each Adult Business as defined in Section 21.3.
  - II. Location Restrictions: No Adult Business shall be operated within 1,000 feet of a residential zoning district or within 1,000 feet of the property boundaries of any school, day care center, cemetery, public park, public housing, nursing home, rest home, sheltered care facility and church. The distance limitation shall be

measured in a straight line from the lot lines of said Adult Business and applicable residential zoning district, school, day care center, cemetery, public park, public housing, nursing home, rest home, sheltered care facility, and place of religious worship.

- III. Only one Adult Business shall be permitted per block face.
- IV. Sign Requirements: The following sign requirements shall apply to any Adult Business:
  - i. All signs shall be flat wall signs.
  - ii. The amount of allowable sign area shall be 1 square foot of sign area per foot of lot frontage on a street, or as permitted by Chapter 29, Sign Code, of the Code, whichever is more restrictive.
  - iii. Window areas shall not be covered or made opaque in any way. No sign shall be placed in any window. One, 1-square foot sign may be placed on the door to state hours of operation and admittance to adults only.
- V. Advertising: No merchandise or pictures of the products or entertainment on the premises shall be displayed in window areas or any area where they can be viewed from the sidewalk in front of the building.
- VI. Alcoholic Liquor Prohibited: It shall be unlawful for any Adult Business to sell, distribute, or permit beer or alcoholic beverages on the premises.

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- a. Purpose and Intent. To provide specific regulations for the placement, construction and modification of personal wireless service facilities. These provisions are not intended to prohibit and shall not be interpreted to prohibit or to have the effect of prohibiting the provision of personal wireless services, nor shall the provisions of this Section be applied in such a manner as to unreasonably discriminate between providers of functionally equivalent personal wireless services.
- b. Applicability.
  - I. Antennas or towers located on property owned, leased, or otherwise controlled by the Village provided a license or lease authorizing such antenna or tower has been approved by the Village.
  - II. Amateur Radio Station Operators/Receive Only-Antennas: This shall not govern any tower, or the installation of any antenna, that is less than 70 feet in height and is owned and operated by a federally-licensed amateur radio station operator or is used exclusively for receive-only antennas.

III. AM Array: An AM array consisting of one or more tower units and supporting ground system that functions as one AM broadcasting antenna shall be considered one tower. Measurements for setbacks and separation distances shall be measured from the outer perimeter of the towers included in the AM array. Additional tower units may be added within the perimeter of the AM array by right.

c. General Requirements.

I. Lot Size: For purposes of determining whether the installation of a tower or antenna complies with district development regulations, including, but not limited to setback requirements, lot-coverage requirements and other such requirements, the dimensions of the entire lot shall control, even though the antennas or towers may be located on leased parcels within such lot.

II. Inventory of Existing Sites: Each applicant for an antenna and/or tower shall provide to the Community Development Department an inventory of its existing towers, antennas or sites approved for towers or antennas, that are either within the jurisdiction of the Village or within 1 mile of the corporate boundaries thereof, including specific information about the location, height and design of each tower.

III. Aesthetics: Towers and antennas shall meet the following requirements:

i. Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color to reduce visual obtrusiveness.

ii. At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings.

iii. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure to make the antenna and related equipment as visually unobtrusive as possible.

iv. Lighting: Towers shall not be artificially lighted unless required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views.

v. State or Federal Requirements: All towers shall meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers and antennas.

vi. Building Codes; Safety Standards: To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the Village concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then, upon notice being provided to the owner of the tower, the owner shall have 30 days to bring such tower into compliance with such standards.

Failure to bring such tower into compliance within said 30 days shall constitute grounds for the removal of the tower or antenna at the owner's expense.

- vii. Measurement: For purposes of measurement, tower setbacks and separation distances shall be calculated and applied to facilities located in the Village irrespective of municipal and county jurisdictional boundaries.
  - viii. Not Essential Services: Towers and antennas shall be regulated and permitted pursuant to this special use and shall not be regulated or permitted as essential services, public utilities, or private utilities.
  - ix. Franchises: Owners and/or operators of towers or antennas shall certify that all franchises required by law for the construction and/or operation of a wireless communication system in the Village have been obtained and shall file a copy of all required franchises with the Community Development Department.
  - x. Signs: No signs shall be allowed on an antenna or tower.
  - xi. Buildings and Support Equipment: Buildings and support equipment associated with antennas or towers shall comply with the requirements of Chapter 23, Building Codes, of this Code.
  - xii. Multiple Antenna/Tower Plan: The Village encourages the users of towers and antennas to submit a single application for approval of multiple towers and/or antenna sites. Applications for approval of multiple sites shall be given priority in the review process.
- d. Information Required. In addition to any information required for applications for special use permits pursuant to this Section, applicants for a special use permit for a tower shall submit the following information:
- I. The setback distance between the proposed tower and the nearest residential unit, platted residentially zoned properties, and unplatted residentially zoned properties.
  - II. The separation distance from other towers described in the inventory of existing sites shall be shown on an updated site plan or map. The applicant shall also identify the type of construction of the existing tower(s) and the owner/operator of the existing tower(s), if known.
  - III. Method of fencing, finished color and, if applicable, the method of camouflage and illumination.
  - IV. A notarized statement by the applicant as to whether construction of the tower will accommodate co-location of additional antennas for future users.
  - V. Identification of the entities providing the backhaul network for the tower(s) described in the application and other cellular sites owned or operated by the applicant in the Village.
  - VI. A description of the suitability of the use of existing towers, other structures, or alternative technology not requiring the use of towers or structures to provide the services to be provided through the use of the proposed new tower.

- VII. A description of the feasible location(s) of future towers or antennas within the Village based upon existing physical, engineering, technological, or geographical limitations in the event the proposed tower is erected.
- e. Factors in Granting Special Use Permit.
- I. No new tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the Village Board that no existing tower, structure or alternative technology that does not require the use of towers or structures can accommodate the applicant's proposed antenna. An applicant shall submit information requested by the Village Board related to the availability of suitable existing towers, other structures or alternative technology. Evidence submitted to demonstrate that no existing tower, structure or alternative technology can accommodate the applicant's proposed antenna may consist of any of the following:
- i. No existing towers or structures are located within the geographic area, that the meet applicant's engineering requirements.
  - ii. Existing towers or structures are not of sufficient height to meet the applicant's engineering requirements.
  - iii. Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.
  - iv. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.
  - v. The fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.
  - vi. The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.
  - vii. The applicant demonstrates that an alternative technology that does not require the use of towers or structures, such as a cable microcell network using multiple low-powered transmitters/receivers attached to a wireline system, is unsuitable. Costs of alternative technology that exceed new tower or antenna development shall not be presumed to render the technology unsuitable.
- f. Site Requirements.
- I. Towers shall be set back a distance, as determined appropriate during the special use permit process, from any adjoining lot line.
- II. Guys and accessory buildings shall satisfy the principal structure minimum zoning district setback requirements.
- III. Tower separation shall be measured from the base of the tower to the lot line of the off-site uses and/or designated areas as specified in Table 1 herein, except as otherwise provided in Table 1.



- IV. Separation requirements for towers shall comply with the minimum standards established in Table 1.

Table 1

Off-Site Use/Designated Area	Separation Distance
Single-family or duplex residential units	200 feet or 300% height of tower, whichever is greater
Vacant single-family or duplex residentially zoned land that is either platted or has preliminary subdivision plan approval that is not expired	200 feet or 300% height of tower, <sup>1</sup> whichever is greater <sup>1</sup> Separation measured from base of tower to the closest building setback line.
Existing multiple-family residential units greater than duplex units	100 feet or 100% height of tower whichever is greater
Non-residentially zoned lands or non-residential uses	None; only setbacks apply

- V. Separation distances between towers shall be applicable for and measured between the proposed tower and pre-existing towers. The separation distances shall be measured by drawing or following a straight line between the base of the existing tower and the proposed base, pursuant to a site plan, of the proposed tower. The separation distances (listed in linear feet) shall be as shown in Table 2 herein.

Table 2

Existing Towers - Types				
	Lattice	Guyed	Monopole 75' in height or greater	Monopole less than 75' in height
Lattice	5,000	5,000	1,500	750
Guyed	5,000	5,000	1,500	750
Monopole 75' in height or greater	1,500	1,500	1,500	750
Monopole less than 75' in height	750	750	750	750

- VI. Security Fencing: Towers shall be enclosed by security fencing 6 feet in height and shall also be equipped with an appropriate anti-climbing device excluding barbed or razor wire fencing.
- VII. Tower facilities shall be landscaped with a buffer of plant materials that effectively screens the view of the tower compound from property used for residences. The standard buffer shall consist of a landscaped strip at least 4 feet wide outside the perimeter of the compound.

g. Buildings and Equipment Storage.

I. Antennas Mounted on Structures or Rooftops:

- i. The cabinet or structure shall not contain more than 300 square feet of gross floor area nor be more than 15 feet in height. In addition, for buildings and structures that are less than 65 feet in height, the related unmanned equipment structure, if over 150 square feet of gross floor area or 10 feet in height, shall be located on the ground and shall not be located on the roof of the structure.

- ii. If the equipment structure is located on the roof of a building, the area of the equipment structure and other equipment and structures shall not occupy more than 150 square feet or 20 percent of the roof area.
- iii. Equipment storage buildings or cabinets shall comply with all applicable building codes.

## II. Antennas Mounted on Utility Poles or Light Poles:

- i. In residential districts, the equipment cabinet or structure may be located:
  - a) In a front or side yard provided the cabinet or structure is no greater than 4 feet in height or 24 square feet of gross floor area and the cabinet/ structure is located a minimum of 6 feet from all lot lines. The cabinet/structure shall be screened by an evergreen hedge with an ultimate height of at least 42-48 inches and a planted height of at least 36 inches.
  - b) In a rear yard, provided the cabinet or structure is no greater than 6 feet in height or 24 square feet in gross floor area. The cabinet/structure shall be screened by an evergreen hedge with an ultimate height of 8 feet and a planted height of at least 36 inches.
- ii. In commercial or industrial districts, the equipment cabinet or structure shall be no greater than 6 feet in height or 64 square feet in gross floor area. The structure or cabinet shall be screened by an evergreen hedge with an ultimate height of 8 feet and a planted height of at least 36 inches. In all other instances, structures or cabinets shall be screened from view of all residential properties, that abut or are directly across the street from the structure or cabinet by a solid fence, 6 feet in height or an evergreen hedge with an ultimate height of 8 feet and a planted height of at least 36 inches.

## III. Antennas Located on Towers:

- i. The related unmanned equipment structure shall not contain more than 300 square feet of gross floor area nor be more than 15 feet in height, and shall be located in accordance with the minimum yard requirements of the zoning district in which located.

Removal of Abandoned Antennas and Towers. Any antenna or tower that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of such antenna or tower shall remove the same within 90 days of receipt of notice from the Village notifying the owner of such abandonment. Failure to remove an abandoned antenna or tower within said 90 days shall be grounds to remove the tower or antenna at the owner's expense. If there are two or more users of a single tower, then this provision shall not become effective until all users cease using the tower.

SECTION 4: Section 21.12(C), SPECIAL USES, of the Algonquin Zoning Ordinance, shall be amended to read as follows:

**C. SPECIAL USES.** The following uses require a special use permit. In addition to the special use permit, the following uses are only permissible in the zoning districts indicated. Also refer to the OR&D and B-P Districts for additional uses that shall require a special use permit.

1. **Adult Business** in the I-2 District. See Section 21.12.H for additional regulations.
2. **Airport, heliport, balloon port, ultralite port, landing field, or landing strip** in the I-2 District, subject to the Federal Aviation Administration certifying that a new or reoriented

runway will not interfere with the flight pattern of any established airport, landing field, or landing strip.

3. **Auditorium, amphitheater, stadium, arena, armory, gymnasium, billiard and pool room, game room, arcade, club, fraternal organization, night club, bowling alley, dance hall, amusement park, meeting hall, conference center, lodge hall, health club, theatre and movie theatre, and other similar places for public events** in any use district other than Residential Districts.
4. **Billiard and pool room, game room, and arcade** allowed by right in the B-2 District.
5. **Bed and breakfast establishment.** Bed and Breakfast establishments, subject to the provisions of 50 ILCS 820/ et seq., as amended, in R-4, R-5, B-1, B-2, and O-T Districts.
6. **Bulk storage, mini-storage, self-storage, climate-controlled facilities** in I-2 District.
7. **Bus terminal or any other public transportation terminal facilities** in any use district.
8. **Cemetery or mausoleum** in any use district.
9. **Chemical manufacturing** in B-P and I-2 Districts.
10. **Church** in R-1, R-2, R-5, R-1A, and R-1E Districts. Permitted by right in R-3, R-4, O-T, and I-2 Districts. Churches shall be on a minimum lot size of 10,000 square feet, with a 75-foot minimum width. The front yard setback shall be at least 30 feet, the rear yard shall be a minimum of 30 feet and the side yards at least 25 feet. The height of the building shall be a maximum of 45 feet with the tower no taller than 75 feet.
11. **Compost facility** in the I-2 District.
12. **Day care center** in any use district other than Residential Districts.
13. **Dining, open air** designed for more than 12 customers, in B-1, B-2, O-T, and OR&D Districts. In no case shall the open-air dining facility block the sidewalk or entrances, or extend beyond the storefront, or extend beyond the property limits.
14. **Residential dwellings**, above the ground floor, as secondary uses to primary commercial and office uses, in B-1 and B-2 Districts, anywhere other than the Old Town (Downtown).
15. **Drive-through/up service** in any use district, other than Residential and O-T Districts.
16. **Extraction or processing of gravel, sand, minerals or other raw materials including asphalt plant and concrete plant** in the I-2 District.
17. **Fire station** in any use district.
18. **Freight terminal** in I-1, I-2, and B-P Districts.
19. **Funeral home, mortuary** in B-1, B-2, I-1, and I-2 Districts.
20. **Golf course, public or private** in any use district.
21. **Group home, halfway house** in B-1, B-2, R-4, and R-5 Districts.
22. **Gun ranges, skeet and trap shooting, archery ranges** in the I-2 District.
23. **Hospital** in any use district.
24. **Hotel, motel** in B-1, B-2, and O-T Districts. Permitted by right in the OR&D District.
25. **Kennel, animal shelter, veterinarian clinic, animal hospital, grooming, pet day care** in B-1, B-2, I-1, and I-2 Districts.
26. **Marina commercial** in B-1, B-2, and O-T Districts.
27. **Medical Cannabis, Cultivation** in the I-2 District.
28. **Medical Cannabis, Dispensary** in B-2 and I-1 Districts and not permitted within 1,000 feet of Randall Road.
29. **Medical clinic/office** in B-1, B-2, OR&D, O-T, and B-P Districts. Not including massage therapist or optometrist when associated with retail eyewear store.
30. **Miniature golf, driving ranges, batting cages, and other outdoor recreation uses** in B-2, I-1, and I-2 Districts.
31. **Motor vehicle detailing, car wash, oil change, minor repair** in the B-2 District and not permitted on lots with frontage on Randall Road, West Algonquin Road, East Algonquin Road, and Main Street.
32. **Motor vehicle (new) sales and services, automobile service station** in the B-2 District.

33. **Motor vehicle (used) sales and services, major automotive repair, automobile bodywork, and painting** in I-1 and I-2 Districts.
34. **Motor vehicle wrecking yard** in the I-2 District.
35. **Motor vehicle and other private vehicle storage yard** in the I-2 District.
36. **Off-street parking areas and garages** in R-3, R-4, and R-5 Districts. Permitted by right in B-1, B-2, OR&D, I-1, I-2, and B-P Districts.
37. **Outside display, sales, and storage** in B-1, B-2, I-1, and I-2 Districts. See Section 21.12.F for additional regulations.
38. **Pawn shops or payday advance** in I-1 and I-2 Districts, but not on any property within 1,000 feet of Randall Road or Algonquin Road, regardless of the zoning classification.
39. **Planned development** in any use district.
40. **Privately-owned recreation building or community center** in any use district.
41. **Private park or private playground** in any use district.
42. **Racetrack, raceway, race course** in the I-2 District.
43. **Radio and television transmitting or antenna towers (commercial) and other electronic equipment requiring outdoor structures, and including antenna towers used for the sending of private messages but not including private receiving aerials, antennas, or towers** in any use district; however, permitted by right in the I-2 District. See Section 21.12.H for additional regulations.
44. **Recycling drop-off centers** in I-1 and I-2 District, where, if in the I-1 District, there is no processing on-site other than bailing or bundling, and no outdoor processing or storage of any materials, equipment, or product of any kind.
45. **Rest home, nursing home, assisted living** in B-1, B-2, R-4, and R-5 Districts.
46. **Salvage yard, junkyard, waste disposal, waste recycling, or sanitary landfill** in the I-2 District.
47. **Schools, elementary, high and college, business or trade, public or private** in any use district.
48. **Slaughter house** in the I-2 District.
49. **Tattoo and body piercing** in the I-2 District.
50. **Zoo** in any use district other than Residential Districts.
51. And any other similar uses as determined by the Zoning Administrator in writing.

SECTION 6: Section 21.18(A), PUBLIC HEARING NOTICE, of the Algonquin Zoning Ordinance, shall be amended to read as follows:

- A. **PUBLIC HEARING NOTICE.** Within a reasonable time following receipt of all papers and documents relating to an appeal, an application for special use or, a planned development, or a petition for an amendment of the regulations or zoning district boundaries established by this Chapter, there shall be published in an official newspaper (*Northwest Herald* or *Daily Herald*) a notice of the time and place of the public hearing thereon. Such notice shall be published not less than 15 days nor more than 30 days before the hearing date and shall contain (i) the common street address or addresses, (ii) the property index number ("PIN") or numbers of all the parcels of the real property contained in the affected area, (iii) the approximate size of the property in acres, or square feet if under an acre, and (iv) a brief description of the nature of the matter to be heard.

Notice shall also be mailed to the individuals who last paid taxes on the property adjacent to the subject property of the petition (exclusive of rights-of-ways). Said notices shall be mailed, by certified mail (with return receipt), by the petitioner/applicant, not less than 15 days or more than 30 days before the hearing date. All return receipts shall be submitted to the Community Development Department prior to the public hearing.

In addition to the other notices provided for herein, the petitioner/applicant shall post notice of said hearing by the erection of a sign, to be provided by the Village, on the subject property for a period of not less than 15 continuous days immediately preceding the date of the hearing and not more than 30

days before the date of the hearing. The required sign shall be posted in a conspicuous place allowing unobstructed public viewing.

SECTION 7: 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 8: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9: 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 Debby Sosine

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk Fred Martin

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

# ORDINANCE NO. 2022-O-

## AN ORDINANCE AMENDING THE VILLAGE OF ALGONQUIN ANNUAL BUDGET FOR FISCAL YEAR 2021-2022

**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.

**WHEREAS**, the President and Board of Trustees of the Village of Algonquin, McHenry and Kane counties, Illinois, have adopted the budget form of financing by passing Ordinance 92-0-82, "An Ordinance Authorizing the Budget Process for Fiscal Years Beginning with the 1993-94 Fiscal Year and Amending the Algonquin Municipal Code," and subsequently passed Ordinance 2021-O-11 "An Ordinance Approving the Village of Algonquin Annual Budget for Fiscal Year 2021–2022"; and

**WHEREAS**, 65 ILCS 5/8-2-9.6 provides that by a vote of two-thirds of the corporate authorities then holding office, the annual budget "may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves;" and

**WHEREAS**, since the passage of Ordinance 2021-O-11 the President and Board of Trustees have found it necessary to amend Ordinance 2021-O-11.

**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 Ordinance 2021-O-11, "An Ordinance Approving the Village of Algonquin Annual Budget for Fiscal Year 2021–2022," shall be amended as depicted in Exhibit A, attached hereto and made a part hereof.

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

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

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

**VOTING AYE:**

**VOTING NAY:**

**ABSTAIN:**

**ABSENT:**

**APPROVED:**

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**Debby Sosine, Village President**

**ATTEST:** \_\_\_\_\_  
**Fred Martin, Village Clerk**

Passed:

Approved:

PUBLISHED IN PAMPHLET FORM:

**Village of Algonquin**  
**Budget Amendments for the Year Ending 4/30/2022**  
**Fund Balance Offset**

Exhibit A  
As of 4/30/22

**General Fund**

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
<b>Expenditures:</b>				
01200200 43309	Materials	\$ 27,000	\$ 39,000	\$ 12,000
01300100 43333	IT Equipment & Supplies	\$ 18,849	\$ 27,969	\$ 9,120
01200200 42234	Professional Services	\$ 33,200	\$ 53,000	\$ 19,800
01300100 47769	Miscellaneous Expense	\$ -	\$ 61,316	\$ 61,316
01500300 45590	Capital Purchase	\$ -	\$ 195,926	\$ 195,926
01100100 43333	IT Equipment & Supplies	\$ 10,000	\$ 16,595	\$ 6,595
01200200 43333	IT Equipment & Supplies	\$ 51,900	\$ 59,891	\$ 7,991
01300100 43333	IT Equipment & Supplies	\$ 10,100	\$ 12,949	\$ 2,849
01400300 43333	IT Equipment & Supplies	\$ 11,800	\$ 17,923	\$ 6,123
01500300 43333	IT Equipment & Supplies	\$ 19,425	\$ 23,874	\$ 4,449
01300100 41110	Salaries	\$ 726,000	\$ 782,875	\$ 56,875
01300100 41103	IMRF	\$ 90,000	\$ 97,400	\$ 7,400
01300100 41104	FICA	\$ 57,000	\$ 61,355	\$ 4,355
01300100 41106	Insurance	\$ 88,000	\$ 93,560	\$ 5,560
01300100 42234	Professional Services	\$ 136,900	\$ 290,900	\$ 154,000
01300100 42234	Professional Services	\$ 136,900	\$ 204,900	\$ 68,000
01200200 45590	Capital Purchase	\$ -	\$ 8,963	\$ 8,963
		<b>\$ 1,417,074</b>	<b>\$ 2,048,397</b>	<b>\$ 631,322</b>

**Swimming Pool Fund**

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
<b>Expenditures:</b>				
05900100 43370	Infrastructure Maint Improv	\$ -	\$ 575	\$ 575
05900100 43333	IT Equipment & Supplies	\$ 1,000	\$ 2,915	\$ 1,915
		<b>\$ 1,000</b>	<b>\$ 3,490</b>	<b>\$ 2,490</b>

**Park Improvement Fund**

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
<b>Expenditures:</b>				
06900300 45593	Capital Improvements	\$ -	\$ 38,075	\$ 38,075
		<b>\$ -</b>	<b>\$ 38,075</b>	<b>\$ 38,075</b>

**Water & Sewer Operating Fund**

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
<b>Expenditures:</b>				
07700400 45590	Capital Purchase	\$ 80,000	\$ 125,658	\$ 45,658
07800400 45590	Capital Purchase	\$ -	\$ 125,658	\$ 125,658
07800400 43333	IT Equipment & Supplies	\$ 91,100	\$ 92,081	\$ 981
07700400 44418	Maintenance - Wells	\$ 93,400	\$ 221,400	\$ 128,000
07700400 45590	Capital Purchase	\$ -	\$ 80,000	\$ 80,000
		<b>\$ 264,500</b>	<b>\$ 644,797</b>	<b>\$ 380,297</b>

**Development Fund**

<u>Account #</u>	<u>Description</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
<b>Expenditures:</b>				
16230300 42264	Snow Removal	\$ 70,000	\$ 92,500	\$ 22,500
16260100 47710	Economic Development	\$ 50,000	\$ 110,000	\$ 60,000
		<b>\$ 120,000</b>	<b>\$ 202,500</b>	<b>\$ 82,500</b>



Exhibit A (cont.)  
As of 4/30/22

**Building Maintenance Service**

Account #

**Expenditures:**

28900000 43333

Description

IT Equipment & Supplies

<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
4,300.00	8,148	\$ 3,848
<b>\$ 4,300</b>	<b>\$ 8,148</b>	<b>\$ 3,848</b>

**Vehicle Maintenance Service**

Account #

**Expenditures:**

29900000 43333

Description

IT Equipment & Supplies

<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase/ (Decrease)</u>
-	1,314	\$ 1,314
<b>\$ -</b>	<b>\$ 1,314</b>	<b>\$ 1,314</b>

**Total - All Funds:**

**Revenues**

**\$ -**

**Expenditures**

**\$ 1,134,684**

**Recap of Revisions:**

Fund:

General

Motor Fuel Tax

Swimming Pool

Park Improvement

Water & Sewer Operating

Water & Sewer Improvement

Development

Total

<u>Revenues</u>	<u>Expenditures</u>
<u>Increase/(Decrease)</u>	
\$ -	\$ 631,322
\$ -	\$ -
\$ -	\$ 2,490
\$ -	\$ 38,075
\$ -	\$ 380,297
\$ -	\$ -
\$ -	\$ 82,500
<b>\$ -</b>	<b>\$ 1,134,684</b>



# Village of Algonquin

The Gem of the Fox River Valley

September 1, 2022

Village President and Board of Trustees:

The List of Bills dated 9/6/22, payroll expenses, and insurance premiums totaling \$3,036,378.59 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.

