

**Village of Algonquin
Village Board Meeting
September 2, 2025
7:30 PM
Ganek Municipal Center
2200 Harnish Drive, Algonquin**

- 1. Call to Order**
- 2. Roll Call - Establish a Quorum**
- 3. Pledge to Flag**
- 4. Adopt Agenda**
- 5. Audience Participation**
(Persons wishing to address the Board, must register with the Village Clerk prior to call to order.)
- 6. Proclamations**
 - A. The Village of Algonquin Proclaims September as Suicide Prevention and Awareness Month
 - B. The Village of Algonquin Proclaims It's Our Fox River Day - A Watershed Wide Celebration
- 7. Consent Agenda/Approval:**

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

 - A. **APPROVE MEETING MINUTES:**
 - (1) Public Hearing - Telehealth held August 19, 2025
 - (2) Village Board Meeting held August 19, 2025
 - (3) Committee of the Whole Meeting held August 19, 2025
- 8. Omnibus Agenda/Approval:**

The following Ordinances, Resolutions, or Agreements are considered to be routine in nature and may be approved by one motion with a roll call vote. (Following approval, the Village Clerk will number all Ordinances and Resolutions in order.)

 - A. **PASS ORDINANCES:**
 - B. **ADOPT RESOLUTIONS:**
 - (1) Adopt a Resolution Accepting and Approving an Agreement with Reike Interior for Office Furniture Replacement in the Amount of \$118,995.00
 - (2) Pass a Resolution Accepting and Approving the First Amendment to the Site Lease Agreement Between the Village of Algonquin and T-Mobile Central LLC
 - (3) Adopt a Resolution Accepting and Approving an Intergovernmental Agreement with McHenry County for the Conceptual Design of a Shared Yard at the Public Works Facility
 - (4) Pass a Resolution Accepting and Approving an Agreement with Williams Architects for Architectural Design Services for the Algonquin/McHenry County Shared Yard Phase II Design in the Amount of \$279,000.00
 - (5) Pass a Resolution Accepting and Approving an Agreement with Christopher Burke Engineering for the Design Services for the Algonquin/McHenry County Shared Yard Phase II Design in the Amount of \$158,731.00
- 9. Discussion of Items Removed from the Consent and/or Omnibus Agenda**
- 10. Approval of Bills for Payment and Payroll Expenses as Recommended by the Village Manager**
 - A. List of Bills Dated September 2, 2025, in the Amount of \$1,258,544.67
- 11. Committee of the Whole:**

A. COMMUNITY DEVELOPMENT

- (1) Approve a Public Event License for the Saint Vincent de Paul Walk for the Poor on September 13, 2025

B. GENERAL ADMINISTRATION

C. PUBLIC WORKS & SAFETY

12. Village Clerk's Report

- A. Meeting Schedule

13. Staff Communications/Reports, as Required

14. Correspondence

15. Old Business

16. Executive Session, if Required

17. New Business

- A. Pass a Resolution Accepting and Approving the Village of Algonquin's Community Health Improvement Plan
- B. Pass a Resolution Accepting and Approving the Telehealth Services Agreement between Pathways Physicians Texas, PLLC and the Village of Algonquin
- C. Approve a Public Event License for the Algonquin Lions Foundation Wine and Beer Tasting Event on September 6, 2025 at Village Vintner

18. Adjournment



VILLAGE OF ALGONQUIN

PROCLAMATION

SEPTEMBER IS NATIONAL SUICIDE PREVENTION AWARENESS MONTH

WHEREAS; September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community. The simple goal is to learn how to help those around us and how to talk about suicide without increasing the risk of harm; and

WHEREAS; Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

WHEREAS; According to the CDC, approximately 50,000 Americans died by suicide in 2023; and

WHEREAS; Algonquin, Illinois is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, pack leaders, police officers, and parents, as partners in supporting our community in simply being available to one another; and

WHEREAS; local organizations like Suicide Prevention Services (SPS) and national organizations like the National Alliance on Mental Illness (NAMI) are on the front lines of a battle that many still refuse to discuss in public, as suicide and mental illness remain too taboo a topic to speak on; and

WHEREAS, every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and

WHEREAS, I encourage all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors over the next few days and to genuinely convey their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

NOW, THEREFORE, be it resolved that I, "Debby Sosine", do hereby proclaim the month of September 2025, as National Suicide Prevention Awareness Month in the Village of Algonquin.