Baxter & Woodman	\$ 57,834.00	Ratt Creek Reach 5 Restoration
Burke LLC	78,318.00	Gaslight Park Upgrades
Burke LLC	165,070.10	Brick Paver Replacement
Burke LLC	313,834.47	Downtown Streetscape Riverwalk
Engineering Enterprises	3,504.75	PRV Replacement Program Year 2
Hayes Industries	34,377.20	Downtown Streetscape Riverwalk
Martam Construction	7,572.00	Harper Drive Wall
McHenry County Risk Management	419,734.00	2022-2023 Pool Year Installment #2
RES Great Lakes	3,575.00	Ratt Creek Reach 5 Restoration
Trotter & Associates	14,439.75	Wastewater Facility Plan Updates
Tyler Technologies	79,766.01	MUNIS Support 9/22 – 9/23
Ultra Strobe Communications	3,137.37	Squad 15 Equipment
Ultra Strobe Communications	6,688.42	Squad 17 Equipment

Please note:

The 8/31/2022 payroll expenses totaled \$643,232.20.

September 2022 insurance premiums to IPBC totaled \$193,364.21.

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 be 'TS' followed by a long horizontal flourish.

Tim Schloneger  
Village Manager

TS/mjn

# Village of Algonquin

## List of Bills 9/6/2022

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>ALGONQUIN AUTO CLINIC &amp; TIRE INC</b>					
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
ALIGNMENT FOR UNIT 99	109.95	OUTSOURCED INVENTORY	29-14240-	58663	29230079
<b>Vendor Total: \$109.95</b>					
<b>ALLIED ASPHALT PAVING CO</b>					
		<b>MFT - EXPENSE PUBLIC WORKS</b>			
22-00000-00-GM ASPHALT	286.13	MATERIALS	03900300-43309-	242532	40230131
		<b>MFT - EXPENSE PUBLIC WORKS</b>			
22-00000-00-GM ASPHALT	1,711.81	MATERIALS	03900300-43309-	242886	40230143
<b>Vendor Total: \$1,997.94</b>					
<b>ALTA CONSTRUCTION EQUIPMENT ILLINOIS LLC</b>					
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
FUEL CAP/BLADE/PLATE SPRING/BOLT	142.40	INVENTORY	29-14220-	SP4/55016	29230074
<b>Vendor Total: \$142.40</b>					
<b>AMERICAN SOLUTIONS FOR BUSINESS</b>					
		<b>CDD - EXPENSE GEN GOV</b>			
NAME BADGES	144.04	PRINTING & ADVERTISING	01300100-42243-	INV06038878	30230021
<b>Vendor Total: \$144.04</b>					
<b>ANDERSON LOCK</b>					
		<b>BUILDING MAINT. BALANCE SHEET</b>			
SPECIAL KEY CUT	136.40	INVENTORY	28-14220-	1100474	28230007
<b>Vendor Total: \$136.40</b>					
<b>ARROW ROAD CONSTRUCTION</b>					
		<b>MFT - EXPENSE PUBLIC WORKS</b>			
22-00000-00-GM ASPHALT	1,179.58	MATERIALS	03900300-43309-	32815	40230127
<b>Vendor Total: \$1,179.58</b>					
<b>ATLAS BOBCAT LLC</b>					
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
AIR FILTER	64.66	INVENTORY	29-14220-	BQ1315	29230001
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
WIPER ARM	122.80	INVENTORY	29-14220-	BQ1192	29230001
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
BELT CLUTH	285.06	INVENTORY	29-14220-	BQ1365	29230001
<b>Vendor Total: \$472.52</b>					
<b>B &amp; F CONSTRUCTION CODE SERVICES INC</b>					
		<b>CDD - EXPENSE GEN GOV</b>			
SPRINKLER REVIEW - NORTHPOINT 1	3,055.00	PROFESSIONAL SERVICES	01300100-42234-	59806	30230007

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>CDD - EXPENSE GEN GOV</b>					
SPRINKLER REVIEW - NORTHPOINT 2	5,866.00	PROFESSIONAL SERVICES	01300100-42234-	59807	30230007
Vendor Total:	\$8,921.00				
<b>BAXTER &amp; WOODMAN NATURAL RESOURCES, LLC</b>					
<b>STREET IMPROV- EXPENSE PUBWRKS</b>					
RATT CREEK REACH 5 RESTORATION	57,834.00	CAPITAL IMPROVEMENTS	04900300-45593-S1744	0237292	40230129
Vendor Total:	\$57,834.00				
<b>BEAR AUTO GROUP</b>					
<b>VEHICLE MAINT. BALANCE SHEET</b>					
GASKETS/BUSHES	199.94	INVENTORY	29-14220-	37724	29230039
Vendor Total:	\$199.94				
<b>BRISTOL HOSE &amp; FITTING</b>					
<b>BUILDING MAINT. BALANCE SHEET</b>					
HOSE BUMPER	100.88	INVENTORY	28-14220-	3492741	28230011
<b>VEHICLE MAINT. BALANCE SHEET</b>					
SWIVEL	55.96	INVENTORY	29-14220-	3493002	29230026
<b>VEHICLE MAINT. BALANCE SHEET</b>					
PIPE/SWIVEL	130.07	INVENTORY	29-14220-	3493541	29230026
Vendor Total:	\$286.91				
<b>BURKE LLC</b>					
<b>GENERAL SERVICES PW - EXPENSE</b>					
GASLIGHT PARK UPGRADES	78,318.00	PARK UPGRADES	01500300-43360-	PAY REQUEST #1 FINAL	40230138
<b>STREET IMPROV- EXPENSE PUBWRKS</b>					
BRICK PAVER REPLACEMENT	165,070.10	INFRASTRUCTURE MAINT IMPROV	04900300-43370-	PAY REQUEST #2 FINAL	40230137
<b>STREET IMPROV- EXPENSE PUBWRKS</b>					
DOWNTOWN STREETScape RIVERWALK	313,834.47	CAPITAL IMPROVEMENTS	04900300-45593-S2023	PAY REQUEST #5	40230128
Vendor Total:	\$557,222.57				
<b>BUSS FORD SALES LLC</b>					
<b>VEHICLE MAINT. BALANCE SHEET</b>					
RETURNED GEAR ASSEMBLY	-400.00	INVENTORY	29-14220-	5045664	29230042
<b>VEHICLE MAINT. BALANCE SHEET</b>					
GEAR ASSEMBLY/STEERING SPORD	1,830.91	INVENTORY	29-14220-	5045524	29230042
Vendor Total:	\$1,430.91				
<b>CHRISTOPHER B BURKE ENG LTD</b>					
<b>CDD - EXPENSE GEN GOV</b>					
ZOOM MEETING FOR HUNTINGTON CLUB	138.75	PROFESSIONAL SERVICES	01300100-42234-	176674	30230022
<b>GENERAL SERVICES PW - EXPENSE</b>					
ANNUAL BRIDGE INSPECTION	1,261.25	ENGINEERING/DESIGN SERVICES	01500300-42232-	176684	50230047
<b>PARK IMPR - EXPENSE PUB WORKS</b>					
WILLOUGHBY FARMS PARK TENNIS COURT	2,241.00	ENGINEERING/DESIGN SERVICES	06900300-42232-P2212	176683	40230116
<b>PARK IMPR - EXPENSE PUB WORKS</b>					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
KELLIHER PARK PICKELBALL COURT	2,641.00	ENGINEERING/DESIGN SERVICES	06900300-42232-P2222	176682	40230115
		<b>STREET IMPROV- EXPENSE PUBWRKS</b>			
WILLOUGHBY FARMS SECTION 1	4,015.00	ENGINEERING/DESIGN SERVICES	04900300-42232-S2242	176678	40230117
<b>Vendor Total: \$10,297.00</b>					
<b>CLIMATE SERVICE INC</b>					
		<b>BUILDING MAINT. BALANCE SHEET</b>			
HUMIDIFIER CONTRACT 6/1/22-5/31/23	20,240.00	OUTSOURCED INVENTORY	28-14240-	60048-1	28230001
<b>Vendor Total: \$20,240.00</b>					
<b>COMCAST CABLE COMMUNICATION</b>					
		<b>GS ADMIN - EXPENSE GEN GOV</b>			
8/22/22-9/21/22 HVH	111.85	TELEPHONE	01100100-42210-	8771 10 002 0416275	10230020
		<b>SWIMMING POOL -EXPENSE GEN GOV</b>			
8/14/22-9/13/22 POOL	111.85	TELEPHONE	05900100-42210-	8771 10 002 0452635	10230026
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
8/11/22-9/10/22 WTP #1	151.85	TELEPHONE	07700400-42210-	8771 10 002 0436950	10230021
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
8/12/22-9/11/22 WTP #3	151.85	TELEPHONE	07700400-42210-	8771 10 002 0443121	10230025
<b>Vendor Total: \$527.40</b>					
<b>COMMONWEALTH EDISON</b>					
		<b>POLICE - EXPENSE PUB SAFETY</b>			
7/13/22-8/11/22 WILBRANDT REAR TOWER	25.89	ELECTRIC	01200200-42212-	0249109037	10230003
		<b>CDD - EXPENSE GEN GOV</b>			
7/13/22-8/11/22 221 S MAIN	253.04	ELECTRIC	01300100-42212-	3642344011	10230029
		<b>GENERAL SERVICES PW - EXPENSE</b>			
7/13/22-8/11/22 RT 31 AND RT 62	20.32	ELECTRIC	01500300-42212-	3886048007	50230014
		<b>GENERAL SERVICES PW - EXPENSE</b>			
7/13/22-8/11/22 MCCD TRAILHEAD	52.61	ELECTRIC	01500300-42212-	2073075100	50230014
		<b>GENERAL SERVICES PW - EXPENSE</b>			
7/13/22-8/11/22 CHARGING STATIONS	257.16	ELECTRIC	01500300-42212-	3139139140	50230014
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
7/13/22-8/11/22 BRITTANY HILLS LS	32.97	ELECTRIC	07800400-42212-	4483077090	70230003
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
7/13/22-8/11/22 LOWE DRIVE LS	47.53	ELECTRIC	07800400-42212-	3027111096	70230003
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
7/13/22-8/11/22 N RIVER ROAD LS	61.61	ELECTRIC	07800400-42212-	3153024057	70230003
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
7/12/22-8/10/22 WOODSCREEK LS	190.73	ELECTRIC	07800400-42212-	0107108145	70230003
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
7/13/22-8/11/22 LA FOX RIVER LS	318.73	ELECTRIC	07800400-42212-	0041133224	70230003
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
7/13/22-8/11/22 HUNTING PRESSURE VALVE	44.71	ELECTRIC	07700400-42212-	0282127066	70230002
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
7/13/22-8/11/22 SPRING HILL/COUNTY LINE	46.98	ELECTRIC	07700400-42212-	2079003028	70230002

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>WATER OPER - EXPENSE W&amp;S BUSI</b>					
7/13/22-8/11/22 JACOBS TOWER	57.65	ELECTRIC	07700400-42212-	2355094078	70230002
<b>WATER OPER - EXPENSE W&amp;S BUSI</b>					
7/13/22-8/11/22 HILLSIDE BOOSTER	60.59	ELECTRIC	07700400-42212-	5743093053	70230002
<b>WATER OPER - EXPENSE W&amp;S BUSI</b>					
7/13/22-8/11/22 COPPER OAKS TOWER	64.86	ELECTRIC	07700400-42212-	4777074007	70230002
<b>WATER OPER - EXPENSE W&amp;S BUSI</b>					
7/13/22-8/11/22 HANSON TOWER	65.34	ELECTRIC	07700400-42212-	1697161042	70230002
<b>WATER OPER - EXPENSE W&amp;S BUSI</b>					
7/14/22-8/12/22 WELL 901 SANDBLOOM ROAD	440.75	ELECTRIC	07700400-42212-	0112085088	70230002
<b>WATER OPER - EXPENSE W&amp;S BUSI</b>					
7/13/22-8/11/22 HUNTINGTON BOOSTER	808.71	ELECTRIC	07700400-42212-	0101073045	70230002
<b>WATER OPER - EXPENSE W&amp;S BUSI</b>					
7/7/22-8/5/22 WELL #13	1,517.89	ELECTRIC	07700400-42212-	5151039132	70230002
<b>GENERAL SERVICES PW - EXPENSE</b>					
7/13/22-8/11/22 METERED STREET LIGHTS	586.52	ELECTRIC	01500300-42212-	4473011035	50230003
<b>Vendor Total: \$4,954.59</b>					
<b>COMPLETE CLEANING CO INC</b>					
<b>BUILDING MAINT. BALANCE SHEET</b>					
CLEANING SERVICES - HVH	504.00	OUTSOURCED INVENTORY	28-14240-	C21922	28230010
<b>BUILDING MAINT. BALANCE SHEET</b>					
CLEANING SERVICES - WWTF	671.00	OUTSOURCED INVENTORY	28-14240-	C21919	28230010
<b>BUILDING MAINT. BALANCE SHEET</b>					
CLEANING SERVICES - PW	1,203.00	OUTSOURCED INVENTORY	28-14240-	C21920	28230010
<b>BUILDING MAINT. BALANCE SHEET</b>					
CLEANING SERVICES - GMC	2,314.00	OUTSOURCED INVENTORY	28-14240-	C21921	28230010
<b>Vendor Total: \$4,692.00</b>					
<b>CREATIVE PROMOTIONAL APPAREL INC</b>					
<b>CDD - EXPENSE GEN GOV</b>					
CDD EMPLOYEE HATS	314.00	UNIFORMS & SAFETY ITEMS	01300100-47760-	18104	30230018
<b>Vendor Total: \$314.00</b>					
<b>DELL MARKETING LP</b>					
<b>GEN NONDEPT - EXPENSE GEN GOV</b>					
DELL 65-WATT LAPTOP USB TYPE C	156.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	10605922819	10230165
<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>					
DELL 65-WATT LAPTOP USB TYPE C	19.50	IT EQUIPMENT & SUPPLIES	07800400-43333-	10605922819	10230165
<b>WATER OPER - EXPENSE W&amp;S BUSI</b>					
DELL 65-WATT LAPTOP USB TYPE C	19.50	IT EQUIPMENT & SUPPLIES	07700400-43333-	10605922819	10230165
<b>CDD - EXPENSE GEN GOV</b>					
CD CONFERENCE ROOM DISPLAY WALL	25.99	IT EQUIPMENT & SUPPLIES	01300100-43333-	10605899990	10230077
<b>GEN NONDEPT - EXPENSE GEN GOV</b>					
CD CONFERENCE ROOM DISPLAY WALL	1,100.00	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	10605899990	10230077

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>Vendor Total: \$1,320.99</b>					
<b>DLS INTERNET SERVICES</b>					
9/25/22-10/25/22 AT&T BROADBAND	8.00	<b>GEN NONDEPT - EXPENSE GEN GOV</b> IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1618943	10230036
9/25/22-10/25/22 AT&T BROADBAND	1.00	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> IT EQUIPMENT & SUPPLIES	07800400-43333-	1618943	10230036
9/25/22-10/25/22 AT&T BROADBAND	1.00	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> IT EQUIPMENT & SUPPLIES	07700400-43333-	1618943	10230036
9/25/22-10/25/22 AT&T BROADBAND	8.00	<b>GEN NONDEPT - EXPENSE GEN GOV</b> IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1618959	10230036
9/25/22-10/25/22 AT&T BROADBAND	1.00	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> IT EQUIPMENT & SUPPLIES	07800400-43333-	1618959	10230036
9/25/22-10/25/22 AT&T BROADBAND	1.00	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> IT EQUIPMENT & SUPPLIES	07700400-43333-	1618959	10230036
9/25/22-10/25/22 AT&T BROADBAND	8.00	<b>GEN NONDEPT - EXPENSE GEN GOV</b> IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1618962	10230036
9/25/22-10/25/22 AT&T BROADBAND	1.00	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> IT EQUIPMENT & SUPPLIES	07800400-43333-	1618962	10230036
9/25/22-10/25/22 AT&T BROADBAND	1.00	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> IT EQUIPMENT & SUPPLIES	07700400-43333-	1618962	10230036
9/25/22-10/25/22 AT&T BROADBAND	40.00	<b>GEN NONDEPT - EXPENSE GEN GOV</b> IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1618960	10230036
9/25/22-10/25/22 AT&T BROADBAND	5.00	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> IT EQUIPMENT & SUPPLIES	07800400-43333-	1618960	10230036
9/25/22-10/25/22 AT&T BROADBAND	5.00	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> IT EQUIPMENT & SUPPLIES	07700400-43333-	1618960	10230036
9/25/22-10/25/22 AT&T BROADBAND	120.30	<b>GEN NONDEPT - EXPENSE GEN GOV</b> IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1618958	10230036
9/25/22-10/25/22 AT&T BROADBAND	15.04	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> IT EQUIPMENT & SUPPLIES	07800400-43333-	1618958	10230036
9/25/22-10/25/22 AT&T BROADBAND	15.04	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> IT EQUIPMENT & SUPPLIES	07700400-43333-	1618958	10230036
9/25/22-10/25/22 AT&T BROADBAND	120.30	<b>GEN NONDEPT - EXPENSE GEN GOV</b> IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1618961	10230036
9/25/22-10/25/22 AT&T BROADBAND	15.04	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> IT EQUIPMENT & SUPPLIES	07800400-43333-	1618961	10230036
9/25/22-10/25/22 AT&T BROADBAND	15.04	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> IT EQUIPMENT & SUPPLIES	07700400-43333-	1618961	10230036
<b>Vendor Total: \$380.76</b>					
<b>DYNEGY ENERGY SERVICES</b>					
7/14/22-8/11/22 POOL	518.36	<b>SWIMMING POOL -EXPENSE GEN GOV</b> ELECTRIC	05900100-42212-	4484041003	10230041
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			



Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
7/14/22-8/11/22 ALGONQUIN SHORES LS	193.13	ELECTRIC	07800400-42212-	0033167056	70230019
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
7/12/22-8/9/22 GRAND RESERVE	225.75	ELECTRIC	07800400-42212-	1784099011	70230019
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
7/13/22-8/10/22 BRAEWOOD LS	520.35	ELECTRIC	07800400-42212-	0813024065	70230019
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
7/7/22-8/4/22 WELL #15	69.32	ELECTRIC	07700400-42212-	4111038007	70230020
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
7/13/22-8/10/22 COUNTRYSIDE BOOSTER	81.15	ELECTRIC	07700400-42212-	3909078023	70230020
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
7/13/22-8/10/22 CARY BOOSTER	194.18	ELECTRIC	07700400-42212-	1263068132	70230020
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
7/13/22-8/10/22 ZANGE BOOSTER	255.51	ELECTRIC	07700400-42212-	2425109004	70230020
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
7/13/22-8/10/22 WELL #9	758.89	ELECTRIC	07700400-42212-	1753062020	70230020
<b>Vendor Total: \$2,816.64</b>					
<b>EBY GRAPHICS INC</b>					
		<b>POLICE - EXPENSE PUB SAFETY</b>			
SQUAD 15 GRAPHICS	525.00	CAPITAL PURCHASE	01200200-45590-	9550	20230073
<b>Vendor Total: \$525.00</b>					
<b>EDS RENTAL &amp; SALES INC</b>					
		<b>GENERAL SERVICES PW - EXPENSE</b>			
P&F RENTAL EQUIP - CONCRETE MIXER	175.00	EQUIPMENT RENTAL	01500300-42270-	369692-3	50230054
<b>Vendor Total: \$175.00</b>					
<b>ENGINEERING ENTERPRISES, INC</b>					
		<b>W &amp; S IMPR. - EXPENSE W&amp;S BUSI</b>			
PRV REPLACEMENT PROGRAM YEAR 2	3,504.75	ENGINEERING/DESIGN SERVICES	12900400-42232-W2012	74910	40230133
<b>Vendor Total: \$3,504.75</b>					
<b>INTERCEPT CORP</b>					
		<b>RECREATION - EXPENSE GEN GOV</b>			
FALL SPECIAL EVENT - DRIVE IN MOVIE	1,700.00	RECREATION PROGRAMS	01101100-47701-	9/16/22 MOVIE	10230195
<b>Vendor Total: \$1,700.00</b>					
<b>FERGUSON ENTERPRISES INC</b>					
		<b>BUILDING MAINT. BALANCE SHEET</b>			
TANK TO BOWL GASKET	1.29	INVENTORY	28-14220-	6790928	28230013
		<b>BUILDING MAINT. BALANCE SHEET</b>			
PD-15"LAV TOILET	1,087.50	INVENTORY	28-14220-	6563787	28230069
		<b>BUILDING MAINT. BALANCE SHEET</b>			
PD-15"LAV TOILET	3,258.05	INVENTORY	28-14220-	6563787-1	28230069
<b>Vendor Total: \$4,346.84</b>					
<b>FISHER AUTO PARTS INC</b>					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
RETURNED WINDSHIELD WASHER SOLVENT	-6.64	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-623403	29230021
MINI BULB	7.24	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-622920	29230021
SIDE MARKER LIGHT	19.10	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-623259	29230021
OIL FILTER	19.16	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-623123	29230021
OIL FILTER	25.03	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-624211	29230021
OIL FILTER	33.92	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-623191	29230021
OIL FILTER	33.92	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-623661	29230021
OIL FILTER	57.24	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-624069	29230021
WINDSHIELD WASHER SOLVENT	59.76	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-623402	29230021
OIL FILTER/FUEL FILTERS	59.85	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-624197	29230021
DISC BRAKE PAD SET	64.73	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-624063	29230021
OIL FILTER	67.84	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-623704	29230021
WHEEL BEARING & HUB ASSEMBLY	339.10	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-624221	29230021
Vendor Total: \$780.25					
FOSTER COACH SALES INC					
ROTOARY LATCHES	58.50	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	24440	29230028
Vendor Total: \$58.50					
GASVODA & ASSOCIATES					
SPARE PARTS WTP 2	113.28	WATER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07700400-44412-	INV22MSR0225CHF	70230142
Vendor Total: \$113.28					
GERALD A CAVANAUGH					
EXTERMINATOR - AUGUST 2022	198.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	5431	28230004
Vendor Total: \$198.00					
GESKE AND SONS INC					
22-00000-00-GM ASPHALT	299.15	MFT - EXPENSE PUBLIC WORKS MATERIALS	03900300-43309-	1871	40230126

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>GENERAL SERVICES PW - EXPENSE</b>					
ASPHALT	1,135.58	MAINT - STORM SEWER	01500300-44431-	1876	50230053
<b>Vendor Total: \$1,434.73</b>					
<b>GLOBAL EQUIPMENT COMPANY</b>					
<b>BUILDING MAINT. BALANCE SHEET</b>					
COALESCING FILTER	157.20	INVENTORY	28-14220-	119427125	28230067
<b>Vendor Total: \$157.20</b>					
<b>GOVTEMPSUSA LLC</b>					
<b>CDD - EXPENSE GEN GOV</b>					
8/8/22-8/21/22 BLANCHARD	3,755.50	PROFESSIONAL SERVICES	01300100-42234-	4027066	30230006
<b>CDD - EXPENSE GEN GOV</b>					
7/25/22-8/7/22 BLANCHARD	3,775.80	PROFESSIONAL SERVICES	01300100-42234-	4018167	30230006
<b>Vendor Total: \$7,531.30</b>					
<b>GRAINGER</b>					
<b>WATER OPER - EXPENSE W&amp;S BUSI</b>					
WATER KEY FOUR WAY	11.16	SMALL TOOLS & SUPPLIES	07700400-43320-	9405353005	28230064
<b>VEHICLE MAINT. BALANCE SHEET</b>					
GREASE GUN	114.40	INVENTORY	29-14220-	9403415095	29230045
<b>GENERAL SERVICES PW - EXPENSE</b>					
PPE - GLOVES	419.04	UNIFORMS & SAFETY ITEMS	01500300-47760-	9415462564	28230073
<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>					
PPE - GLOVES	209.52	UNIFORMS & SAFETY ITEMS	07800400-47760-	9415462564	28230073
<b>WATER OPER - EXPENSE W&amp;S BUSI</b>					
PPE - GLOVES	209.52	UNIFORMS & SAFETY ITEMS	07700400-47760-	9415462564	28230073
<b>BUILDING MAINT. BALANCE SHEET</b>					
SCREEN WIPES	9.04	INVENTORY	28-14220-	9423524843	28230030
<b>BUILDING MAINT. BALANCE SHEET</b>					
VACUUM BREAKER REPAIR KIT	32.28	INVENTORY	28-14220-	9413459620	28230030
<b>BUILDING MAINT. BALANCE SHEET</b>					
V-BELT	39.50	INVENTORY	28-14220-	9424063478	28230030
<b>BUILDING MAINT. BALANCE SHEET</b>					
MASKING TAPE	68.90	INVENTORY	28-14220-	9424552892	28230030
<b>BUILDING MAINT. BALANCE SHEET</b>					
PLASTIC BIN	75.39	INVENTORY	28-14220-	9425870517	28230030
<b>BUILDING MAINT. BALANCE SHEET</b>					
WALL MOUNT FAN	108.22	INVENTORY	28-14220-	9410981378	28230030
<b>BUILDING MAINT. BALANCE SHEET</b>					
WASP AND HORNET KILLER	128.64	INVENTORY	28-14220-	9419988739	28230030
<b>BUILDING MAINT. BALANCE SHEET</b>					
CHAIR MAT	132.67	INVENTORY	28-14220-	9401842704	28230030
<b>BUILDING MAINT. BALANCE SHEET</b>					
CHAIR MAT	132.67	INVENTORY	28-14220-	9409594786	28230030
<b>BUILDING MAINT. BALANCE SHEET</b>					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
WALL HEATER MOTOR	147.55	INVENTORY	28-14220-	9414606245	28230030
		<b>BUILDING MAINT. BALANCE SHEET</b>			
TOILET PAPER DISPENSER	166.69	INVENTORY	28-14220-	9408354372	28230030
		<b>BUILDING MAINT. BALANCE SHEET</b>			
LIGHTBULB	229.80	INVENTORY	28-14220-	9425119352	28230030
		<b>BUILDING MAINT. BALANCE SHEET</b>			
URINAL WASHOUT	230.95	INVENTORY	28-14220-	9415573402	28230030
		<b>BUILDING MAINT. BALANCE SHEET</b>			
LIGHTBULB	285.40	INVENTORY	28-14220-	9425119345	28230030
		<b>BUILDING MAINT. BALANCE SHEET</b>			
CHAIR MAT	330.51	INVENTORY	28-14220-	9401994257	28230030
		<b>BUILDING MAINT. BALANCE SHEET</b>			
GARDEN HOSE AND HANGER	391.50	INVENTORY	28-14220-	9424063460	28230030
		<b>BUILDING MAINT. BALANCE SHEET</b>			
CHAIR MAT	771.19	INVENTORY	28-14220-	9400125747	28230030
		<b>BUILDING MAINT. BALANCE SHEET</b>			
BATTERY & BULB RECYCLING KITS	1,231.06	INVENTORY	28-14220-	9400125754	28230030
<b>Vendor Total: \$5,475.60</b>					
<b>GRAYBAR ELECTRIC CO</b>					
		<b>BUILDING MAINT. BALANCE SHEET</b>			
LIGHTING WALL	151.23	INVENTORY	28-14220-	9328296830	28230075
<b>Vendor Total: \$151.23</b>					
<b>H &amp; H ELECTRIC CO</b>					
		<b>MFT - EXPENSE PUBLIC WORKS</b>			
22-00000-00-GM STREET LIGHTING	8,415.00	MAINT - STREET LIGHTS	03900300-44429-	39620	40230134
		<b>MFT - EXPENSE PUBLIC WORKS</b>			
22-00000-00-GM STREET LIGHTING	8,415.00	MAINT - STREET LIGHTS	03900300-44429-	39619	40230135
<b>Vendor Total: \$16,830.00</b>					
<b>HACH COMPANY</b>					
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
LAB SUPPLIES	334.77	LAB SUPPLIES	07800400-43345-	13158564	70230124
<b>Vendor Total: \$334.77</b>					
<b>HAWKINS INC</b>					
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
CHEMICALS - ALUMINUM SULFATE	322.01	CHEMICALS	07800400-43342-	6252965	70230130
<b>Vendor Total: \$322.01</b>					
<b>HAYES INDUSTRIES</b>					
		<b>STREET IMPROV- EXPENSE PUBWRKS</b>			
DOWNTOWN STREETScape RIVERWALK	6,566.75	CAPITAL IMPROVEMENTS	04900300-45593-S2023	51232	40230142
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
LEAD SERVICE LINE REPLACEMENT	6,803.57	MATERIALS	07700400-43309-	51233	70230144
		<b>STREET IMPROV- EXPENSE PUBWRKS</b>			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
DOWNTOWN STREETSCAPE RIVERWALK	8,716.30	CAPITAL IMPROVEMENTS	04900300-45593-S2023	51230	40230140
		<b>STREET IMPROV- EXPENSE PUBWRKS</b>			
DOWNTOWN STREETSCAPE RIVERWALK	9,383.30	CAPITAL IMPROVEMENTS	04900300-45593-S2023	51231	40230141
		<b>STREET IMPROV- EXPENSE PUBWRKS</b>			
DOWNTOWN STREETSCAPE RIVERWALK	9,710.85	CAPITAL IMPROVEMENTS	04900300-45593-S2023	51229	40230139
<b>Vendor Total: \$41,180.77</b>					
<b>HD SUPPLY FACILITIES MAINTENANCE LTD</b>					
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
LAB SUPPLIES - WASH BOTTLES	42.40	LAB SUPPLIES	07700400-43345-	072377	70230141
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
LAB SUPPLIES	408.56	LAB SUPPLIES	07700400-43345-	056659	70230126
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
LAB SUPPLIES	474.26	LAB SUPPLIES	07800400-43345-	053430	70230125
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
LAB SUPPLIES	1,120.56	LAB SUPPLIES	07700400-43345-	064489	70230138
<b>Vendor Total: \$2,045.78</b>					
<b>HOT SHOTS SPORTS</b>					
		<b>RECREATION - EXPENSE GEN GOV</b>			
SUMMER SESSION 1	175.00	RECREATION PROGRAMS	01101100-47701-	2579	10230120
<b>Vendor Total: \$175.00</b>					
<b>ILEAS</b>					
		<b>POLICE - EXPENSE PUB SAFETY</b>			
2022/2023 MEMBERSHIP DUES	240.00	TRAVEL/TRAINING/DUES	01200200-47740-	DUES11298	20230070
<b>Vendor Total: \$240.00</b>					
<b>ILLINOIS SHOTOKAN KARATE</b>					
		<b>RECREATION - EXPENSE GEN GOV</b>			
SUMMER SESSION 1	1,642.20	RECREATION PROGRAMS	01101100-47701-	948	10230133
<b>Vendor Total: \$1,642.20</b>					
<b>INDUSTRIAL SCIENTIFIC CORPORATION</b>					
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
GAS MONITORING 6/22/22-7/21/22	196.42	PROFESSIONAL SERVICES	07800400-42234-	2547422	70230007
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
GAS MONITORING 6/22/22-7/21/22	196.42	PROFESSIONAL SERVICES	07700400-42234-	2547422	70230007
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
GAS MONITORING 7/22/22-8/21/22	196.42	PROFESSIONAL SERVICES	07800400-42234-	2556433	70230007
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
GAS MONITORING 7/22/22-8/21/22	196.42	PROFESSIONAL SERVICES	07700400-42234-	2556433	70230007
<b>Vendor Total: \$785.68</b>					
<b>JC LIGHT LLC</b>					
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
WELL #7 PAINT	62.57	MAINT - WELLS	07700400-44418-	50116252	70230137

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>Vendor Total: \$62.57</b>					
<b>JOSEPH D FOREMAN &amp; CO</b>					
VALVE PARTS - GASKET & NUT	311.00	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> MAINT - DISTRIBUTION SYSTEM	07700400-44415-	331470	70230143
VALVE PARTS - GLAND ASSEMBLY/STEM	1,835.55	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> MAINT - DISTRIBUTION SYSTEM	07700400-44415-	331415	70230131
<b>Vendor Total: \$2,146.55</b>					
<b>KANE CO ANIMAL CONTROL</b>					
JULY 2022 ANIMAL CONTROL SERVICES	50.00	<b>POLICE - EXPENSE PUB SAFETY</b> PROFESSIONAL SERVICES	01200200-42234-	JULY 2022 SERVICES	20230071
<b>Vendor Total: \$50.00</b>					
<b>KANE COUNTY DIVISION OF TRANSPORTATION</b>					
TRAFFIC SIGNAL MAINTENANCE	864.30	<b>GENERAL SERVICES PW - EXPENSE</b> MAINT - TRAFFIC SIGNALS	01500300-44430-	2022-00000023	50230046
<b>Vendor Total: \$864.30</b>					
<b>KATJON LLC</b>					
ANNUAL RENEWAL FUEL ISLAND SOFTWARE	1,460.00	<b>VEHCL MAINT-REVENUE &amp; EXPENSES</b> PUBLICATIONS	29900000-42242-	4005	29230077
<b>Vendor Total: \$1,460.00</b>					
<b>KIRKLAND SAWMILL CO INC</b>					
WOOD FOR DEAD END FENCE	3,025.19	<b>GENERAL SERVICES PW - EXPENSE</b> MATERIALS	01500300-43309-	08/10/2022	50230052
<b>Vendor Total: \$3,025.19</b>					
<b>KONEMATIC INC</b>					
DOOR MAINTENANCE AND REPAIRS PW	2,747.38	<b>BUILDING MAINT. BALANCE SHEET</b> OUTSOURCED INVENTORY	28-14240-	913640	28230020
<b>Vendor Total: \$2,747.38</b>					
<b>LAWSON PRODUCTS INC</b>					
HARDFLEX TUBING	84.99	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	9309839582	29230006
SEALANT/SCREWS/WASHERS/UNIONS	449.75	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	9309851047	29230006
SCREWS/WASHERS/CABLE TIES	466.85	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	9309814287	29230006
<b>Vendor Total: \$1,001.59</b>					
<b>LEACH ENTERPRISES INC</b>					
SEAL CLAMP	11.04	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	994822	29230046
GLAD HAND EMERGENCY	22.52	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	995011	29230046

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>HOSES</b>					
	29.04	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	994779	29230046
<b>Vendor Total:</b>	<b>\$62.60</b>				
<b>LRS HOLDINGS LLC</b>					
<b>22-00000-00-GM STREET SWEEPING</b>					
	456.00	<b>MFT - EXPENSE PUBLIC WORKS</b> MAINT - STREETS	03900300-44428-	PS467053	40230119
<b>22-00000-00-GM STREET SWEEPING</b>					
	11,223.87	<b>MFT - EXPENSE PUBLIC WORKS</b> MAINT - STREETS	03900300-44428-	PS473944	40230120
<b>Vendor Total:</b>	<b>\$11,679.87</b>				
<b>LUCKY GASOLINE INC</b>					
<b>7/18/22-8/19/22 CAR WASHES</b>					
	87.00	<b>VEHICLE MAINT. BALANCE SHEET</b> OUTSOURCED INVENTORY	29-14240-	7/18/22-8/19/22	29230035
<b>Vendor Total:</b>	<b>\$87.00</b>				
<b>M E SIMPSON COMPANY INC</b>					
<b>POOL WATER METER TESTING</b>					
	335.00	<b>BUILDING MAINT. BALANCE SHEET</b> OUTSOURCED INVENTORY	28-14240-	39073	28230070
<b>Vendor Total:</b>	<b>\$335.00</b>				
<b>MANSFIELD OIL COMPANY</b>					
<b>FUEL</b>					
	4,220.11	<b>VEHICLE MAINT. BALANCE SHEET</b> FUEL INVENTORY	29-14200-	23521288	29230011
<b>FUEL</b>					
	4,526.92	<b>VEHICLE MAINT. BALANCE SHEET</b> FUEL INVENTORY	29-14200-	23536936	29230011
<b>FUEL</b>					
	4,609.18	<b>VEHICLE MAINT. BALANCE SHEET</b> FUEL INVENTORY	29-14200-	23491034	29230011
<b>FUEL</b>					
	5,438.33	<b>VEHICLE MAINT. BALANCE SHEET</b> FUEL INVENTORY	29-14200-	23489299	29230011
<b>FUEL</b>					
	5,721.22	<b>VEHICLE MAINT. BALANCE SHEET</b> FUEL INVENTORY	29-14200-	23534992	29230011
<b>FUEL</b>					
	6,485.21	<b>VEHICLE MAINT. BALANCE SHEET</b> FUEL INVENTORY	29-14200-	23517316	29230011
<b>Vendor Total:</b>	<b>\$31,000.97</b>				
<b>MARSH USA INC</b>					
<b>VEHICLE SAFETY LANE TESTING BOND</b>					
	100.00	<b>VEHCL MAINT-REVENUE &amp; EXPENSES</b> PROFESSIONAL SERVICES	29900000-42234-	376336904502	10230181
<b>TREASURER CEMETERY TRUST BOND</b>					
	100.00	<b>CEMETERY OPER -EXPENSE GEN GOV</b> INSURANCE	02400100-42236-	376332967288	10230167
<b>TREASURER POLICE PENSION BOND</b>					
	100.00	<b>GEN NONDEPT - EXPENSE GEN GOV</b> INSURANCE	01900100-42236-	376336629005	10230167
<b>TREASURER GENERAL FUND BOND</b>					
	100.00	<b>GEN NONDEPT - EXPENSE GEN GOV</b> INSURANCE	01900100-42236-	376337588196	10230167
<b>TREASURER WATER &amp; SEWER FUND BOND</b>					
	62.50	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> INSURANCE	07800400-42236-	376335428344	10230167

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>TREASURER WATER &amp; SEWER FUND BOND</b>					
	62.50	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> INSURANCE	07700400-42236-	376335428344	10230167
	<b>Vendor Total: \$525.00</b>				
<b>MARTAM CONSTRUCTION INC</b>					
<b>805 HARPER DRIVE WALL FAILURE</b>					
	7,572.00	<b>STREET IMPROV- EXPENSE PUBWRKS</b> INFRASTRUCTURE MAINT IMPROV	04900300-43370-	14099	40230136
	<b>Vendor Total: \$7,572.00</b>				
<b>MARTELLE WATER TREATMENT</b>					
<b>SODIUM HYPOCHLORITE</b>					
	919.32	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> CHEMICALS	07700400-43342-	23885	70230011
<b>SODIUM HYPOCHLORITE</b>					
	8,427.10	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> CHEMICALS	07700400-43342-	23782	70230011
<b>HYDROFLUOSILICIC ACID</b>					
	11,881.74	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> CHEMICALS	07700400-43342-	23812	70230011
	<b>Vendor Total: \$21,228.16</b>				
<b>MCHENRY CO RISK MANAGEMENT</b>					
<b>2022-2023 POOL YEAR INSTALLMENT</b>					
	624.16	<b>CEMETERY OPER -EXPENSE GEN GOV</b> INSURANCE	02400100-42236-	2022-Alg-02	10230185
<b>2022-2023 POOL YEAR INSTALLMENT</b>					
	312,839.83	<b>GEN NONDEPT - EXPENSE GEN GOV</b> INSURANCE	01900100-42236-	2022-Alg-02	10230185
<b>2022-2023 POOL YEAR INSTALLMENT</b>					
	48,887.80	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> INSURANCE	07800400-42236-	2022-Alg-02	10230185
<b>2022-2023 POOL YEAR INSTALLMENT</b>					
	4,139.79	<b>SWIMMING POOL -EXPENSE GEN GOV</b> INSURANCE	05900100-42236-	2022-Alg-02	10230185
<b>2022-2023 POOL YEAR INSTALLMENT</b>					
	53,242.42	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> INSURANCE	07700400-42236-	2022-Alg-02	10230185
	<b>Vendor Total: \$419,734.00</b>				
<b>MENARDS CARPENTERSVILLE</b>					
<b>ELECTRONIC FUSE</b>					
	7.90	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> MAINT - TREATMENT FACILITY	07800400-44412-	94255	70230134
<b>ELECTRONIC FUSE</b>					
	11.96	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> MAINT - TREATMENT FACILITY	07800400-44412-	94266	70230135
	<b>Vendor Total: \$19.86</b>				
<b>METRO STRATEGIES GROUP LLC</b>					
<b>RATT CREEK REACH 5 RESTORATION</b>					
	1,240.50	<b>STREET IMPROV- EXPENSE PUBWRKS</b> ENGINEERING/DESIGN SERVICES	04900300-42232-S1743	ALRC-03	40230123
<b>PR FIRM - JULY 2022</b>					
	3,000.00	<b>STREET IMPROV- EXPENSE PUBWRKS</b> ENGINEERING/DESIGN SERVICES	04900300-42232-	AL-10	40230002
	<b>Vendor Total: \$4,240.50</b>				
<b>MIDAMERICAN ENERGY SERVICES LLC</b>					
<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>					



Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
7/13/22-8/11/22 WWTP	8,236.97	ELECTRIC	07800400-42212-	455591	70230017
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
7/13/22-8/11/22 WELL #7 & #11	1,220.31	ELECTRIC	07700400-42212-	455593	70230018
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
7/7/22-8/5/22 WTP #3	1,373.97	ELECTRIC	07700400-42212-	455531	70230018
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
7/13/22-8/11/22 WTP #1	1,763.70	ELECTRIC	07700400-42212-	455594	70230018
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
7/13/22-8/11/22 WTP #2	3,432.10	ELECTRIC	07700400-42212-	455592	70230018
<b>Vendor Total: \$16,027.05</b>					
<b>MUNICIPAL COLLECTION SERVICES INC</b>					
		<b>GEN FUND BALANCE SHEET</b>			
COLLECTION FEES JULY 2022	70.73	AP - COLLECTION SERVICES	01-20115-	022127	10230027
<b>Vendor Total: \$70.73</b>					
<b>MUNICIPAL MARKING DISTRIB</b>					
		<b>GENERAL SERVICES PW - EXPENSE</b>			
LATH	86.00	MATERIALS	01500300-43309-	34349	50230045
<b>Vendor Total: \$86.00</b>					
<b>NAPA AUTO SUPPLY ALGONQUIN</b>					
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
BRAKE AWAY KITS	20.98	INVENTORY	29-14220-	171339	29230058
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
COUPLER	21.16	INVENTORY	29-14220-	170073	29230058
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
CAB MARKER LIGHT	23.99	INVENTORY	29-14220-	170775	29230058
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
DE-ICER FLUID	119.76	INVENTORY	29-14220-	171174	29230058
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
UTILITY VALVE	170.99	INVENTORY	29-14220-	171856	29230058
<b>Vendor Total: \$356.88</b>					
<b>NICOR GAS</b>					
		<b>SWIMMING POOL -EXPENSE GEN GOV</b>			
7/6/22-8/4/22 POOL BATH HOUSE	65.67	NATURAL GAS	05900100-42211-	87-21-74-1000 7	10230006
		<b>CDD - EXPENSE GEN GOV</b>			
7/6/22-8/4/22 221 S MAIN	331.13	NATURAL GAS	01300100-42211-	19-82-63-3747 9	10230030
		<b>SWIMMING POOL -EXPENSE GEN GOV</b>			
7/6/22-8/5/22 POOL HOUSE	1,320.88	NATURAL GAS	05900100-42211-	77-21-74-1000 8	10230031
7/6/22-8/5/22 POOL HOUSE	1,830.87	NATURAL GAS	05900100-42211-	77-21-74-1000 8	10230031
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
7/7/22-8/5/22 WWTF	162.33	NATURAL GAS	07800400-42211-	83-83-64-3667 1	70230005
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
7/7/22-8/5/22 DIGESTER BUILDING	743.49	NATURAL GAS	07800400-42211-	93-54-83-1000 7	70230005