Dated this 2nd day of September, 2025

(Seal)

Debby Sosine, Village President

Attest: _____

Fred Marin, Village Clerk

VILLAGE OF ALGONQUIN

A PROCLAMATION ESTABLISHING “IT’S OUR FOX RIVER DAY – A WATERSHED WIDE CELEBRATION”

WHEREAS, The Fox River was central to the lives of native Americans inhabiting the Fox River Valley in Wisconsin and Illinois for millennia, providing an abundance of food and water to wildlife and those native populations, and;

WHEREAS, The Fox River was the central to the lives of early settlers of the Fox River Valley, providing a source of water and power to mill the grains to feed those settlers, saw the lumber to shelter those settlers, and drive the early machinery which formed the commercial and industrial base that gave first growth to our community, and;

WHEREAS, The Fox River, once a fine fishery and source of public water, became burdened with the uncontrolled discharge of industrial, commercial and municipal wastes, with the resulting pollution threatening the health and welfare of all populations of the Fox River, including human and wildlife, and;

WHEREAS, sustained and increasingly diligent and effective efforts have been made over the past century to reduce and eliminate pollution and changes to our river’s natural shorelines, and;

WHEREAS, The Fox River has been largely freed from its burden of pollution and once again has become a safe source of recreation and reliable public water supply, with its fish and wildlife population in clear recovery; and

WHEREAS, The Village of Algonquin recognizes the historic, present and future value of this unique and precious natural resource to our community, and all other communities within and beyond the Fox River Valley,

NOW THEREFORE, We the Village Board of the Village of Algonquin, in the State of Illinois, declares the third Saturday of September, this year and every year thereafter, shall be recognized as “It’s Our Fox River Day”, and to have and support events, public and private, that honor and celebrate the life and well-being of the Fox River for us to share now, and with generations to come.

IN WITNESS WHEREOF, I, Debby Sosine, Village President, have hereunto set my hand and caused the Seal of the Village of Algonquin to be affixed, this 2nd Day of September in the year 2025.

(seal)

Debby Sosine, Village President

Attest: _____
Fred Martin, Village Clerk



MINUTES OF THE PUBLIC HEARING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF ALGONQUIN, McHENRY & KANE COUNTIES, ILLINOIS
ON AUGUST 19, 2025
HELD IN THE VILLAGE BOARD ROOM

Public Hearing before the corporate authorities, to consider a Proposed Community Telehealth Services Program

ROLL CALL: Village President Debby Sosine, called the Public Hearing to order at 7:15P.M. with Village Clerk, Fred Martin, calling the roll.

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

Staff in Attendance: Tim Schloneger, Village Manager; Michael Kumbera, Deputy Village Manager/Chief Financial Officer; Michele Zimmerman, Assistant Public Works Director; Dennis Walker, Police Chief; Patrick Knapp, Community Development Director; Kelly Cahill, Village Attorney.

CONFIRMATION OF PROPER PUBLICATION AND FILING OF DOCUMENTS:
President Sosine confirmed the proper publication and document filing are in order

OVERVIEW OF PROPOSED TEXT A PHYSICIAN (TAP) TELEHEALTH SERVICE PROGRAM:
A. Overview/Presentation

Matt Spallas and Gerardo Perez provided a video presentation to the Board, outlining the proposed TAP program and services

PUBLIC COMMENTS:
Kathy Bradley, Theresa DeNicolo, Jeff Bradley and Karen Stratachek all expressed concerns over the costs, opt in and opt out issues of the Telehealth Service Program

VILLAGE BOARD COMMENTS:
Board members questioned costs, potential Village employee burdens regarding the in-out options, potential out of state availability.

President Sosine adjourned the Public Hearing at 8:20 pm

Submitted:

Village Clerk, Fred Martin

Approved this 2nd day of September, 2025

Village President, Debby Sosine



MINUTES OF THE REGULAR VILLAGE BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF
ALGONQUIN, McHENRY & KANE COUNTIES, ILLINOIS
MEETING OF AUGUST 19, 2025
HELD AT THE GANEK MUNICIPAL CENTER

CALL TO ORDER AND ROLL CALL: Village President Debby Sosine, called the meeting to order at 8:20 P.M. with Village Clerk, Fred Martin, calling the roll.

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

Staff in Attendance: Tim Schloneger, Village Manager; Michael Kumbera, Deputy Village Manager/Chief Financial Officer; Michele Zimmerman, Assistant Public Works Director; Dennis Walker, Police Chief; Patrick Knapp, Community Development Director; Kelly Cahill, Village Attorney.