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
7/6/22-8/4/22 WTP #1	68.67	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> NATURAL GAS	07700400-42211-	44-94-77-1000 8	70230004
7/7/22-8/5/22 WTP #2	98.66	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> NATURAL GAS	07700400-42211-	00-63-34-1000 6	70230004
7/11/22-8/9/22 WTP #3	1,377.63	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> NATURAL GAS	07700400-42211-	04-29-91-4436 2	70230004
Vendor Total: \$5,999.33					
<b>NIMCA</b>					
MEMBERSHIP DUES: MARTIN & WEBER	25.00	<b>GS ADMIN - EXPENSE GEN GOV</b> TRAVEL/TRAINING/DUES	01100100-47740-	2022-2023 DUES	10230196
MEMBERSHIP DUES: MARTIN & WEBER	25.00	ELECTED OFFICIALS EXPENSE	01100100-47741-	2022-2023 DUES	10230196
Vendor Total: \$50.00					
<b>NORTHERN ILLINOIS UNIVERSITY</b>					
PUBLIC WORKS DIRECTOR JOB POSTING	50.00	<b>PWA - EXPENSE PUB WORKS</b> PRINTING & ADVERTISING	01400300-42243-	3847	10230194
Vendor Total: \$50.00					
<b>NORTHWEST HERALD</b>					
2022-2023 RENEWAL	489.80	<b>GS ADMIN - EXPENSE GEN GOV</b> PUBLICATIONS	01100100-42242-	30048568 2022 RENEW	10230189
Vendor Total: \$489.80					
<b>NORTHWEST TRUCKS INC</b>					
PARTS FOR BREAKING SYSTEM	141.45	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	X101081629	29230029
A/C COMPRESSOR	204.71	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	X101082496	29230029
DRIVE FAN	2,026.33	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	X101081638	29230029
Vendor Total: \$2,372.49					
<b>ONE TIME PAY</b>					
POOL PARTY CANCELLED/VILLAGE CREDIT	225.00	<b>SWIMMING POOL REVENUE-GEN GOV</b> RENTAL INCOME	05000100-34100-	POOL PARTY REFUND	
HYD METER REFUND/RANDALL ROAD	1,113.63	<b>WATER &amp; SEWER BALANCE SHEET</b> DEPOSITS - HYDRANT METER	07-24105-	HYD METER REFUND	
Vendor Total: \$1,338.63					
<b>PACE ANALYTICAL SERVICES LLC</b>					
LAB TESTING	361.64	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> PROFESSIONAL SERVICES	07800400-42234-	I9521165	70230022
LAB TESTING	2,128.56	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> PROFESSIONAL SERVICES	07800400-42234-	I9521164	70230022
Vendor Total: \$2,490.20					
<b>PAHCS II</b>					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>POLICE - EXPENSE PUB SAFETY</b>					
RANDOM DRUG SCREENING	40.00	PHYSICAL EXAMS	01200200-42260-	530432	10230188
<b>Vendor Total: \$40.00</b>					
<b>PEERLESS NETWORK INC</b>					
<b>BLDG MAINT- REVENUE &amp; EXPENSES</b>					
8/15/2022 STATEMENT	120.25	TELEPHONE	28900000-42210-	550908	10230183
8/15/2022 STATEMENT	729.00	ALARM LINES	28900000-42215-	550908	10230183
<b>CDD - EXPENSE GEN GOV</b>					
8/15/2022 STATEMENT	344.83	TELEPHONE	01300100-42210-	550908	10230183
<b>GENERAL SERVICES PW - EXPENSE</b>					
8/15/2022 STATEMENT	332.87	TELEPHONE	01500300-42210-	550908	10230183
8/15/2022 STATEMENT	729.00	ALARM LINES	01500300-42215-	550908	10230183
<b>GS ADMIN - EXPENSE GEN GOV</b>					
8/15/2022 STATEMENT	619.76	TELEPHONE	01100100-42210-	550908	10230183
<b>POLICE - EXPENSE PUB SAFETY</b>					
8/15/2022 STATEMENT	838.18	TELEPHONE	01200200-42210-	550908	10230183
8/15/2022 STATEMENT	741.79	ALARM LINES	01200200-42215-	550908	10230183
<b>PWA - EXPENSE PUB WORKS</b>					
8/15/2022 STATEMENT	133.08	TELEPHONE	01400300-42210-	550908	10230183
8/15/2022 STATEMENT	729.00	ALARM LINES	01400300-42215-	550908	10230183
<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>					
8/15/2022 STATEMENT	129.53	TELEPHONE	07800400-42210-	550908	10230183
8/15/2022 STATEMENT	729.00	ALARM LINES	07800400-42215-	550908	10230183
<b>SWIMMING POOL -EXPENSE GEN GOV</b>					
8/15/2022 STATEMENT	40.47	TELEPHONE	05900100-42210-	550908	10230183
<b>VEHCL MAINT-REVENUE &amp; EXPENSES</b>					
8/15/2022 STATEMENT	124.52	TELEPHONE	29900000-42210-	550908	10230183
8/15/2022 STATEMENT	729.00	ALARM LINES	29900000-42215-	550908	10230183
<b>WATER OPER - EXPENSE W&amp;S BUSI</b>					
8/15/2022 STATEMENT	172.26	TELEPHONE	07700400-42210-	550908	10230183
8/15/2022 STATEMENT	729.00	ALARM LINES	07700400-42215-	550908	10230183
<b>Vendor Total: \$7,971.54</b>					
<b>PETROCHOICE LLC</b>					
<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>					
CHEMICALS - LUBRICANTS	332.47	CHEMICALS	07800400-43342-	50967571	70230129
<b>Vendor Total: \$332.47</b>					
<b>POLYDYNE INC</b>					
<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>					
CHEMICALS - CLARIFLOC	6,148.08	CHEMICALS	07800400-43342-	1665738	70230014
<b>Vendor Total: \$6,148.08</b>					
<b>PRO SAFETY INC</b>					
<b>GENERAL SERVICES PW - EXPENSE</b>					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
PPE SUPPLIES - FACESHIELDS	24.60	UNIFORMS & SAFETY ITEMS	01500300-47760-	2/888000	28230066
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
GREEN & BLUE MARKING FLAGS	257.00	SMALL TOOLS & SUPPLIES	07800400-43320-	2/887980	28230065
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
GREEN & BLUE MARKING FLAGS	257.00	SMALL TOOLS & SUPPLIES	07700400-43320-	2/887980	28230065
<b>Vendor Total: \$538.60</b>					
<b>RALPH HELM INC</b>					
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
RETURNED DEFLECTOR	-43.72	INVENTORY	29-14220-	364695	29230007
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
AIR FILTERS	127.87	INVENTORY	29-14220-	364795	29230007
<b>Vendor Total: \$84.15</b>					
<b>RECORD-A-HIT INC</b>					
		<b>RECREATION - EXPENSE GEN GOV</b>			
MIRACLE ON MAIN SNOW GLOBE DEPOSIT	600.00	RECREATION PROGRAMS	01101100-47701-	221953 DEPOSIT	10230179
<b>Vendor Total: \$600.00</b>					
<b>RES GREAT LAKES LLC</b>					
		<b>NAT &amp; DRAINAGE - EXPENSE PW</b>			
HOLDER/WOODS CREEK TRAIL DETENTION	325.00	INFRASTRUCTURE MAINT IMPROV	26900300-43370-	IN29260	40230112
		<b>PARK IMPR - EXPENSE PUB WORKS</b>			
WOODS CREEK REACH 5	730.00	ENGINEERING/DESIGN SERVICES	06900300-42232-P2113	IN29369	40230124
		<b>NAT &amp; DRAINAGE - EXPENSE PW</b>			
NATURAL AREA MAINTENANCE	742.50	INFRASTRUCTURE MAINT IMPROV	26900300-43370-	IN29372	40230125
		<b>NAT &amp; DRAINAGE - EXPENSE PW</b>			
STONEBROOK PARK IMPROVEMENTS	750.00	INFRASTRUCTURE MAINT IMPROV	26900300-43370-	IN29281	40230111
		<b>NAT &amp; DRAINAGE - EXPENSE PW</b>			
NATURAL AREA MAINTENANCE	2,800.00	INFRASTRUCTURE MAINT IMPROV	26900300-43370-	IN29289	40230122
		<b>STREET IMPROV- EXPENSE PUBWRKS</b>			
RATT CREEK REACH 5 RESTORATION	3,575.00	ENGINEERING/DESIGN SERVICES	04900300-42232-S1743	IN29373	40230130
<b>Vendor Total: \$8,922.50</b>					
<b>RUSH TRUCK CENTER</b>					
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
RETURNED STEERING GEAR	-888.50	INVENTORY	29-14220-	3029011628	29230032
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
RETURNED SENSORS	-299.68	INVENTORY	29-14220-	3029115921	29230032
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
SENSOR ASSEMBLY	38.90	INVENTORY	29-14220-	3028838305	29230032
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
ANTI-FREEZE	155.88	INVENTORY	29-14220-	3028929242	29230032
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
FUEL FILTER/STRAINER	159.80	INVENTORY	29-14220-	3028678754	29230032
		<b>VEHICLE MAINT. BALANCE SHEET</b>			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SENSORS	328.25	INVENTORY	29-14220-	3028605859	29230032
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
SENSORS	328.25	INVENTORY	29-14220-	3028669153	29230032
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
UNDER CAB PIPE/CLAMP	375.61	INVENTORY	29-14220-	3028853074	29230032
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
TRANSMISSION CONTROL	1,394.27	INVENTORY	29-14220-	3028929241	29230032
		<b>VEHICLE MAINT. BALANCE SHEET</b>			
STEERING GEAR & ARM	1,803.50	INVENTORY	29-14220-	3028901956	29230032
<b>Vendor Total: \$3,396.28</b>					
<b>SCHROEDER &amp; SCHROEDER INC</b>					
		<b>MFT - EXPENSE PUBLIC WORKS</b>			
22-00000-00-GM CONCRETE R&R	430,356.75	MAINT - CURB & SIDEWALK	03900300-44427-	7354	40230121
<b>Vendor Total: \$430,356.75</b>					
<b>SEBERT LANDSCAPING CO</b>					
		<b>CDD - EXPENSE GEN GOV</b>			
1420 N HARRISON GRASS CUTTING	225.00	PROFESSIONAL SERVICES	01300100-42234-	S554980	30230005
		<b>CDD - EXPENSE GEN GOV</b>			
1001 OAK LANE GRASS CUTTING	250.00	PROFESSIONAL SERVICES	01300100-42234-	S554979	30230005
		<b>CDD - EXPENSE GEN GOV</b>			
1142 SAWMILL GRASS CUTTING	325.00	PROFESSIONAL SERVICES	01300100-42234-	S554978	30230005
<b>Vendor Total: \$800.00</b>					
<b>SECRETARY OF STATE</b>					
		<b>CDD - EXPENSE GEN GOV</b>			
CAUDILL NOTARY APPLICATION	15.00	TRAVEL/TRAINING/DUES	01300100-47740-	CAUDILL NOTARY APP	
<b>Vendor Total: \$15.00</b>					
<b>SHERWIN WILLIAMS</b>					
		<b>BUILDING MAINT. BALANCE SHEET</b>			
PAINT	64.62	INVENTORY	28-14220-	6617-9	28230072
<b>Vendor Total: \$64.62</b>					
<b>SIRCHIE ACQUISITION CO LLC</b>					
		<b>POLICE - EXPENSE PUB SAFETY</b>			
EVIDENCE SUPPLIES	308.99	MATERIALS	01200200-43309-	0554541-IN	20230074
<b>Vendor Total: \$308.99</b>					
<b>SOUTHEAST EMERGENCY COMMUNICATION</b>					
		<b>POLICE - EXPENSE PUB SAFETY</b>			
QTRLY BILLING AUG - OCT 2022	134,462.98	SEECOM	01200200-42250-	1357	10230182
<b>Vendor Total: \$134,462.98</b>					
<b>SPORTS R US INC</b>					
		<b>RECREATION - EXPENSE GEN GOV</b>			
SUMMER SESSION 1	3,215.00	RECREATION PROGRAMS	01101100-47701-	2630	10230083

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>Vendor Total: \$3,215.00</b>					
<b>STANDARD EQUIPMENT COMPANY</b>					
WEAR BLOCK/SHOE HOSE REEL	289.82	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	P38071	29230014
WELD FLANGE	311.53	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	P38126	29230014
GASKET/HOSE END/DEBRIS HOSE	1,099.02	<b>VEHICLE MAINT. BALANCE SHEET</b> INVENTORY	29-14220-	P38008	29230014
<b>Vendor Total: \$1,700.37</b>					
<b>STANDARD INDUSTRIAL &amp; AUTO EQUIP INC</b>					
LIFT REPAIRS	4,301.68	<b>BUILDING MAINT. BALANCE SHEET</b> OUTSOURCED INVENTORY	28-14240-	WO-9244	28230068
<b>Vendor Total: \$4,301.68</b>					
<b>STAPLES ADVANTAGE</b>					
RETURNED BOWL CLEANER	-25.15	<b>BUILDING MAINT. BALANCE SHEET</b> INVENTORY	28-14220-	3516476341	28230023
SHIPPING REFUND	-4.99	<b>BUILDING MAINT. BALANCE SHEET</b> INVENTORY	28-14220-	3516476345	28230023
BOWL CLEANER	25.15	<b>BUILDING MAINT. BALANCE SHEET</b> INVENTORY	28-14220-	3516476342	28230023
PAPER PLATES	51.98	<b>BUILDING MAINT. BALANCE SHEET</b> INVENTORY	28-14220-	3516476346	28230023
BROWN PAPER TOWELS	55.54	<b>BUILDING MAINT. BALANCE SHEET</b> INVENTORY	28-14220-	3516476340	28230023
TOILET PAPER/DESK PAD	83.09	<b>BUILDING MAINT. BALANCE SHEET</b> INVENTORY	28-14220-	3516476348	28230023
SIMPLE GREEN CLEANER	83.49	<b>BUILDING MAINT. BALANCE SHEET</b> INVENTORY	28-14220-	3516476337	28230023
BLEACH	84.38	<b>BUILDING MAINT. BALANCE SHEET</b> INVENTORY	28-14220-	3516476332	28230023
BLEACH/COFFEE CUPS	146.04	<b>BUILDING MAINT. BALANCE SHEET</b> INVENTORY	28-14220-	3516476343	28230023
BATHROOM AIR FRESHENER	155.76	<b>BUILDING MAINT. BALANCE SHEET</b> INVENTORY	28-14220-	3516476338	28230023
BATHROOM AIR FRESHENER/SOAP	184.09	<b>BUILDING MAINT. BALANCE SHEET</b> INVENTORY	28-14220-	3516476344	28230023
COFFEE CUPS	246.64	<b>BUILDING MAINT. BALANCE SHEET</b> INVENTORY	28-14220-	3516476330	28230023
SOAP/PINE SOL/BOWL CLEANER	287.71	<b>BUILDING MAINT. BALANCE SHEET</b> INVENTORY	28-14220-	3516476339	28230023
SPLENDA SWEETNER/COFFEE	294.82	<b>BUILDING MAINT. BALANCE SHEET</b> INVENTORY	28-14220-	3516476333	28230023
<b>BUILDING MAINT. BALANCE SHEET</b>					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
WINDEX/PAPER TOWELS/MOP/K-CUPS	509.73	INVENTORY	28-14220-	3516476335	28230023
		<b>BUILDING MAINT. BALANCE SHEET</b>			
SOAP/GLOVES/HAND TOWELS/SPARKLE	527.13	INVENTORY	28-14220-	3516476329	28230023
		<b>BUILDING MAINT. BALANCE SHEET</b>			
TOILET PAPER/HAND TOWELS	566.30	INVENTORY	28-14220-	3516476331	28230023
<b>Vendor Total: \$3,271.71</b>					
<b>SUNSHINE FILTERS OF PINELLAS</b>					
FILTER ELEMENTS	549.63	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> MAINT - TREATMENT FACILITY	07800400-44412-	146233	70230145
<b>Vendor Total: \$549.63</b>					
<b>SYNAGRO</b>					
SLUDGE HAULING JULY 2022	4,870.00	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> SLUDGE REMOVAL	07800400-42262-	31623	70230012
<b>Vendor Total: \$4,870.00</b>					
<b>TEAM REIL INC</b>					
P&F PLAYGROUND REPAIRS	84.00	<b>GENERAL SERVICES PW - EXPENSE</b> SMALL TOOLS & SUPPLIES	01500300-43320-	23322	50230051
<b>Vendor Total: \$84.00</b>					
<b>THE FLOLO CORPORATION</b>					
P-403 MOTOR REPAIR	6,058.00	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> MAINT - TREATMENT FACILITY	07800400-44412-	102704	70230101
<b>Vendor Total: \$6,058.00</b>					
<b>THIRD MILLENNIUM ASSOCIATES</b>					
INTERNET E-PAY AUGUST 2022	322.50	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> PROFESSIONAL SERVICES	07800400-42234-	28085	10230033
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
INTERNET E-PAY AUGUST 2022	322.50	PROFESSIONAL SERVICES	07700400-42234-	28085	10230033
		<b>SEWER OPER - EXPENSE W&amp;S BUSI</b>			
8/16/2022 UTILITY BILL	1,184.68	PROFESSIONAL SERVICES	07800400-42234-	28082	10230190
		<b>WATER OPER - EXPENSE W&amp;S BUSI</b>			
8/16/2022 UTILITY BILL	1,184.68	PROFESSIONAL SERVICES	07700400-42234-	28082	10230190
<b>Vendor Total: \$3,014.36</b>					
<b>THOMPSON ELEVATOR INSP</b>					
ELEVATOR INSPECTIONS	258.00	<b>CDD - EXPENSE GEN GOV</b> PROFESSIONAL SERVICES	01300100-42234-	22-1955	30230002
<b>Vendor Total: \$258.00</b>					
<b>TRAFFIC CONTROL &amp; PROTECTION INC</b>					
SIGN POLES	5,931.90	<b>GENERAL SERVICES PW - EXPENSE</b> SIGN PROGRAM	01500300-43366-	112221	50230048
<b>Vendor Total: \$5,931.90</b>					
<b>TROTTER &amp; ASSOCIATES INC</b>					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BIOSOLIDS HANDLING	2,598.25	<b>W &amp; S IMPR. - EXPENSE W&amp;S BUSI</b> ENGINEERING/DESIGN SERVICES	12900400-42232-W2211	20332	40230114
WASTEWATER FACILITY PLAN UPDATES	14,439.75	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> ENGINEERING/DESIGN SERVICES	07800400-42232-	20333	70230140
WOODS CREEK LS UPGRADES	75.50	<b>W &amp; S IMPR. - EXPENSE W&amp;S BUSI</b> ENGINEERING/DESIGN SERVICES	12900400-42232-W2123	20394	40230113
<b>Vendor Total: \$17,113.50</b>					
<b>TYLER TECHNOLOGIES INC</b>					
FY23 MUNIS MAINT 9/6/22-9/5/23	57,870.26	<b>GEN NONDEPT - EXPENSE GEN GOV</b> IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	045-386562	10230187
FY23 MUNIS MAINT 9/6/22-9/5/23	10,947.87	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> IT EQUIPMENT & SUPPLIES	07800400-43333-	045-386562	10230187
FY23 MUNIS MAINT 9/6/22-9/5/23	10,947.88	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> IT EQUIPMENT & SUPPLIES	07700400-43333-	045-386562	10230187
<b>Vendor Total: \$79,766.01</b>					
<b>ULTRA STROBE COMMUNICATIONS INC</b>					
SQUAD 15 EQUIPMENT	3,137.37	<b>POLICE - EXPENSE PUB SAFETY</b> CAPITAL PURCHASE	01200200-45590-	081649	20230075
SQUAD 17 EQUIPMENT	6,688.42	<b>POLICE - EXPENSE PUB SAFETY</b> CAPITAL PURCHASE	01200200-45590-	081559	20230068
<b>Vendor Total: \$9,825.79</b>					
<b>UNITED LABORATORIES</b>					
CHEMICALS - LS MAINTAINER	571.38	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> CHEMICALS	07800400-43342-	INV355847	70230132
<b>Vendor Total: \$571.38</b>					
<b>UNIVERSITY OF OKLAHOMA</b>					
ZINE MARKETING COURSE	659.00	<b>CDD - EXPENSE GEN GOV</b> TRAVEL/TRAINING/DUES	01300100-47740-	231092	30230023
ZINE ECONOMIC DEVELOPMENT TRAINING	1,745.00	<b>CDD - EXPENSE GEN GOV</b> TRAVEL/TRAINING/DUES	01300100-47740-	230294	30230019
<b>Vendor Total: \$2,404.00</b>					
<b>US BANK EQUIPMENT FINANCE</b>					
RICOH COPIER 09/17/2022	190.42	<b>CDD - EXPENSE GEN GOV</b> LEASES - NON CAPITAL	01300100-42272-	480759067	10230039
RICOH COPIER 09/17/2022	16.88	<b>CDD - INTEREST EXPENSE</b> INTEREST EXPENSE	01300600-47790-	480759067	10230039
RICOH COPIER 09/17/2022	16.87	<b>PUBLIC WORKS ADMIN - INT EXP</b> INTEREST EXPENSE	01400600-47790-	480759067	10230039
RICOH COPIER 09/17/2022	190.42	<b>PWA - EXPENSE PUB WORKS</b> LEASES - NON CAPITAL	01400300-42272-	480759067	10230039
<b>Vendor Total: \$414.59</b>					



Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>UTILITY DYNAMICS CORPORATION</b>					
DOWNTOWN STREETScape RIVERWALK	2,571.62	<b>STREET IMPROV- EXPENSE PUBWRKS</b> CAPITAL IMPROVEMENTS	04900300-45593-S2023	0715-2755	40230132
Vendor Total:	<b>\$2,571.62</b>				
<b>UTILITY SERVICE CO INC</b>					
COUNTRYSIDE STANDPIPE TANK	29,804.00	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> MAINT - STORAGE FACILITY	07700400-44411-	564548	70230136
Vendor Total:	<b>\$29,804.00</b>				
<b>VALLEY AUTOBODY &amp; FRAME</b>					
620 REPAIR	2,484.82	<b>VEHICLE MAINT. BALANCE SHEET</b> OUTSOURCED INVENTORY	29-14240-	9250	29230078
Vendor Total:	<b>\$2,484.82</b>				
<b>VERIZON WIRELESS SERVICES LLC</b>					
7/14/22-8/13/22 STATEMENT	90.45	<b>BLDG MAINT- REVENUE &amp; EXPENSES</b> TELEPHONE	28900000-42210-	9913444044	10230193
7/14/22-8/13/22 STATEMENT	561.37	<b>CDD - EXPENSE GEN GOV</b> TELEPHONE	01300100-42210-	9913444044	10230193
7/14/22-8/13/22 STATEMENT	2,134.52	<b>GEN NONDEPT - EXPENSE GEN GOV</b> IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	9913444044	10230193
7/14/22-8/13/22 STATEMENT	884.02	<b>GENERAL SERVICES PW - EXPENSE</b> TELEPHONE	01500300-42210-	9913444044	10230193
7/14/22-8/13/22 STATEMENT	367.66	<b>GS ADMIN - EXPENSE GEN GOV</b> TELEPHONE	01100100-42210-	9913444044	10230193
7/14/22-8/13/22 STATEMENT	608.31	<b>POLICE - EXPENSE PUB SAFETY</b> TELEPHONE	01200200-42210-	9913444044	10230193
7/14/22-8/13/22 STATEMENT	192.58	<b>PWA - EXPENSE PUB WORKS</b> TELEPHONE	01400300-42210-	9913444044	10230193
7/14/22-8/13/22 STATEMENT	85.73	<b>RECREATION - EXPENSE GEN GOV</b> TELEPHONE	01101100-42210-	9913444044	10230193
7/14/22-8/13/22 STATEMENT	633.73	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> TELEPHONE	07800400-42210-	9913444044	10230193
7/14/22-8/13/22 STATEMENT	266.39	IT EQUIPMENT & SUPPLIES	07800400-43333-	9913444044	10230193
7/14/22-8/13/22 STATEMENT	141.82	<b>VEHCL MAINT-REVENUE &amp; EXPENSES</b> TELEPHONE	29900000-42210-	9913444044	10230193
7/14/22-8/13/22 STATEMENT	454.51	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> TELEPHONE	07700400-42210-	9913444044	10230193
7/14/22-8/13/22 STATEMENT	266.39	IT EQUIPMENT & SUPPLIES	07700400-43333-	9913444044	10230193
Vendor Total:	<b>\$6,687.48</b>				
<b>VISU-SEWER OF ILLINOIS LLC</b>					
SANITARY MANHOLE LINING	96,097.50	<b>W &amp; S IMPR. - EXPENSE W&amp;S BUSI</b> MAINT - COLLECTION SYSTEM	12900400-44416-	221171	40230118
Vendor Total:	<b>\$96,097.50</b>				

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
<b>WATER PRODUCTS CO AURORA</b>					
WTP #2 VALVE	159.90	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> MAINT - TREATMENT FACILITY	07700400-44412-	0311141	70230139
HYDRANT PARTS	1,865.00	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0311120	70230133
VALVE WTP #2	3,100.49	<b>WATER OPER - EXPENSE W&amp;S BUSI</b> MAINT - TREATMENT FACILITY	07700400-44412-	0311077	70230127
Vendor Total: <b>\$5,125.39</b>					
<b>ZIEGLERS ACE HARDWARE</b>					
FUSES/ORGANIZER/CLIP SPRING BAR	46.75	<b>SEWER OPER - EXPENSE W&amp;S BUSI</b> SMALL TOOLS & SUPPLIES	07800400-43320-	040931/L	70230128
Vendor Total: <b>\$46.75</b>					
<b>ZUKOWSKI ROGERS FLOOD &amp; MCARDLE</b>					
TRAFFIC CASES, ORDINANCE VIOLATIONS	7,087.50	<b>POLICE - EXPENSE PUB SAFETY</b> LEGAL SERVICES	01200200-42230-	157163	
TRAFFIC CASES, ORD VIOL-COSTS ADVANCE	14.66	<b>POLICE - EXPENSE PUB SAFETY</b> LEGAL SERVICES	01200200-42230-	157163	
PLANNING, ZONING, BLDG COMMISSIONER	1,942.50	<b>CDD - EXPENSE GEN GOV</b> LEGAL SERVICES	01300100-42230-	157163	
LIQUOR COMMISSIONER	277.50	<b>GS ADMIN - EXPENSE GEN GOV</b> LEGAL SERVICES	01100100-42230-	157163	
FREEDOM OF INFORMATION ACT	231.25	<b>CDD - EXPENSE GEN GOV</b> LEGAL SERVICES	01300100-42230-	157163	
FREEDOM OF INFORMATION ACT	555.00	<b>GS ADMIN - EXPENSE GEN GOV</b> LEGAL SERVICES	01100100-42230-	157163	
MISCELLANEOUS	92.50	<b>CDD - EXPENSE GEN GOV</b> LEGAL SERVICES	01300100-42230-	157163	
MISCELLANEOUS	925.00	<b>GS ADMIN - EXPENSE GEN GOV</b> LEGAL SERVICES	01100100-42230-	157163	
MEETINGS	1,387.50	<b>GS ADMIN - EXPENSE GEN GOV</b> LEGAL SERVICES	01100100-42230-	157163	
TRAFFIC, ORD VIOLATIONS-MUN COURT	391.25	<b>POLICE - EXPENSE PUB SAFETY</b> LEGAL SERVICES	01200200-42230-	157163	
VILLAGE PROP MATTERS - MISCELLANEOUS	138.75	<b>GS ADMIN - EXPENSE GEN GOV</b> LEGAL SERVICES	01100100-42230-	157163	
VILLAGE PROP MATTERS - MISCELLANEOUS	277.50	<b>STREET IMPROV- EXPENSE PUBWRKS</b> LEGAL SERVICES	04900300-42230-	157163	
ALGONQUIN STATE BANK - TIF	46.25	<b>STREET IMPROV- EXPENSE PUBWRKS</b> LAND ACQUISITION	04900300-45595-	157163	
DAWSON LOT 120	46.25	<b>STREET IMPROV- EXPENSE PUBWRKS</b> LEGAL SERVICES	04900300-42230-	157163	
BRAKER VARIATION	3,331.25	<b>CDD - EXPENSE GEN GOV</b> LEGAL SERVICES	01300100-42230-	157154	30230025

Vendor					
Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
		<b>POLICE - EXPENSE PUB SAFETY</b>			
LIQUOR VIOLATION - CREEKSIDE TAP	81.25	LEGAL SERVICES	01200200-42230-	157156	10230184
		<b>POLICE - EXPENSE PUB SAFETY</b>			
LIQUOR VIOLATION - DELI 4 YOU	81.25	LEGAL SERVICES	01200200-42230-	157157	10230184
		<b>POLICE - EXPENSE PUB SAFETY</b>			
LIQUOR VIOLATION - IRON HORSE	81.25	LEGAL SERVICES	01200200-42230-	157160	10230184
		<b>POLICE - EXPENSE PUB SAFETY</b>			
LIQUOR VIOLATION - TWISTED ROSE	81.25	LEGAL SERVICES	01200200-42230-	157164	10230184
Vendor Total: \$17,069.66					
REPORT TOTAL: \$2,199,782.18					

Village of Algonquin

List of Bills 9/6/2022

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	665,848.59
02	CEMETERY	724.16
03	MFT	462,343.29
04	STREET IMPROVEMENT	593,459.89
05	SWIMMING POOL	8,252.89
06	PARK IMPROVEMENT	5,612.00
07	WATER & SEWER	261,855.87
12	WATER & SEWER IMPROVEM	102,276.00
26	NATURAL AREA & DRAINAGE	4,617.50
28	BUILDING MAINT. SERVICE	46,194.60
29	VEHICLE MAINT. SERVICE	48,597.39
<b>TOTAL ALL FUNDS</b>		<b><u>2,199,782.18</u></b>

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

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

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



# Village of Algonquin

2200 Harnish Drive, Algonquin, IL  
(847) 658-2700 | [www.algonquin.org](http://www.algonquin.org)

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## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	August 16, 2022
<b><u>SUBMITTED BY:</u></b>	Danielle Pfaff, Community Development Intern
<b><u>DEPARTMENT:</u></b>	Community Development
<b><u>SUBJECT:</u></b>	St. Margaret Mary Oktoberfest, September 17 <sup>th</sup> - September 18 <sup>th</sup> 1PM – 7PM

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### **ACTION REQUESTED:**

Dan Barton, on behalf of St. Margaret Mary School, is requesting approval of a public event/entertainment license for the St. Margaret Mary Oktoberfest and 5k on Saturday and Sunday, September 17<sup>th</sup>-18<sup>th</sup>, 2022. This is a recurring event and includes a festival with live music, a social garden, and food. The festival will take place in the St. Margaret Mary parking lot and around some neighborhood streets for the 5k run, see attached route map. There will be a \$5 suggested donation as the entry fee and the money will be used as a fundraiser for the school. Organizers intend to follow all IDPH and CDC guidelines for the event.

The applicant has provided a map for four (4) temporary banners at 119 S. Hubbard St, the corner of route 62 and County Line Rd, northeast corner of route 62 and Randall Rd, and Randall Rd near the Room Place. See the attached exhibit.

### **DISCUSSION:**

Staff has reviewed the request and recommends approval with the following conditions outlined below.

### **RECOMMENDATION:**

Approval contingent upon the following:

- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- All garbage/debris from the event shall be deposited in on-site trash bins by the event coordinator; The required electrical, stage, and fire inspections shall be allowed to be conducted by Village and Fire Department staff;
- Temporary Food Service permit(s) shall be obtained from the McHenry County Health Department by all food vendors and the necessary inspections shall be allowed;
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed;
- Public Event License Fees must be paid prior to the event;
- A Special Event Permit to sell alcohol must be obtained from the Village and State Liquor Commissioners;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public;

- The St. Margaret Mary school shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided;
- Prior to commencing any of the activities approved by the Public Event License, the applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements;
- The four (4) temporary banners shall not be installed more than 30 days prior to event and taken down and removed the day after;
- If alcohol is permitted, plan and schedule is reviewed by the PD and follows all standards as set forth by the liquor commission;
- There shall be no cooking under any tents that re designated as dining tent or that are attached to a dining tent;
- EZ-up tents shall be used for cooking areas; and there shall be a fire extinguisher near any cooking area.

**ATTACHMENTS:**

- Public Event License Application
- Banner location exhibits
- Site Layout
- Event Daily Schedule



Village of Algonquin  
**PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION**

In order for the Village of Algonquin to assist you with your Public Event, please fill out the information below and return to Diane LaCalamita at the Ganek Municipal Center (2200 Harnish Drive or [dlacalamita@algonquin.org](mailto:dlacalamita@algonquin.org)) at least 45 days prior to the event.

Please type or print legibly.

**Official Name of the Event:** Algonquin's Oktoberfest Presented by St Margaret Mary School

**Sponsoring Organization:**

Name: St Margaret Mary School Contact Name: Brenna Ohearn  
Address: 119 S. Hubbard  
City, State, ZIP: Algonquin IL. 60102  
Phone: 847-658-5313 Email: bohearn@stmm.org

**Event Coordinator:**

Name: Dan Barton  
Home Address: [REDACTED]  
City, State, ZIP: Algonquin IL. 60102  
Phone: [REDACTED] Email: [REDACTED]

**Event Information:**

Describe the Nature of the Event: A community event with live music, social garden and food.

\_\_\_\_\_  
\_\_\_\_\_

New Event \_\_\_\_\_ Repeat Event ☒ If repeat, will anything be different this year? \_\_\_\_\_

Will not be providing extra activities this year.

Event Address: 119 S. Hubbard

Date(s) and Time(s) of the Event: September 17th at 1 pm to September 18th at 7 pm

Rain Date(s), if applicable: \_\_\_\_\_

Set-Up Date/Time: September 16th 2pm

Maximum Number of Attendees/Participants Expected: 500 to 800 per day

Admission Fee: Yes ☒ No \_\_\_\_\_ If Yes, list fee(s) to be charged: \$5 suggested donation

How will the revenue be used (include donations to non-profit or charitable organizations): \_\_\_\_\_

Fundraiser for the school

Event Website: https://stmmsschool.org/oktoberfest/

**Event Details:**

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: Will have orange fence and signs with no alcohol beyond this point with people at the entrances and exits.

[REDACTED]

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: \_\_\_\_\_

Parking will be in the school parking lot with overflow to the church

Will there be a need for road closures? Yes \_\_\_\_\_ No ☒ If Yes, please explain: \_\_\_\_\_

Are you requesting Algonquin Police Officer(s) presence? Yes \_\_\_\_\_ No ☒ If Yes, to perform what function? \_\_\_\_\_

Do you want a fire truck or ambulance present? Yes \_\_\_\_\_ No ☒ If Yes, for what hours and to perform what function? \_\_\_\_\_

Are you wishing to post temporary sign(s) announcing the event? Yes ☒ No \_\_\_\_\_ If Yes, please describe desired size, location and date(s) that the signage will be displayed: \_\_\_\_\_

6'x5' Banners, 18x24 Yard signs. Banners placed at SW coner of 62 and County Line, SE corner Randall and 62,

In Front of School. Yard Signs placed along church and school on RT. 62

Do you wish to serve alcoholic beverages? Yes ☒ No \_\_\_\_\_

If Yes, do you have DRAM Shop Insurance for the sale/consumption of alcohol? Yes ☒ No \_\_\_\_\_ *If Yes, attach a copy of the policy.*

Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes ☒ No \_\_\_\_\_  
*If Yes, please describe type, band name(s), and hours of performance and if there will be a stage: \_\_\_\_\_*

My Rebel Souls 8:30 to 10:30 Sept 17th, Bad Penny Sept 17th 5 to 6:30, TBD 1:30 to 3:30

Belvederes 5 to 6:30 Sept 18th, No Filter Band 1:30 to 3:00 pm

All bands play 60's, 70's, 80's, 90's, 00's pop music



Do you foresee any other special needs for this event? (Physical set-up assistance, waste removal, portable toilets and hand washing stations, electricity, generator, running water, tent(s), etc.): \_\_\_\_\_

Portable toilets provided by Crown Restrooms. Electric provided by Sunbelt rentals

Do you plan on holding a raffle during this event? Yes ☒ No ☐  
(Must be an Algonquin-based, non-profit organization)

Name of on-site contact during the event (please print): Dan Barton

On-site contact's cell number: [REDACTED]

On-site contact's work number: same

On-site contact's home number: same

**Affidavit of Applicant:**

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c), no sex offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.

Dan Barton

Signature of Applicant

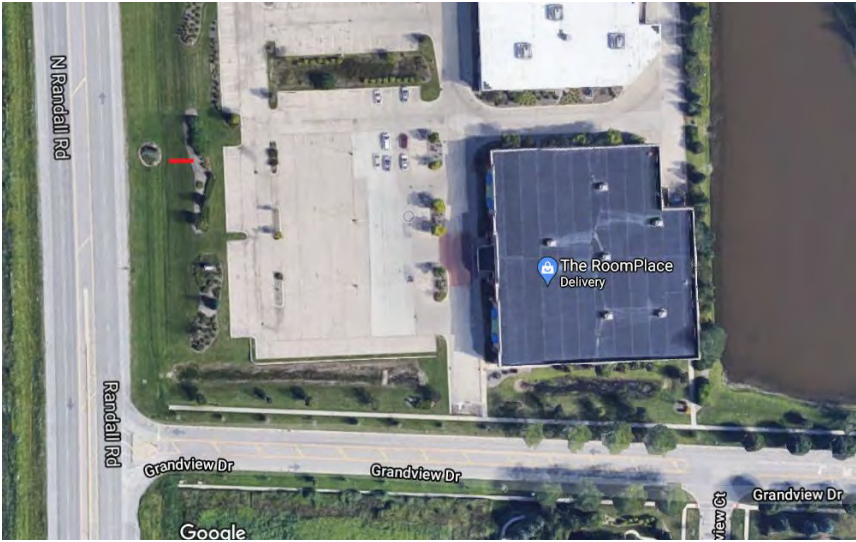
7/26/2022

Date

Dan Barton

Printed Name of Applicant

## Oktoberfest Banner Location Request



Near the Village of Algonquin Sign on South Randall Road in front of the Room Place



At the Southwest and Southeast corners of Randall Road and Algonquin Road



North of the intersection of Lake Cook Road and IL 62/Algonquin Road





# DAILY SCHEDULE

Week of: **September 16**

*/ update with the correct dates and days of the week.*

	9/16 <b>FRIDAY</b>	9/17 <b>SATURDAY</b>	9/18 <b>SUNDAY</b>
8:00 AM			
8:30 AM			
9:00 AM		Table and Chair Setup	
9:30 AM	Beer Arrival	Table and Chair Setup	
10:00 AM	Sunbelt	Table and Chair Setup	
10:30 AM	Sunbelt	Table and Chair Setup	
11:00 AM	Eds Rental		
11:30 AM	Eds Rental		
12:00 PM	Eds Rental		Open Fest
12:30 PM	Eds Rental		
1:00 PM	Eds Rental	Open Fest	
1:30 PM	Eds Rental	Opening Prayer/Band TBD	No Filter Band
2:00 PM	Eds Rental	Band TBD	No Filter Band
2:30 PM	Eds Rental	Band TBD	No Filter Band
3:00 PM	Decorate and setup	Firkin Tapping	No Filter Band

3:30 PM	Decorate and setup	Unload and Load	Unload and Load
4:00 PM	Decorate and setup	Unload and Load	Unload and Load
4:30 PM	Decorate and setup	Unload and Load	Unload and Load
5:00 PM	Decorate and setup	Bad Penny	The Belvederes
5:30 PM	Decorate and setup	Bad Penny	The Belvederes
6:00 PM	Decorate and setup	Bad Penny	The Belvederes
6:30 PM	Decorate and setup	Band TBD	The Belvederes
7:00 PM	Decorate and setup	Unload and Load	Fest Closes
7:30 PM	Decorate and setup	Unload and Load	
8:00 PM	Decorate and setup	Unload and Load	
8:30 PM		Rebel Souls	
9:00 PM		Rebel Souls	
9:30 PM		Rebel Souls	
10:00 PM		Rebel Souls/Last Call	
10:30 PM		Rebel souls/Social Garden Closes	
11:00 PM		Fest Closes	
11:30 PM			
12:00 AM			





# Village of Algonquin

2200 Harnish Drive, Algonquin, IL  
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## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	August 16, 2022
<b><u>SUBMITTED BY:</u></b>	Danielle Pfaff, Community Development Intern
<b><u>DEPARTMENT:</u></b>	Community Development
<b><u>SUBJECT:</u></b>	Algonquin Rotary Club Harvest Market, October 1 <sup>st</sup> 10AM – 4PM

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### **ACTION REQUESTED:**

Jennifer Chanda, on behalf of the Algonquin Rotary Club, is seeking approval of a public event/entertainment license for the Algonquin Rotary Club Harvest Market on Saturday, October 1<sup>st</sup>, 2022. This is a recurring event and includes a festival with vendors, fresh produce, and crafts. There will be live entertainment and a stage in the plaza south of Historic Village Hall. There will also be food, entertainment, a kid's corner, and giveaways. The organizers intend to follow all IDPH and CDC guidelines for the event.

The applicant has provided a map for nineteen (19) temporary banners at many locations throughout downtown and extending towards Lake Cook Road and the Western Algonquin Bypass. All temporary signs are subject to staff review.

They are also requesting a road closure of Main Street from Algonquin Road to Madison Street and also on Washington, as seen on the attached site map.

### **DISCUSSION:**

Staff has reviewed the request and recommends approval with the conditions outlined below.

### **RECOMMENDATION:**

Approval contingent upon the following:

- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- All garbage/debris from the event shall be deposited in on-site trash bins by the event coordinator; The required electrical, stage, and fire inspections shall be allowed to be conducted by Village and Fire Department staff;
- Temporary Food Service permit(s) shall be obtained from the McHenry County Health Department by all food vendors and the necessary inspections shall be allowed;
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed;
- All fees for services provided by the Village shall be paid;
- A Special Event Permit to sell alcohol must be obtained from the Village and State Liquor Commissioners;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public;

- The Algonquin Rotary Club shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided;
- Prior to commencing any of the activities approved by the Public Event License, the applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements;
- The nineteen (19) temporary signs shall not be installed more than 30 days prior to event and shall be taken down and removed the day after. A temporary sign permit for each sign shall be required prior to erection of the signs and shall be reviewed by the Community Development Department;
- The site layout shall provide an emergency lane of 20' down the center of the street for fire apparatus access to the apartments and businesses;
- The site layout shall provide a movable barrier at Madison and Main Streets to allow emergency fire access down Main Street;
- If alcohol is permitted, the event polices and layout shall be reviewed by the Village staff and shall follow all standards as set forth by the liquor commission.

**ATTACHMENTS:**

- Public Event License Application
- Banner location exhibit
- Site Layout
- Public Property Request Letter
- List of businesses selling alcohol beyond their footprint



Village of Algonquin  
**PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION**

In order for the Village of Algonquin to assist you with your Public Event, please fill out the information below and return to the Ganek Municipal Center (2200 Harnish Drive) or [permits@algonquin.org](mailto:permits@algonquin.org) at least 45 days prior to the event.

Please type or print legibly.

**Official Name of the Event:** Algonquin Harvest Market

**Sponsoring Organization:**

Name: Algonquin Rotary Club Contact Name: Bob Huckins  
Address: PO Box 111  
City, State, ZIP: Algonquin, IL 60102  
Phone: Algonquin, IL 60601 Email: [REDACTED]

**Event Coordinator:**

Name: Jennifer Chanda  
Home Address: 935 Coventry Lane  
City, State, ZIP: Crystal Lake, IL 60014  
Phone: [REDACTED] Email: [REDACTED]

**Event Information:**

Describe the Nature of the Event: The Algonquin Harvest Market will include a wide variety of vendors including farm fresh produce and crafts.

There will also be food, entertainment and give-a-ways. This is also a family friendly event with a kid's corner that includes activities, games and more!

New Event ☐ Repeat Event ☒ If repeat, will anything be different this year?

Road closure will be from Algonquin Road to Washington Street.

Event Address: Main Street in Old Town Business District, Algonquin

Date(s) and Time(s) of the Event: October 1st, 2022 from 10am-4pm

Rain Date(s), if applicable: NA

Set-Up Date/Time: Oct 1, 2002 starting at 7am

Maximum Number of Attendees/Participants Expected: 1500

Admission Fee: Yes ☐ No ☒ If Yes, list fee(s) to be charged:

How will the revenue be used (include donations to non-profit or charitable organizations):

Proceeds will go to the Algonquin Rotary Club's Charitable Fund.