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 15 Executive Session.
Voice vote; ayes carried

AUDIENCE PARTICIPATION:

Kathy Bradley inquired about a playground fence at Tunbridge Park

Theresa DeNicolo asked the Village to recognize Fire and First Responders for their efforts and dedication

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 5, 2025
- (2) Committee of the Whole Meeting held August 12, 2025

B. APPROVE THE VILLAGE MANAGER'S REPORT OF JULY 2025

Moved by Spella, seconded by Auger 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. PASS ORDINANCES:

- (1) Pass an Ordinance **(2025-O-31)** Approving a Variation for an Interior Side Yard Setback and Porch Obstruction
- (2) Pass an Ordinance **(2025-O-32)** Amending Chapter 22, Subdivision Regulations

B. ADOPT RESOLUTIONS:

- (1) Adopt a Resolution **(2025-R-84)** Accepting and Approving an Amendment to the Presidential Park Reconstruction Contract and Request for Approval of Change Order Number 1, Increasing the Contract Amount by \$38,166.31, and Amending the Total Amount to \$5,311,784.96
- (2) Adopt a Resolution **(2025-R-85)** Accepting and Approving an Agreement with Featherstone, Inc for the Algonquin/McHenry Shared Yard Preconstruction Services in the Amount of \$57,050.00
- (3) Adopt a Resolution **(2025-R-86)** Accepting and Approving an Agreement with Civiltech Engineering, Inc. for Phase I and Phase II Design Engineering Services of Square Barn Road in the Amount of \$363,158.00
- (4) Pass a Resolution **(2025-R-87)** Accepting and Approving an Agreement with RJN Group, Inc. for the Spring Sanitary Collection System Flow Monitoring in the Amount of \$145,380.00
- (5) Pass a Resolution **(2025-R-88)** Accepting and Approving an Agreement with West Side Tractor Sales for the Purchase of a 2025 John Deere 544P Wheel Loader in the Amount of \$235,047.09

Moved by Brehmer second by Smith to approve the Omnibus Agenda

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

Motion carried; 6-ayes, 0-nays

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

None

APPROVAL OF BILLS: Moved by Glogowski, seconded by Dianis, to approve the List of Bills and payroll expenses for payment in the amount of \$2,654,111.39

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	564,182.72
02	CEMETERY	1,865.43
04	STREET IMPROVEMENT	795.105.36
05	SWIMMING POOL	11,879.36
06	PARK IMPROVEMENT	16,909.18
07	WATER & SEWER	173832.04
12	WATER & SEWER IMPROVEMENT	389,379.63
26	NATURAL AREA & DRAINAGE IMPROV	2,000.00
28	BUILDING MAIN. SERVICE	12,210.75
29	VEHICLE MAINT. SERVICE	<u>33,980.75</u>
TOTAL ALL FUNDS		2,001,345.22

Roll call vote; voting aye – Trustees Glogowski, Auger, Spella, Dianis, Brehmer, Smith,
Motion carried; 6-ayes, 0-nays

COMMITTEE OF THE WHOLE:

A. COMMUNITY DEVELOPMENT

None

B. GENERAL ADMINISTRATION

None

C. PUBLIC WORKS & SAFETY

None

VILLAGE CLERK'S REPORT

Village Clerk Martin announced future meetings.

STAFF REPORTS:

ADMINISTRATION:

Mr. Schloneger:

Thanked everyone for participating in the Public Hearing.

Mr. Kumbera:

The Village auditors have completed their fieldwork, and the process is progressing smoothly. A draft of the audit report is expected within the next week.

Tomorrow evening at Towne Park, the Goodly Creatures Theatre will present Much Ado About Nothing as part of the Shakespeare in the Park series. The performance begins at 6:30 p.m.

This Thursday's summer concert featuring The Fortunate Sons will begin at 6:00 p.m., which will be the regular start time for the remaining concerts in the series.

COMMUNITY DEVELOPMENT:

Mr. Knapp:

Reminded that the Art on the Fox festival is coming up on September 6 and 7 from 10 am to 5 pm. Also note that Tony Ocean will perform a special night concert on Saturday starting at 5:30

POLICE DEPARTMENT:

Chief Walker:

Thanks to the Board and the Rec Department for their support and efforts during National Night Out.