Event Website:

algonquinharvestmarket.com

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: \_\_\_\_\_

Security will be provided by the Rotary Club members and volunteers for the entire duration from set up till all vendors are gone.

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: \_\_\_\_\_

See attached map.

Will there be a need for road closures? Yes ☒ No ☐ If Yes, please explain: \_\_\_\_\_

Event will be held on Main Street itself. Vendors will be setting up along the street, mostly in parking spaces.

Are you requesting Algonquin Police Officer(s) presence? Yes ☒ No ☐ If Yes, to perform what function?

Additional security and presence to keep the peace.

Do you want a fire truck or ambulance present? Yes ☐ No ☒ If Yes, for what hours and to perform what function? \_\_\_\_\_

Are you wishing to post temporary sign(s) announcing the event? Yes ☒ No ☐ If Yes, please describe desired size, location and date(s) that the signage will be displayed: \_\_\_\_\_

See attached map.

Do you wish to serve alcoholic beverages? Yes ☐ No ☒

If Yes, do you have DRAM Shop Insurance for the sale/consumption of alcohol? Yes ☐ No ☐ If Yes, attach a copy of the policy.

Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes ☒ No ☐

If Yes, please describe type, band name(s), and hours of performance and if there will be a stage: \_\_\_\_\_

We plan on using existing stage between Historic Village Hall and Bold.

Entertainment will be from 10am-4pm. Music will be mainly acoustic and vocals.

See attached for more info.

Do you foresee any other special needs for this event? (Physical set-up assistance, waste removal, portable toilets and hand washing stations, electricity, generator, running water, tent(s), etc.): \_\_\_\_\_

We will provide portable toilets and hand washing station and take care of waste removal with the help of members and volunteers.

Do you plan on holding a raffle during this event? Yes ☐ No ☒  
(Must be an Algonquin-based, non-profit organization)

Name of on-site contact during the event (please print): Jennifer Chanda

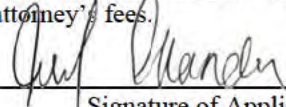
On-site contact's cell number: \_\_\_\_\_

On-site contact's work number: \_\_\_\_\_

On-site contact's home number: \_\_\_\_\_

**Affidavit of Applicant:**

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c), no sex offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.

  
\_\_\_\_\_  
Signature of Applicant

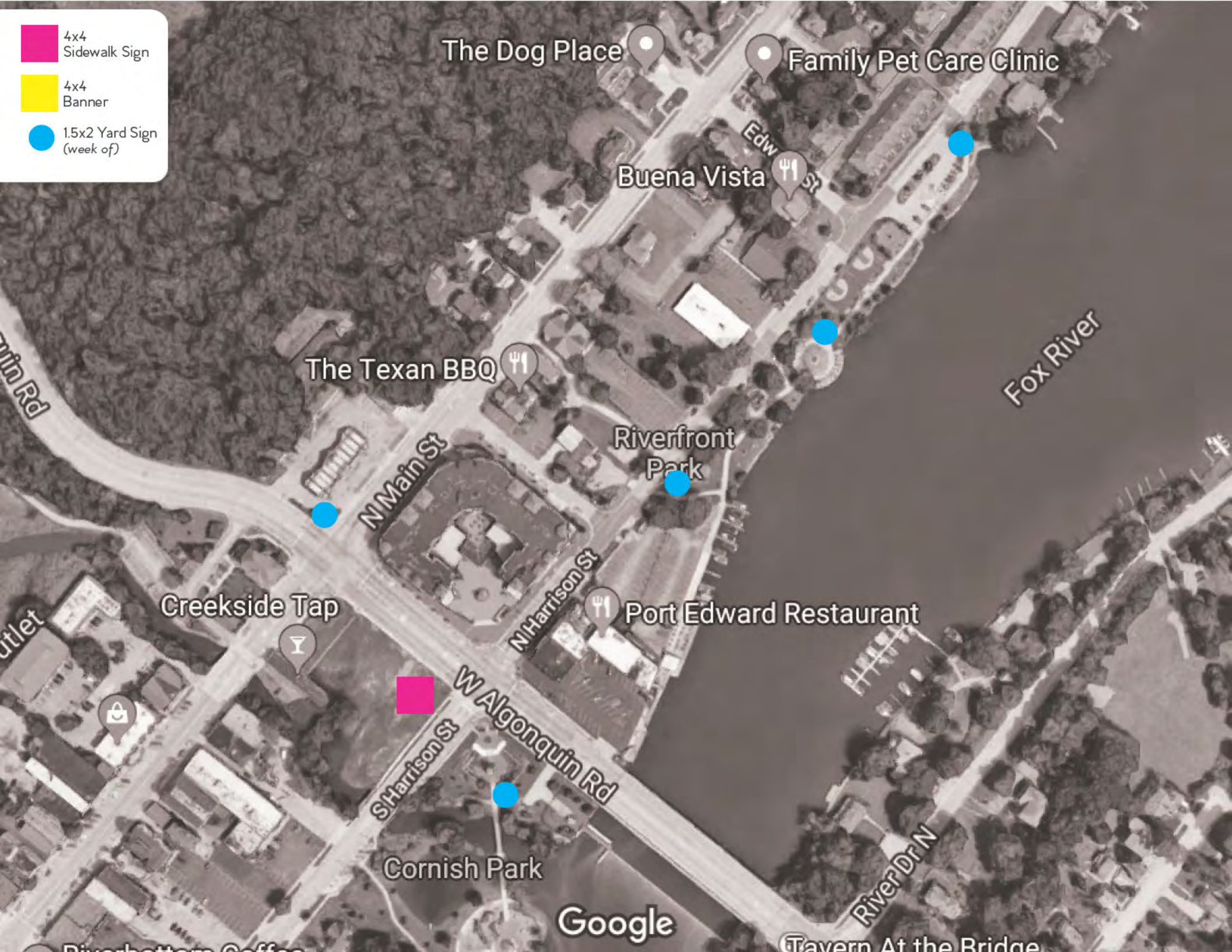
07/25/2022

\_\_\_\_\_  
Date

Jennifer Chanda  
\_\_\_\_\_  
Printed Name of Applicant



- 4x4 Sidewalk Sign
- 4x4 Banner
- 1.5x2 Yard Sign (week of)



The Dog Place

Family Pet Care Clinic

Buena Vista

The Texan BBQ

Riverfront Park

Port Edward Restaurant

Creekside Tap

Cornish Park

Google

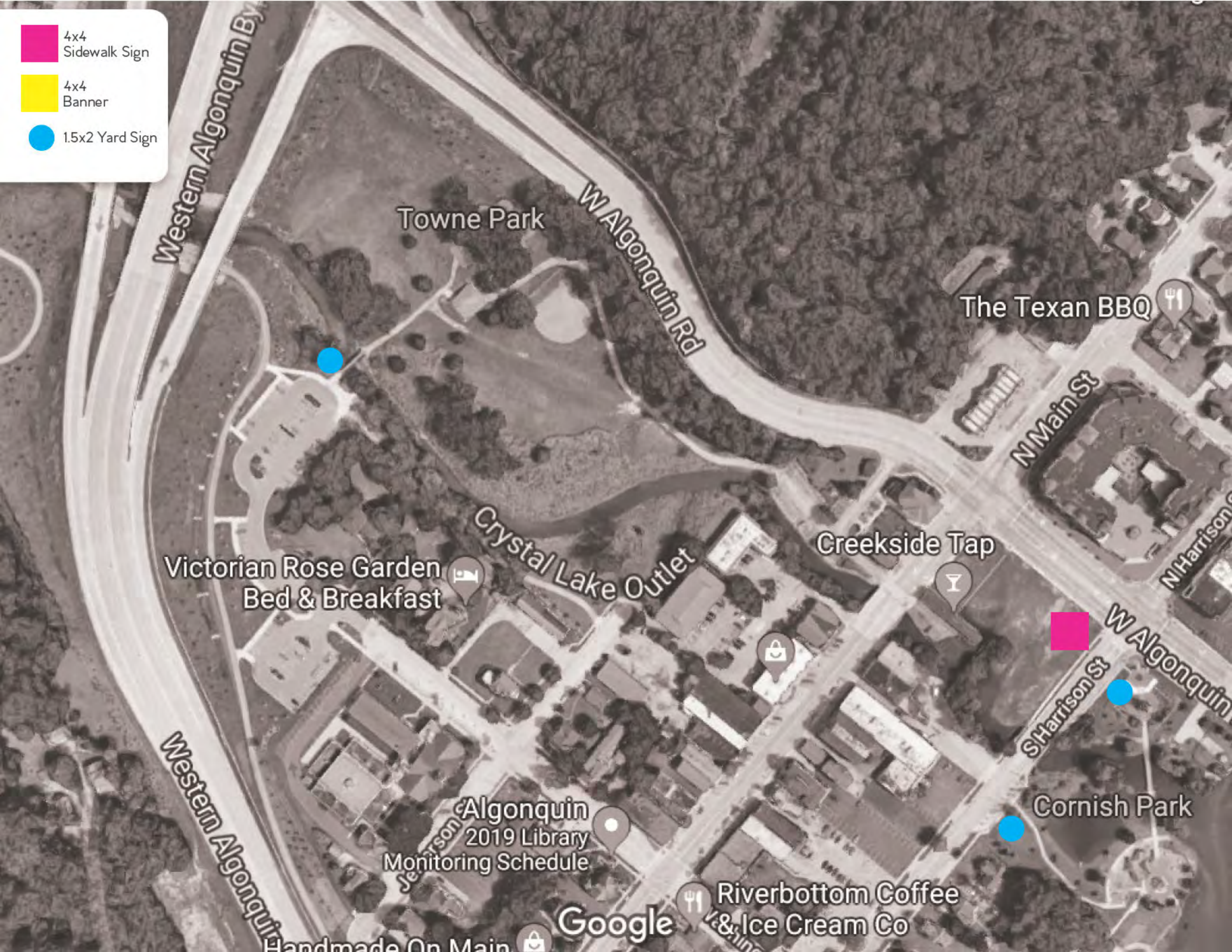
Tavern At the Bridge



4x4  
Sidewalk Sign

4x4  
Banner

1.5x2 Yard Sign

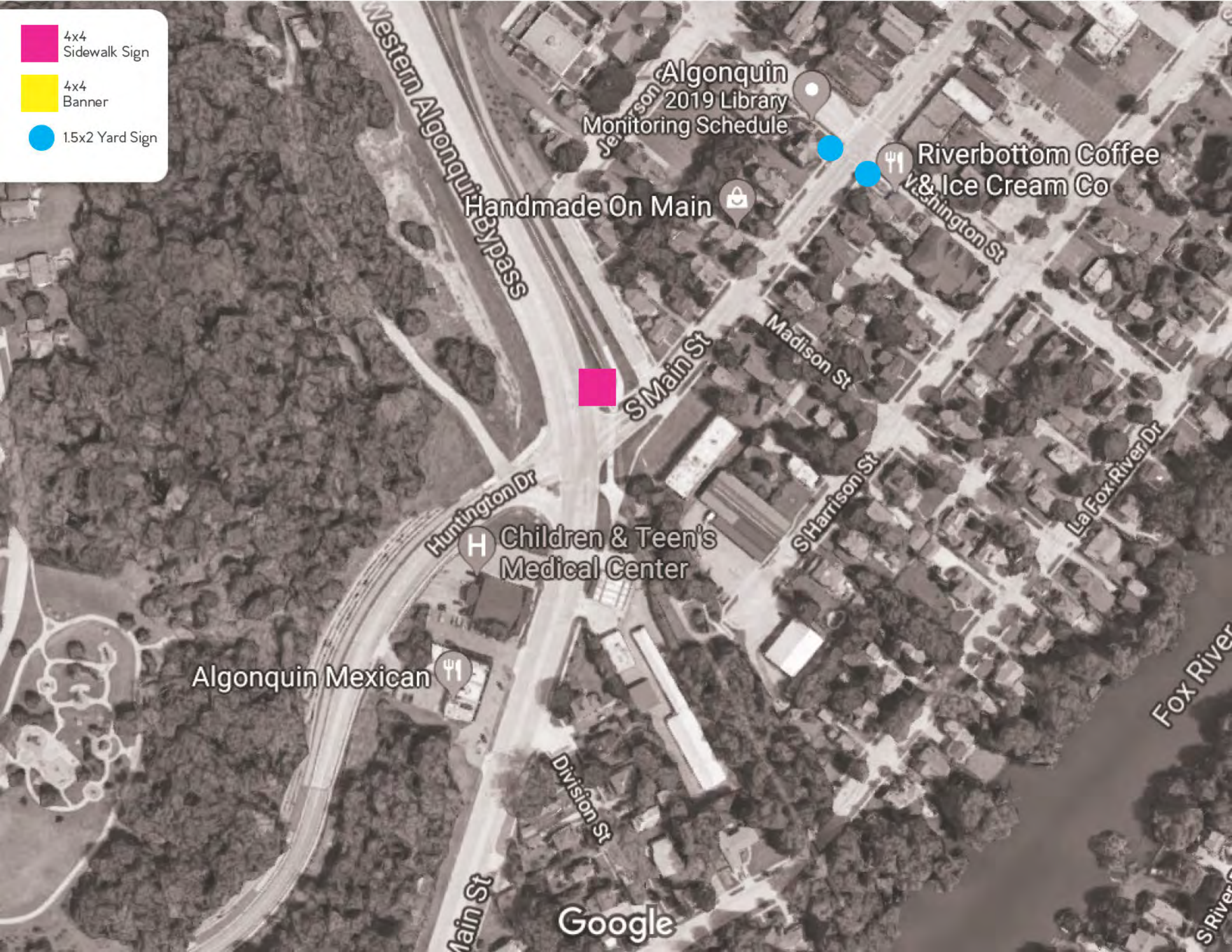




4x4  
Sidewalk Sign

4x4  
Banner

1.5x2 Yard Sign



Algonquin  
2019 Library  
Monitoring Schedule

Handmade On Main

Riverbottom Coffee  
& Ice Cream Co

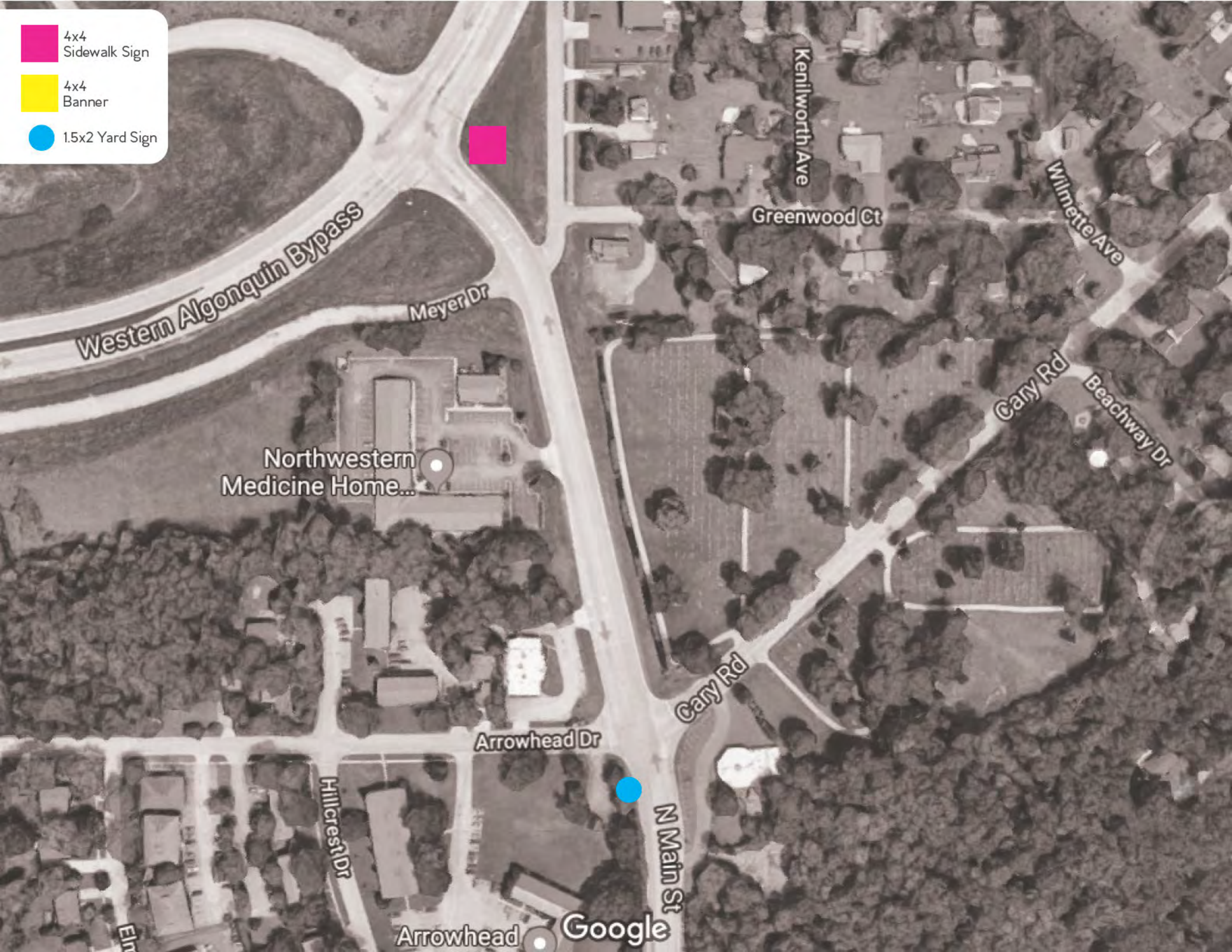
H Children & Teen's  
Medical Center

Algonquin Mexican

Google



- 4x4 Sidewalk Sign
- 4x4 Banner
- 1.5x2 Yard Sign



Northwestern  
Medicine Home...

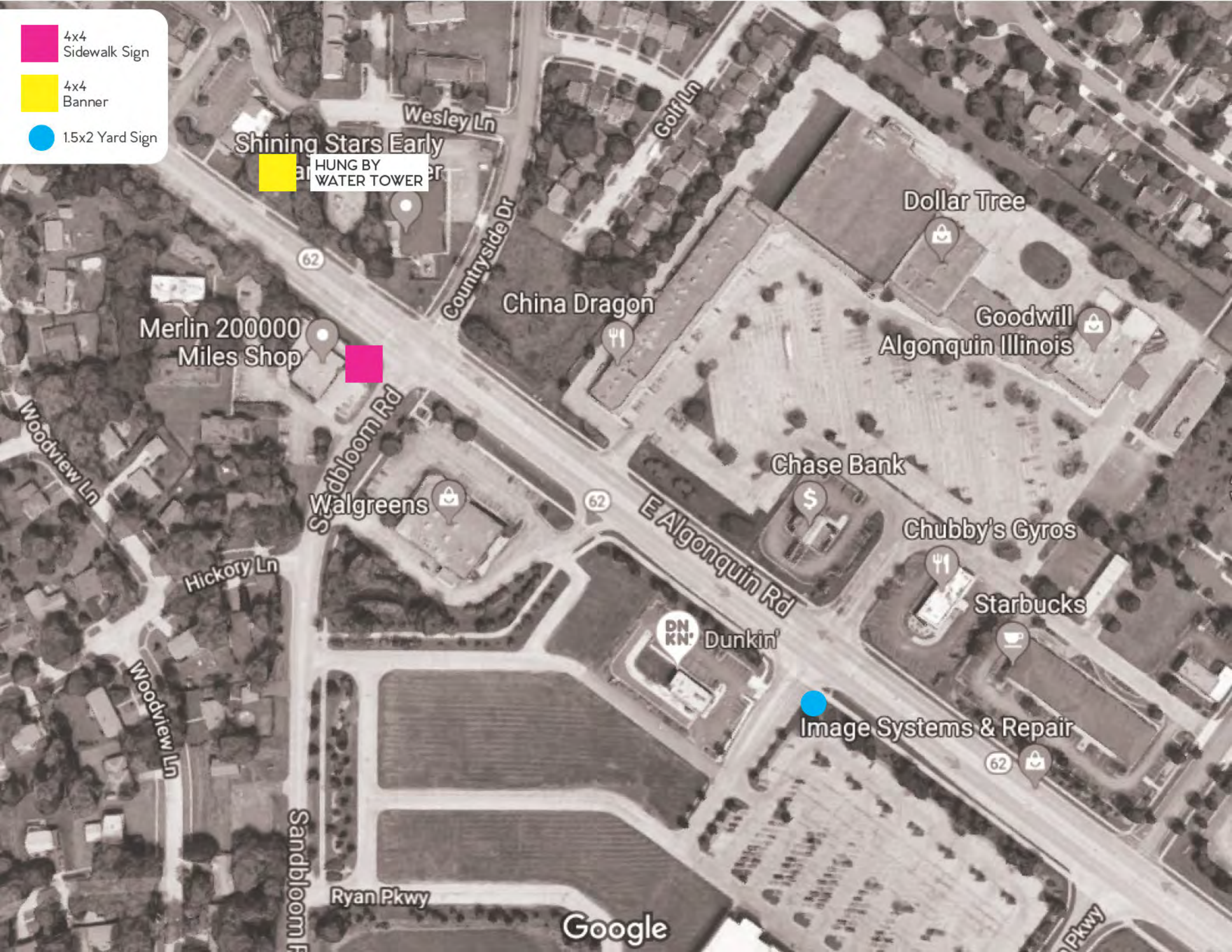
Arrowhead Google



4x4  
Sidewalk Sign

4x4  
Banner

1.5x2 Yard Sign



Shining Stars Early

HUNG BY  
WATER TOWER

Merlin 200000  
Miles Shop

Walgreens

China Dragon

Dollar Tree

Goodwill  
Algonquin Illinois

Chase Bank

Chubby's Gyros

Starbucks

Dunkin'

Image Systems & Repair

Wesley Ln

Golf Ln

Countryside Dr

Woodview Ln

Hickory Ln

Woodview Ln

Sandbloom Rd

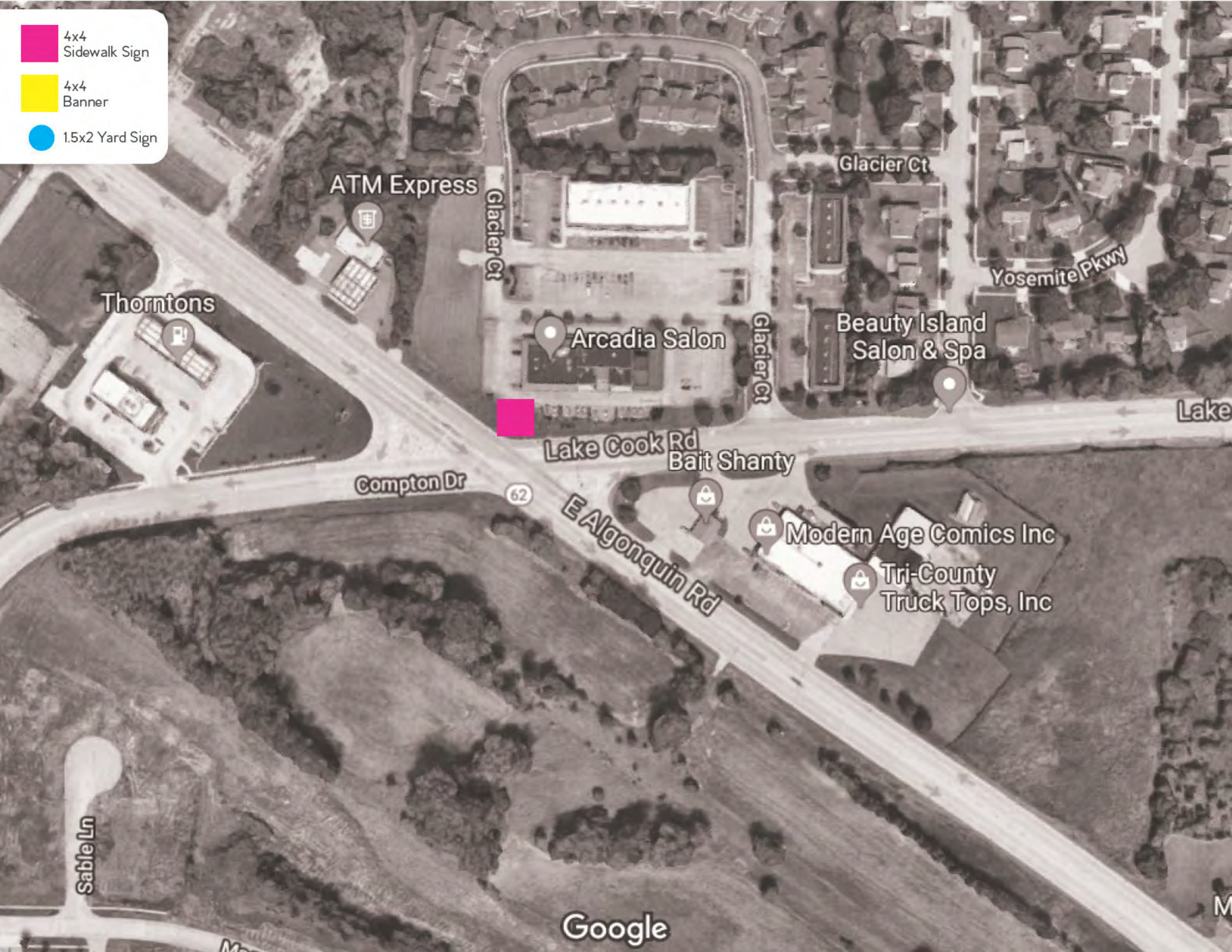
Ryan Pkwy

E Algonquin Rd

Google



- 4x4 Sidewalk Sign
- 4x4 Banner
- 1.5x2 Yard Sign



ATM Express

Glacier Ct

Glacier Ct

Yosemite Pkwy

Thorntons

Arcadia Salon

Beauty Island  
Salon & Spa

Lake

Lake Cook Rd

Bait Shanty

Compton Dr

62

E Algonquin Rd

Modern Age Comics Inc

Tri-County  
Truck Tops, Inc

Sable Ln

Google



## Community Event



Rotary  Club of  
Algonquin

**OCTOBER 1, 2022 from 10AM - 4PM**

Old Town Business District, Main Street, Algonquin, IL

**SET UP:** 8:00am – 9:45am **TEAR DOWN:** 4:00pm – 5:30pm

The Algonquin Harvest Market is a community event the club has put on every year since 2017 with the exception of 2020 due to COVID. The goal of the event is to provide the community and surrounding areas with a day to get fresh air, purchase local goods, listen to music, eat and drink, provide a family friendly event with activities for the kids, and most importantly, bring people downtown to help local businesses. The Algonquin Harvest Market is also one of the main fundraisers for the Algonquin Rotary Club, which all proceeds of the event go to our charitable fund (501C3) and are used to help local organizations, businesses and community projects

The Algonquin Harvest Market will include a wide variety of vendors including farm fresh produce and crafts. There will also be food, entertainment and give-a-ways. This is also a family friendly event with a kid's corner that includes activities, games and more!

### IMPORTANT VENDOR/SPONSOR NOTES:

1. Show is open to artisans, crafters, farmers and vendors. *(Service companies are encouraged to sign up as a Sponsor.)*
2. Food/Beverage Vendors are responsible for getting their own permit if applicable.
3. Booth must be kept open for entire show.
4. We reserve the right to refuse space for the sale of any merchandise that does not fit our needs.

### PORT-A-POTTIES & HAND WASHING STATIONS

The Algonquin Rotary Club will be in charge of ordering handicap port-a-potties and hand washing stations to place on opposite sides of the closed street. The club will also be in charge of having someone sanitize the facilities every half hour to an hour during the event.

### PARKING AND TRAFFIC FLOW

Parking will be available using community parking lots and street parking. The club is intending to speak with St. John's Lutheran Church for permission to use their lot for vendor and community parking on the day of the event. Please see proposed map for traffic and main parking.

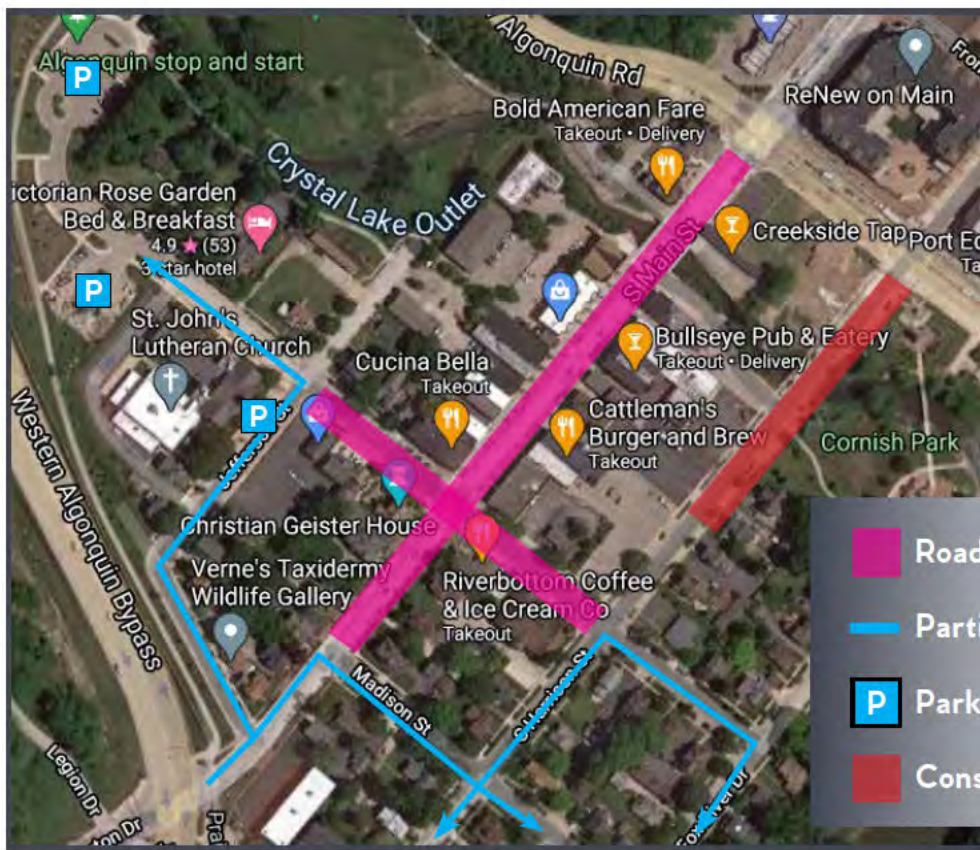
### ENTERTAINMENT

Entertainment is planned to be set up in the common area between Historic Village Hall and Bold American Fare. Sound equipment, such as an amp/microphone and will be set up by one of the Rotary members. Music and entertainment will be mainly acoustic and vocals with the idea of bringing in local talent for a fun yet relaxing atmosphere.

### KIDS CORNER

The Kids Corner will have crafts (working with Jacobs Interact Club), games such as large tic tac toe, basket toss, ect. and prizes. Other possibilities include balloon animals, face painting, temporary tattoos.





Road Closure

Participant Traffic

Parking

Construction Closure



LOCAL FOOD, FUN & CRAFTERS





Village of Algonquin Trustees  
Ganek Municipal Center  
2200 Hamish Drive  
Algonquin, IL 60102

Dear Village Trustees,

We are writing to request permission to use close Main Street and hold our 5<sup>th</sup> Annual Algonquin Harvest Market, hosted by the Rotary Club of Algonquin on Saturday October 1<sup>st</sup>, 2022 from 10:00 am to 4:00 pm, rain or shine.

The goal of the event is to provide the community and surrounding areas with a day to get fresh air, purchase local goods, listen to music, eat and drink, provide a family friendly event with activities for the kids, and most importantly, bring people downtown to help local businesses. The Algonquin Harvest Market is also one of the main fundraisers for the Algonquin Rotary Club, which all proceeds of the event go to our charitable fund (501C3) and are used to help local organizations, businesses, and community projects

The Algonquin Harvest Market will include a wide variety of vendors including farm fresh produce and crafts. There will also be food, entertainment, and give-a-ways. This is also a family friendly event with a kid's corner that includes activities, games and more!

This year, we are also working with the village and downtown establishments in hopes for them sell food and drinks and patrons to be able to walk the enclosed street area with alcoholic beverages.

We would also like to request a waiver of all fees in order to raise the most money possible for this fundraiser.

We are ready to come before the Village Board and answer any questions you may have.

Thank you for considering our club request.

Sincerely,

Jennifer Chanda  
Algonquin Harvest Market Committee Chair  
Algonquin Rotary Club



RE: Harvest Market Submittal



Jennifer Chanda [REDACTED]  
To: Danielle A. Pfaff

You replied to this message on 8/3/2022 11:33 AM.

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Dani,

Here is the list of Businesses that wish to sell alcohol at the Algonquin Harvest Market.

Bold American Fare  
Whiskey & Wine  
Cattleman's  
Creekside Tap  
Bullseye  
Riverbottom Ice Cream Co  
Cucina Bella

Thanks,  
Jen Chanda

p:  
e:  
w:

List of businesses that will to sell alcohol at the Algonquin Rotary Harvest Market:

Bold American Fare

Whiskey & Wine

Cattleman's

Creekside Tap

Bullseye

River bottom Ice Cream Co

Cucina Bella



## VILLAGE OF ALGONQUIN SCHEDULE OF MEETINGS

*September 6, 2022*

The following meetings are scheduled to be held by the Village Board or Village Commission. Meeting information, which includes meeting location and meeting agendas can be found by visiting [www.algonquin.org](http://www.algonquin.org). Full agendas for meeting will also be posted at the Ganek Municipal Center, as required by law, not less than 48 hours in advance of the scheduled meeting. Each agenda will include the location of the meeting.

September 6, 2022	Tuesday	7:10 PM	Liquor Commission Hearing	GMC
September 6, 2022	Tuesday	7:30 PM	Village Board Meeting	GMC
September 12, 2022	Monday	7:00 PM	Planning & Zoning Commission Meeting	GMC
September 13, 2022	Tuesday	7:30 PM	Committee of the Whole Meeting	GMC
September 14, 2022	Wednesday	7:00 PM	Historic Commission Meeting	HVH
September 17, 2022	Saturday	8:30 AM	Historic Commission Workshop	HVH
September 20, 2022	Tuesday	7:30 PM	Village Board Meeting	GMC
September 20, 2022	Tuesday	7:45 PM	Committee of the Whole Meeting	GMC

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

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

[WWW.ALGONQUIN.ORG](http://WWW.ALGONQUIN.ORG)



**VILLAGE OF ALGONQUIN**  
**PUBLIC WORKS DEPARTMENT**

**– M E M O R A N D U M –**

DATE: August 17, 2022

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Design Build Services – Snapper Park Playground Replacement*

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Attached you will find the Design-Build Guaranteed Maximum Price and Standard Form of At-Risk Construction Management Contract for Designer-Led Design Build Project for Snapper Park Playground Replacement.

The design-build concept is the recommendation that public works is making in order to construct the project in a timely matter, within budget and within the high expectations of the Board of Trustees, stakeholders, and our residents. Burke LLC will be handling all design, bidding, contractor selection (with our approval), and project construction management under the guaranteed maximum price of \$214,692.00.

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

As the Village moves to replace aging playgrounds, part of the process will include enhanced community outreach. For the Snapper Park playground replacement, staff worked with NuToy Leisure Products, Inc to design multiple layouts and play options for this site. With this information staff was able to put together a vote for the public to see which options was most popular for the site. The survey was sent out via Village social media platforms, posted on downtown kiosks, posted at the pool, posted at the summer concerts and emailed out to the recreation program customers for public input. Votes were collected on Survey Monkey. In total there were 487 votes on SurveyMonkey and 301 total engagements (Facebook Likes/Comments). Overall, the feedback for this project is positive and park users are excited to have to opportunity to participate in the designs for the new playground.

We have \$300,000 budgeted in the Park Improvement Fund to complete this project.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of design/build services for the Snapper Park Playground Replacement project to Burke LLC for \$214,692.00.



2022 – 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 Burke LLC for the Snapper Park Playground Design Build Services in the Amount of \$214,692.00, attached hereto and hereby made part hereof.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

APPROVED:

(seal)

---

Debby Sosine, Village President

ATTEST:

---

Fred Martin, Village Clerk



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

OWNER: Village of Algonquin, Illinois  
2200 Harnish Dr  
Algonquin, IL 60102

CONSTRUCTION MANAGER: Burke, LLC  
9575 West Higgins Road  
Suite 600  
Rosemont, IL 60018-4920

PROJECT: Snapper Park Playground Equipment Replacement

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

GUARANTEED MAXIMUM  
PRICE: \$214,692

SUBSTANTIAL COMPLETION DATE: TBD



## ARTICLE 1 - RELATIONSHIP OF THE PARTIES

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

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

## ARTICLE 2 - DEFINITIONS

2.1 Contract Documents. The Contract Documents consist of:

- .1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;
- .2 This Contract;
- .3 Village of Algonquin Standard Certifications
  - a. Business Organization
  - b. Certification of Eligibility
  - c. Equal Employment Opportunity
  - d. Illinois Prevailing Wage Act
  - e. Contractor's Certification
  - f. Apprenticeship and Training Program Certification

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

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

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

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

2.5 Not Used.

2.6 Subcontractor. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work and includes vendors or material

suppliers but does not include the Engineer, any separate contractor employed by the Owner or any separate contractor's subcontractor.

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

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

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

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

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

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

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

3.4 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site,

number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.

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

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

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

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

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

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

Construction Manager shall not be liable for existing infrastructure deficiencies on private property. It is understood by the Owner that unforeseen upgrades to existing infrastructure will be required to construct the improvements and that the Construction Manager will be paid for these upgrades either at the unit prices in the contract or on a time and materials basis. The Owner and Construction Manager will work jointly to identify, coordinate and obtain permission for all work on private property. The Owner, with input from the

construction Manager, will have the final say on what is an existing condition and what occurs as a result of the Construction Manager's actions.

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

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

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

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

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

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

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

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

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

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

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

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

subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.

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

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

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

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

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

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

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

3.21 Steel Procurement. The steel products, as defined in Section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Construction Manager certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Owner's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Owner's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than

10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

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

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

- 4.1 General. Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.
- 4.2 Selection. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work and, shall manage the delivery of the work to the Owner. The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.
- .1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the Contract Time and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.
- .2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection.
- 4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.
- 4.4.1 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content. Construction Manager shall bind every subcontractor to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's portions of the Work.



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

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

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

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

- 6.1 Information and Services. The Owner shall provide:
- .1 All necessary information describing the physical characteristics of the site, including survey, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
  - .2 Inspection and testing services during construction as required by the law or as mutually agreed;
  - .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
  - .4 any other information or services stated in the Contract Documents as being provided by the Owner.
- 6.2 Reliance. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.

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

## **ARTICLE 7 - CONTRACT TIME**

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before the September 2, 2022. A delay in the Owner's execution of this Contract which postpones the commencement of the Work may require a Change Order equitably adjusting the date of Substantial Completion.
- 7.2 Substantial Completion. The date of Substantial Completion of the Work shall be contingent upon procurement lead time, and as adjusted in accordance with the provisions of this Contract. Upon award of the Contract, the Contractor shall come to a mutually agreed upon completion date based on the manufacturer's quoted lead time.
- 7.3 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: material procurement delays, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any

reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.

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

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

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

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

**7.6 Failure to Prosecute the Work.** The failure of the Construction Manager to substantially comply with the requirements of paragraph 7.5 may be considered grounds for a determination by the Owner, that the Construction Manager has failed to prosecute the Work with such diligence to ensure completion of the Work within the Contract Time and that pursuant to paragraph 11.2 that the Construction Manager has materially breached this Contract.

## ARTICLE 8 - PAYMENT

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

1. The Guaranteed Maximum Price is based on the Summary Schedule of Values depicted in Exhibit A.
2. Unit prices used for the actual work will be determined by the bidding process identified in Article 4 of this Agreement.
3. Assumptions on which the Guaranteed Maximum Price are based, are as follows:
  - .1 The site is free of rock, debris or other bad or contaminated soil conditions
  - .2 Hazardous materials are not present at the site.
  - .3 No utility conflicts exist.
  - .4 To the extent that the Drawings and Specifications are anticipated to require further development by the Engineer, the Construction Manager has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. However, such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

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

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

- .1 With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1) progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.
- .2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- .3 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual

payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

.3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in paragraph 8.2 or, if the Construction Manager's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.

.4 Subtract the aggregate of previous payments made by the Owner.

.5 Except with the Owner's prior approval, payments to the Construction Manager and Subcontractors shall be subject to retention of not less than ten percent (10%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

.6 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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

(A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Construction Manager has entered into

subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Construction Manager from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;

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

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

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

- 8.6 Title. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.
- 8.7 Final Payment. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied. In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.
- .1 The amount of the final payment shall be calculated as follows:
- .1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.
- .2 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.
- .2 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, the Owner will, within seven (7) days after receipt of the written report of the Owner's accountants, either make final payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.
- .3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.



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

.1 Labor costs.

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

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

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

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

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

- .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site

and fully consumed in the performance of the Work, and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.

- .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
- .3 Costs of removal of debris from the site.
- .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

.5 Miscellaneous costs.

- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
- .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
- .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager has paid or is required by the Contract Documents to pay.
- .4 Fees of testing laboratories for tests required by the Contract Documents or advisable in the Construction Manager's discretion.
- .5 Expenses and time incurred investigating potential changes in the Work.
- .6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.

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

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

## ARTICLE 9 - CHANGES

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

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

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

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

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

9.4 Claims. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the Construction Manager first recognizes the condition giving rise to the claim. Except in an emergency, notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order.

## ARTICLE 10 - INSURANCE AND BONDING

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

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

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

### **Commercial General Liability Insurance**

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Agg.	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage (any one fire)	\$ 100,000
Medical Expenses, each person	\$ 10,000

### **Comprehensive Automobile Liability Insurance**

Combined Single Limit, each accident	\$1,000,000
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or

Bodily Injury (per person)	\$1,000,000
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Bodily Injury (per accident)	\$1,000,000
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Property Damage (per accident)	\$1,000,000
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#### **Worker's Compensation & Employer's Liability**

Worker's Compensation	Statutory Limits
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Employer's Liability

Bodily Injury by Accident	\$ 500,000 each accident
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Bodily Injury by Disease	\$ 500,000 policy limit
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Bodily Injury by Disease	\$ 500,000 each employee
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#### **Commercial Umbrella/Excess Liability**

Each Occurrence	\$5,000,000
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Aggregate	\$5,000,000
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#### **Professional Liability**

Each Occurrence	\$2,000,000
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Aggregate	\$2,000,000
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- 10.3 Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy. The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be provided to the Owner prior to commencement of the Work.

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

- 10.4 Primary Insurance. The Commercial General Liability and Automobile Liability Insurance policies required under this contract shall be endorsed to include, as additional insured, the OWNER, its elected and appointed officials, officers and employees, and owners of property where the Work is to be completed. Prior to the commencement of any Work, the Construction Manager shall provide the Owner with Certificates of Insurance for all insurance required pursuant to this Article. Any insurance or self-insurance maintained by the Owner and Engineer shall be excess of Construction Manager's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer. Construction Manager shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor

provides and has in force insurance coverages equal to those required of Construction Manager by this Article, including, but not limited to, naming the OWNER as an additional insured for liability arising out of the subcontractor's work.

- 10.5 Acceptability of Insurers. The insurance carrier used by the Construction Manager shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and shall meet the minimum requirements of the State of Illinois.
- 10.6 Reserved.
- 10.7 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.
- 10.8 Waiver of Subrogation. The Owner and Construction Manager waive all rights against each other, the Engineer, and any of their respective employees, agents, consultants, Subcontractors and Subsubcontractors, for damages caused by risks covered by insurance provided in Paragraph 10.2 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors, and shall require each of them to include similar waivers in their subsubcontracts and consulting agreements. The Owner waives subrogation against the Construction Manager, Engineer, Subcontractors and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.
- 10.9 Bonds. The Construction Manager shall furnish bonds covering faithful performance of the Contract, exclusive of the Construction Manager's Fee and all other professional services, and payment of the obligations arising thereunder. Bonds may be obtained through the subcontractor's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100% of the Guaranteed Maximum Price, less the Construction Manager's Fee and all other professional services. The Construction Manager shall deliver the required bonds to the Owner at least three days before commencement of any Work at the Project site.
- 10.10 Performance and Payment Guarantee. In lieu of the Village not requiring payment and performance bonds by the Construction Manager pursuant to 30 ILCS 550/1, et. seq, the undersigned members of Burke, LLC, individually guarantee that 1) all the undertakings, covenants, terms, conditions, and promises made herein by Burke, LLC



will be performed and fulfilled and 2) Burke, LLC shall pay all persons, firms and corporations having contracts with Burke, LLC, or with subcontractors and all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the Work on the Project, when such claims are not satisfied out of the Cost of Work, after final settlement between the Village and Burke, LLC has been made.

## **ARTICLE 11 - TERMINATION**

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

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

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

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

- .1 if the Construction Manager utilizes improper materials and/or inadequately skilled workers;

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

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

11.3 Termination by the Owner Without Cause. If the Owner terminates this Contract other than as set forth in Paragraph 11.2, the Owner shall pay the Construction Manager for the Cost of all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Construction Manager has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Contract. As a condition of receiving the payments provided under this Article 11, the Construction Manager shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Construction Manager's rights and benefits to the Owner, including the execution and delivery of required papers.