PUBLIC WORKS:

Ms. Zimmerman:

Public Works has been working all week on clearing debris from the storms last Saturday night. We are working on removing immediate hazards. Next week we will be picking up brush on private property. We are asking residents to have their brush out at the curb by 7am Monday morning. We are using the public works mutual aid network to assist us with the process. Crews will make one pass through town to collect debris. This is expected to take 3-5 days. A notice regarding this process has been posted on the Village website

CORRESPONDENCE:

None

OLD BUSINESS:

None

EXECUTIVE SESSION:

None

NEW BUSINESS:

None

ADJOURNMENT: There being no further business, it was moved by Spella, seconded by Auger to adjourn the Village Board Meeting.
Voice vote; all voting aye

The meeting was adjourned at 8:38 PM.

Submitted:

Approved this 2nd day of September 2025

Village Clerk, Fred Martin

Village President, Debby Sosine



**Village of Algonquin
Minutes of the Committee of the Whole Meeting
Held On August 19, 2025
Village Board Room
2200 Harnish Dr. Algonquin, IL**

Trustee Glogowski Chairperson, called the Committee of the Whole meeting to order at 8:38 p.m.

AGENDA ITEM 1: Roll Call to Establish a Quorum

Present: Trustees, Jerry Glogowski, Laura Brehmer, Brian Dianis, Maggie Auger, Bob Smith, John Spella, President, Debby Sosine and Clerk, Fred Martin.

A quorum was established

Staff in Attendance: Tim Schloneger, Village Manager; Michael Kumbera, Deputy Village Manager/Chief Financial Officer; Michele Zimmerman, Assistant Public Works Director; Dennis Walker, Police Chief; Patrick Knapp, Community Development Director; Kelly Cahill, Village Attorney.

AGENDA ITEM 2: Public Comment

None

AGENDA ITEM 3: Community Development

Mr. Knapp:

A. Consider the Saint Vincent de Paul Walk for the Poor Public Event on September 13, 2025

Mark Minaglia, on behalf of the St. Vincent de Paul Society, is seeking approval of a public event license for the annual Walk for the Poor.

The Walk for the Poor will take place on Saturday, September 13, 2025, beginning at 7:00 a.m. It will begin at St. Margaret Mary Church, head south on Hubbard St to the McHenry County Prairie Path Trail. From there, it will continue northwest on the trail, cross Main Street, then turn around under the bypass to return to St. Margaret Mary Church on the same route. The walk will only occur on the trail and sidewalks, so street closures are not required.

There will be crossing guards at each intersection along the walk route. All the money raised will go to the St. Vincent de Paul treasury to assist families in need in Algonquin and Lake in the Hills.

Mr. Minaglia is also seeking a waiver of the Public Event License Fee of \$50/day.

All Village Departments and the Algonquin-Lake in the Hills Fire Protection District (ALFPD) have reviewed this request and recommend that the Committee of the Whole advance this matter to the Village Board for approval, subject to the following conditions:

- Traffic shall not be impeded in any manner due to the walk;
- Residents along Hubbard Street shall be notified of the walk at least one week before the event;
- Final site and circulation plans are subject to review and approval by Village Staff and Fire as needed;
- 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;
- Public Event License Fees must be paid prior to the event, unless waived by the Village Board;
- 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;
- 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

It is the consensus of the Committee to forward this to the Village Board for approval

AGENDA ITEM 4: General Administration

Mr. Kumbera:

A. Discussion of Draft Term Sheet for Festival Management Services

The purpose of this item is to present the Village Board with a draft term proposal outlining the preliminary service scope, financial framework, and roles for professional management of a proposed community festival. Staff is seeking confirmation that the proposed direction aligns with Board priorities before preparing a formal agreement. Time is of the essence to secure resources, sponsorships, entertainment, and operational capacity for a potential summer 2026 event.

Following prior Board discussions about hosting a professionally managed, multi-day community festival, staff engaged Chicago Special Events Management (SEM) to prepare a draft term sheet summarizing anticipated services, compensation, and operational responsibilities. This document is intended as a framework for further negotiations and is not a binding agreement. Due to the limited lead time to plan, market, and execute a high-quality festival in 2026, staff have initiated a direct negotiation procurement process with SEM rather than a traditional competitive solicitation. This approach enables the Village to expedite decision-making while engaging a firm with proven large-scale festival experience, strong industry relationships, and the specialized capabilities necessary to meet the event's operational and financial objectives.