11.4 Suspension By The Owner For Convenience. The Owner for its convenience may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate. Adjustments shall be made for increases in the Guaranteed Maximum Price and/or the date of Substantial Completion caused by suspension, delay or interruption. No adjustment shall be made if the Construction Manager is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equipment adjustment.

## ARTICLE 12 - DISPUTE RESOLUTION

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

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

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

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

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

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

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

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

## **ARTICLE 13 – LIQUIDATED DAMAGES**

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

## **ARTICLE 14 - MISCELLANEOUS**

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

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

Owner:

Village of Algonquin  
2200 Harnish Dr  
Algonquin, IL 60102

Contractor:

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

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

By:  Date: 8/11/2022  
Principal

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

By:  Date: 8/11/2022  
Principal

### Guarantee

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

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

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

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

By:  Date: 12-16/17 By:  Date: 12/6/2017  
Principal Principal



# SNAPPER PARK PLAYGROUND EQUIPMENT REPLACEMENT

Algonquin, Illinois

Exhibit A - Summary Schedule of Values



Item

Contract Value

## Construction

\$ 214,692

REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	\$	10,000
SEEDING, CLASS 1	\$	1,250
EROSION CONTROL BLANKET	\$	2,500
SUPPLEMENTAL WATERING	\$	1,350
MOBILIZATION	\$	2,500
CONSTRUCTION LAYOUT	\$	2,500
EX. PLAY EQUIPMENT AND FOUNDATION REMOVAL	\$	5,000
NEW PLAYGROUND EQUIPMENT INSTALLATION	\$	144,000
PERIMETER BARRIER CURB	\$	11,070
WOOD MULCH SAFETY SURFACE	\$	6,360
BENCHES, SPECIAL	\$	3,000
GENERAL CONDITIONS (INSURANCE OH AND PROFIT)	\$	15,162
CONTINGENCY	\$	10,000

<b>Contract Price \$ 214,692</b>
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## APPENDIX A

### EXISTING SITE PHOTOS



View of Existing Play Equipment looking Northeast



View of Existing Swings looking Southeast



View of Existing Bench looking Southwest

**SITE PLAN**



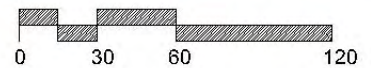


## SNAPPER PLAYGROUND

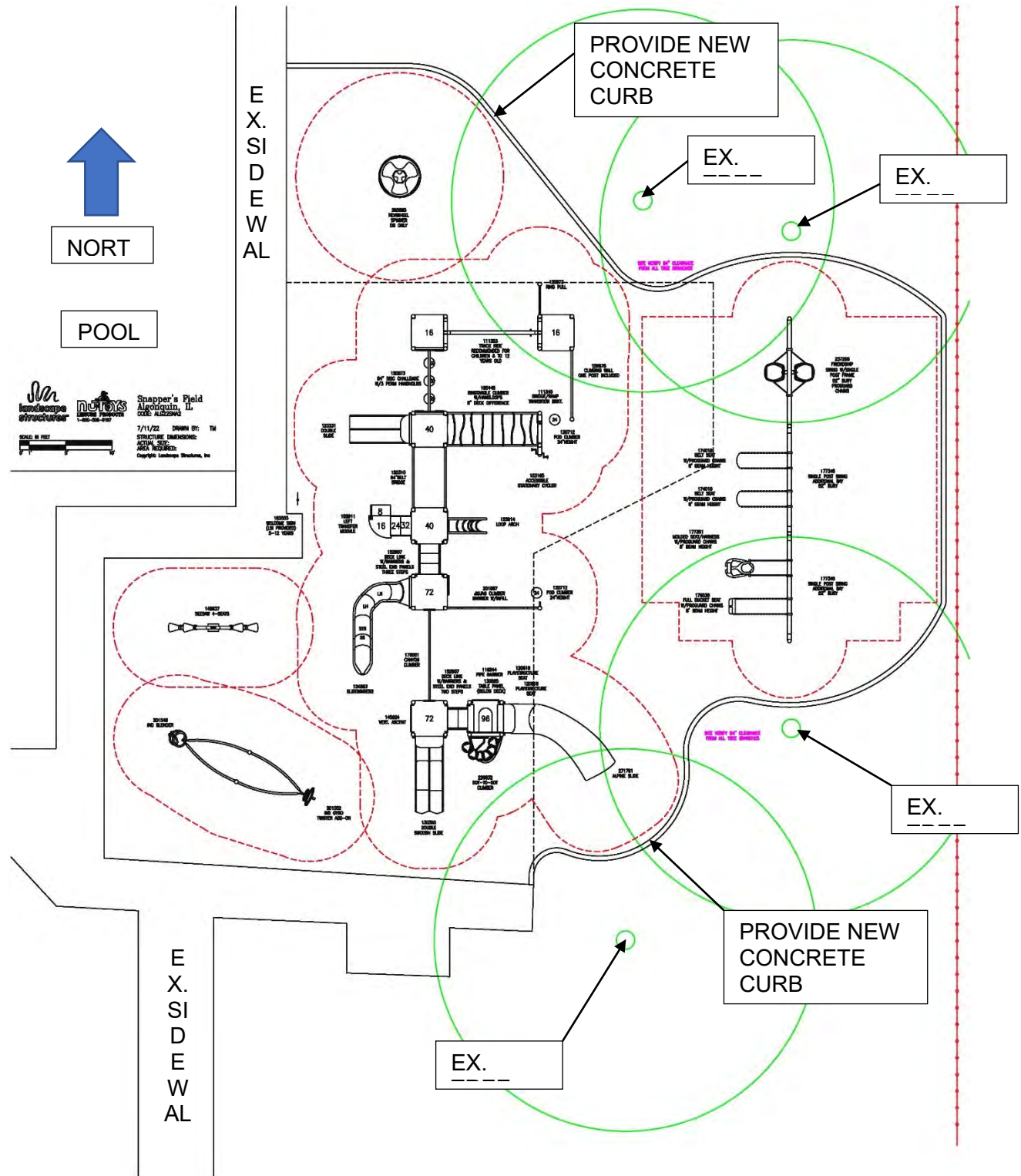
Village of Algonquin



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



8-1-22 CBBEL 010150.00188





## LIST OF NEW PLAY EQUIPMENT

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>
<b>PlayBooster Component System</b>		
1	120873B	84"Disc Challenge w/Handhold Panels 24"Deck Diff Attached To 16"Dk
1	120310A	Belt Bridge 84"
1	111345A	Bridge/Ramp Transition Bracket
1	176081A	Canyon Climber
1	158678A	Climbing Wall Alum DB
1	152907B	Deck Link w/Barriers Steel end panels 2 Steps
1	152907C	Deck Link w/Barriers Steel end panels 3 Steps
1	229832A	Dot-to-Dot Climber
1	201887B	JigJag Climber w/Permalene Handhold (Right) 72"Dk1
1	122914A	Loop Arch 40"Dk DB
1	165445A	Ring Tangle w/Handloop 8"Dk Diff <sup>1</sup>
1	145624D	Vertical Ascent 72"Dk
1	152911B	Curved Transfer Module Left 40"Dk DB
7	111228A	Square Tenderdeck
1	116244A	Pipe Barrier Above Deck
1	130565A	Table Panel DB
2	120818A	Playstructure Seat
1	153165A	Stationary Cyclor Accessible
1	130873A	Ring Pull
1	111353A	Track Ride
1	111404G	100"Alum Post DB
3	111404F	108"Alum Post DB
4	111404E	116"Alum Post DB
3	111404D	124"Alum Post DB
7	111404C	132"Alum Post DB
6	111404A	148"Alum Post DB
2	111404K	156"Alum Post DB
4	111404Z	182"Steel Post DB 44" Bury
2	111404H	92"Alum Post DB
1	271761B	Alpine Slide 96" Deck DB <sup>1</sup>
1	123331B	Double Slide 40"Dk DB
1	130390A	Double Swoosh Slide 72"Dk DB1
1	124863F	SlideWinder2 72"Dk DB 1 Straight 2 Left
2	120712A	Pod Climber 24" DB
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury
1	201548A	Blender Spinner Steel Posts and DB Only1
1	201552A	Gyro Twister Spinner Add-On DB Only1
1	295695A	ReviWheel Spinner DB Only
1	148637A	Seesaw 4-Seats DB
2	174018A	Belt Seat Proguard Chains 8' Beam
1	237296A	Friendship Swing w/Single Post Frame 52" Bury ProGuard Chains
1	176038A	Full Bucket Seat Proguard Chains 8' Beam
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Proguard Chains 8' Beam
2	177345A	Single Post Swing Frame 52" Bury Additional Bay 8' Bea

*Thomas Slawski, PhD*  
Wisconsin Co-Chair  
President  
Southeast Fox River Partnership, Inc.  
slawski@sbcglobal.net  
(414) 520-4478



*Karen Ann Miller, AICP*  
Illinois Co-Chair  
Executive Planner  
Kane County Dev. Dept.  
millerkaren@co.kane.il.us  
(630) 232-3418

July 27, 2022

Mr. Tim Schloneger, Village Manager  
Village of Algonquin  
2200 Harnish Dr.  
Algonquin, IL 60102

Dear Mr. Schloneger,

If you haven't heard of the [Fabulous Fox! Water Trail](#) we would like to introduce ourselves!

We are a group of stakeholders along the Fox River in Wisconsin and Illinois working to develop a water trail on the over 200 mile Fox River. The Village of Algonquin provided the attached resolution supporting the Fabulous Fox! Water Trail in May of 2017 which we greatly appreciate.

Studies have shown the health, recreation and economic development benefits water trails bring to communities and residents. So much so, that the National Park Service (NPS) created the [National Water Trails System](#), a distinctive national network of exemplary water trails that are cooperatively supported and sustained with the goal to increase non-motorized recreation on water bodies in the United States.

In 2015, a bi-state group of individuals began meeting to discuss their interest in developing a water trail along the Fox River to meet the criteria set forth by the National Water Trails System, mainly implementation of the following best management practices: Community Support, Conservation, Education, Maintenance, Planning, Public Information and Recreation.

Since those early days our Core Development Team has accomplished a lot! We applied for and secured three years of technical assistance from the National Park Service and a surface water resources grant from the Wisconsin Department of Natural Resources to establish a logo, conduct an access site inventory, produce a brochure, and create a web portal tool of the entire Fox River Network among both states of Wisconsin and Illinois; attracted the assistance of dozens of volunteers to visit and collect data on 80 access sites; received dozens of letters of support and/or resolutions from local governments, organizations, the Illinois Department of Natural Resources and elected officials; and many requests for information and presentations.

The products, we are proud to say, are evident on the [Fabulous Fox! Water Trail](#) website and the attached brochure, of which we have distributed over 40,000 copies to local places including over 380 hotels, attractions and transportation hubs in the Milwaukee and Chicago

regions. The website provides maps, safety information and itineraries for anyone interested in planning an adventure on the Fox River! Links to cultural, historical and food related opportunities are included. Attached please find Map #8 that includes the Riverfront and Cornish Parks access sites.

Recently we developed the attached signage to be tailored for each access site.

We anticipate submitting our application to the NP S by November 1<sup>st</sup> of this year. In order to do so we must meet the criteria set forth by the NPS. Two requirements include obtaining a letter of approval from the landowners of each of the 80 access sites identified on our maps and website as being part of the Fabulous Fox! Water Trail. Second, we need to identify a plan for installing signage at your access site.

To assist, our team has developed a template to acknowledge the Village of Algonquin's permission to include the Riverfront and Cornish Parks access sites as part of the Fabulous Fox! Water Trail. We would appreciate a letter of permission by September 1, 2022. Please do not hesitate to contact Tom Slawski (Wisconsin co-chair) or Karen Miller (Illinois co-chair) with any questions.

We hope you will choose to join us as part of the Fabulous Fox! Water Trail.

Thank you!



Thomas Slawski



*Karen Ann Miller*

## RESOLUTION 2017-R-20

### Village of Algonquin Supports the Fox River Water Trail Initiative

WHEREAS, the Fox River is recognized as a major natural resource corridor with potential for recreation, scenic and historic trails and for economic development of river communities; and

WHEREAS, the Village of Algonquin has an outstanding park system and is engaged in development of river access and diverse recreational opportunities along the Fox River to serve the needs of residents and visitors alike; and

WHEREAS, the Village of the Algonquin has boat launch points, canoe/kayak landings, fishing sites, and beautiful scenic parks along the Fox River for recreational use and enjoyment by residents and visitors; and

WHEREAS, the Village of Algonquin encourages and supports efforts to enhance economic development along the riverfront and revitalization of river communities; and

WHEREAS, the Fox River Corridor Plan, December 15, 2015, adopted by Village of Algonquin and Village of Carpentersville provides a vision for a connected Fox River; and

WHEREAS, the mission of the Fox River Water Trail Initiative is to establish and interpret a Fox River Water Trail along the 223-mile river course from the headwaters in the Town of Lisbon, Wisconsin, to the confluence with Illinois River in Ottawa, Illinois to provide access for all to the natural resources, recreational opportunities, scenic beauty, and historic and cultural assets of the Fox River Valley; and

WHEREAS, the objectives of the Fox River Water Trail Initiative include promoting ecotourism and recreational opportunities throughout the River corridor, enhancing community recognition of the unique assets of the Fox River and supporting economic development and revitalization of river communities.

NOW, THEREFORE, BE IT RESOLVED, by the President and Trustees of the Village of Algonquin that it herein endorses and supports the Fox River Water Trail Initiative.

Adopted this day 2<sup>nd</sup> of May, 2017.



By: John C. Schmitt  
John C. Schmitt, Village President

Gerald S. Kautz  
Jerry Kautz, Village Clerk

by: Michelle H. Weber  
Michelle Weber, Deputy Village Clerk

RESOLUTION  
2022-R-\_\_

**AUTHORIZING SUPPORT AND PERMISSION FOR INCLUSION OF THE RIVERFRONT  
AND CORNISH PARKS ACCESS SITES IN THE FABULOUS FOX! WATER TRAIL**

WHEREAS, the Fox River is recognized as a major natural resource corridor with potential for recreation, scenic and historic trails and for economic development of river communities; and

WHEREAS, the National Park Service's National Water Trails System is a collaborative effort administered by the National Park Service; and

WHEREAS, the Village of Algonquin enjoys the beautiful and scenic Fox River as part of their community and as a clean, drinkable water source; and

WHEREAS the Village of Algonquin has an outstanding open space system and is engaged in development of river access and diverse recreational opportunities along the Fox River to serve the needs of residents and visitors alike; and

WHEREAS, the Village of Algonquin encourages and supports efforts to enhance economic development along the riverfront and revitalization of river communities; and

WHEREAS, the mission of the Fabulous Fox! Water Trail is to establish and interpret a Fox River Water Trail along the 200 + mile river course from the headwaters in Waukesha County, Wisconsin to the confluence with the Illinois River in Ottawa, Illinois to provide access for all to the natural resources, recreational opportunities, scenic beauty, and historic and cultural assets of the Fox River Valley; and

WHEREAS, the objectives of the Fabulous Fox! Water Trail includes promoting ecotourism and recreational opportunities throughout the River corridor, enhancing community recognition of the unique assets of the Fox River and supporting economic development and revitalization of river communities.

NOW, THEREFORE, BE IT RESOLVED that the Village of Algonquin hereby supports inclusion of the Riverfront and Cornish Parks access sites in the Fabulous Fox! Water Trail seeking designation as a National Water Trail as part of the National Water Trail System.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022

(seal)

APPROVED:

\_\_\_\_\_  
Debby Sosine, Village President

ATTEST:

\_\_\_\_\_  
Fred Martin, Village Clerk

September 7, 2022

Karen Ann Miller, AICP  
Illinois Co-Chair, Fabulous Fox! Water Trail  
c/o Kane County Development Dept.  
719 S. Batavia Ave.  
Geneva, IL 60134

Dear Ms. Miller:

On behalf of the Village of Algonquin, I am pleased to provide support for as well as permission for the Riverfront and Cornish Parks access site to be included in the Fabulous Fox! Water Trail (FF!WT) with the ultimate goal of designation in the National Park Service's National Water Trail System. The Board and staff recognize the importance of this project to emphasize the opportunity the Fox River provides to enhance quality of life, economic development, conservation, community support, education, health and recreation.

A unified and coordinated regional approach benefits the communities along the Fox River. We support the Fabulous Fox! Water Trail and are interested in coordinating recreational, economic and natural resource planning for this region.

In addition to acknowledging the benefits the Fabulous Fox! Water Trail website and brochure provides to paddlers and communities along the Fox River, we intend to work with the FF!WT Team to plan installation of signage at each access site to educate the paddler about location, safety and other important information.

Sincerely,



## Choose your Paddle something for everyone

Whether canoe, kayak, or paddle board, paddlers of every level and interest will find the perfect journey. Bring your own gear or choose to rent at locations along the river. Your adventure is waiting for you!



Photo credit: Tom Slawski

## Our Mission developing

The mission of the Fabulous Fox River Trail is to develop and support a sustainable 200-mile water trail on the Fox River.

## Our Vision recreating

The Fabulous Fox Water Trail from Menomonee Falls, Wisconsin to the confluence with the Illinois River in Ottawa, Illinois provides suitable access for the public to enjoy quiet and active recreation, scenic beauty, abundant wildlife, and historical and cultural features. Communities along the Fox River embrace stewardship and public engagement to create and maintain a sense of place.

## Our Goals caring

**Education:** recognize the geologic and human history, cultural and natural resources, and abundant wildlife making homes in and along the river.

**Protection:** advocate for the environment and water quality.

**Engagement:** invite communities to join in preserving, protecting, and promoting the river.



FabulousFoxWaterTrail.org

10M 5/2022



Photo credit: Fox Valley Park District

Choose your journey...  
Urban, rural, wild.  
The adventure is yours!

**FabulousFoxWaterTrail.org**



## 200 Fabulous Miles

prairie, forest, farm and bluffs  
communities large and small

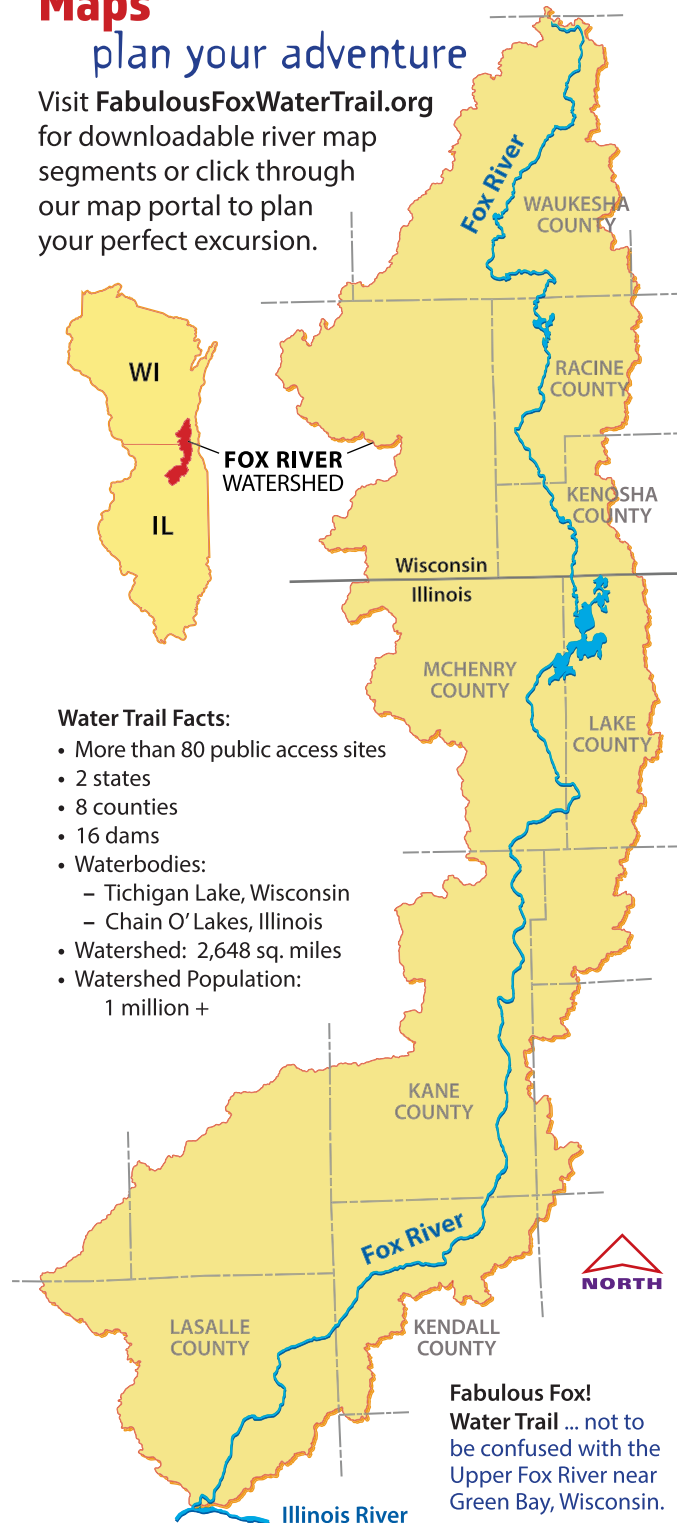
Find something new around every bend from wildlife to street life. Pause with a picnic to breathe in peaceful nature. Discover new places to dine, to explore in the cities, villages, and towns along the Fox River. The river is yours to discover! Create new traditions and family fun.



## Maps

plan your adventure

Visit [FabulousFoxWaterTrail.org](http://FabulousFoxWaterTrail.org) for downloadable river map segments or click through our map portal to plan your perfect excursion.



### Water Trail Facts:

- More than 80 public access sites
- 2 states
- 8 counties
- 16 dams
- Waterbodies:
  - Tichigan Lake, Wisconsin
  - Chain O' Lakes, Illinois
- Watershed: 2,648 sq. miles
- Watershed Population: 1 million +



## Our River

a community of participants

**Wisconsin Communities:** Menomonee Falls, Brookfield, Pewaukee, Waukesha, Big Bend, Vernon, Mukwonago, Waterford, Rochester, Burlington, Wheatland, and Salem Lakes.

**Illinois Communities:** Fox Lake, Johnsburg, McHenry, Holiday Hills, Port Barrington, Lake Barrington, Fox River Grove, Cary, Trout Valley, Algonquin, Carpentersville, West Dundee, East Dundee, Elgin, South Elgin, St. Charles, Geneva, Batavia, North Aurora, Aurora, Montgomery, Oswego, Yorkville, Plano, Millbrook, Millington, Sheridan, Wedron, and Ottawa.

**Our Team:** Kane County, Illinois; Village of Waterford, Wisconsin; Southeast Fox River Partnership; Southeastern Wisconsin Regional Planning Commission; Chicago Metropolitan Agency for Planning, Fox River Ecosystem Partnership; Real Racine; Visit McHenry County; and National Park Service.

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