The draft term sheet includes:

- **Scope of Services:** Comprehensive logistical management, vendor coordination, entertainment booking, marketing and sponsorship solicitation, on-site operations, security planning, and post-event reporting.
- **Financial Structure:** Fixed management fee, commission percentages for sponsorships and vendors, and performance incentives tied to net revenue.
- **Operational Roles:** Clearly defined responsibilities for both the Village and SEM for planning, permitting, vendor/sponsor relations, and event execution.
- **Budget Controls:** Transparency provisions with Village approval required for reimbursable expenses exceeding 10% over budgeted amounts.

Staff requests confirmation that the draft term sheet reflects the desired policy direction, specifically:

1. Support for a multi-day, turn-key festival model.
2. Acceptance of SEM's proposed scope of work and responsibilities.
3. Agreement with the financial framework and revenue-sharing provisions.
4. Alignment on the Village's role in planning and operations.

Upon receiving Board feedback, staff will incorporate any revisions into the term sheet and proceed to negotiate a detailed agreement for formal review and discussion at a future meeting.

It is the consensus of the Committee to forward this to Village Staff to finalize the event details.

B. Consider Purchase Agreement for Office Furniture Replacement with Rieke Interiors

Staff recommends the proposed Rieke Furniture contract for replacement of all General Services & Administration front office furniture.

Rieke has previously completed successful furniture replacement projects for both the Police Department and Finance Department, replacing similarly failing systems. Based on these past experiences, we are confident in their ability to deliver a high-quality, long-lasting product that meets our expectations and needs.

This project was included in and approved as part of the FY26 budget to address the aging, original furniture in the Village's front office area. The existing cubicles and storage units have deteriorated to the point of being functionally inadequate and do not meet the current operational needs of the department. At this time, the existing product has been discontinued and therefore we are unable to find replacements for failing equipment.

In addition to replacing the over twenty-year-old furniture, this replacement will:

- ☐ Modernize the front office environment
- ☐ Provide fully functioning, ergonomic workspaces for current staff
- ☐ Add two new workstations to support future staffing needs, when applicable
- ☐ Include additional storage to support operational efficiency
- ☐ Improve workflow by reconfiguring the layout for better access & collaboration
- ☐ Ensure full ADA compliance for employees and the public

The design was developed in coordination with staff input to ensure it aligns with actual work needs and provides a comfortable and functional workspace. Staff recommends the approval of this contract for the price of \$118,995, which agrees with the budgeted funds of \$119,000 for FY26.

It is the consensus of the Committee to forward this to the Village Board for approval

C. Consider the First Amendment of the Site Lease Agreement with T-Mobile Central, LLC for the Leased Premises Located at 740 Hanson Road.

This amendment extends the current lease with T-Mobile for the communications facility at 740 Hanson Road by adding three (3) automatic five-year renewal terms, unless terminated by T-Mobile with 120 days' notice. It authorizes facility upgrades (subject to required permits) without additional consideration, sets a flat \$50/hour personnel rate during normal business hours, and maintains the existing 4% annual rent increase during renewal terms. The Village will also receive a one-time payment of \$10,000 within 60 days of the Amendment's effective date.

Staff recommends approval of the First Amendment to the Site Lease Agreement with T-Mobile Central LLC as presented.

It is the consensus of the Committee to forward this to the Village Board for approval

AGENDA ITEM 5: Public Works & Safety

Ms. Zimmerman:

A. Consider an Intergovernmental Agreement with McHenry County for Design Services Related to the Shared Yard Project

In June of 2024, the Village Board authorized the execution of an Intergovernmental Agreement with McHenry County for the conceptual design of a shared yard located at the Village's Public Works Facility. The County and Village shared the cost of the design 50/50 for the consulting services of Williams Architects. The Phase I design is wrapping up and the Village and County are looking to advance the project to Phase II.

Presented is an Intergovernmental Agreement with McHenry County that details the expectations and requirements from each agency as it relates to the Phase II program. The terms of the IGA are identical to the Phase I IGA with the Village serving as the lead agency to be reimbursed 50/50 with the County.

The IGA includes an anticipated not to exceed cost of \$494,781, which includes the proposals from Featherstone, Williams Architects, and Christopher Burke Engineering. The Featherstone proposal was discussed at the COTW meeting on August 12th, and the two other agreements will be discussed on this meeting agenda. This cost will be split 50/50 between both agencies with each agency's portion being \$247,390.50. This IGA is only for Phase II services and a new IGA will be required before the project can advance to the construction phase.

1. The Village and County are nearly completed with the Phase I concept study for the shared yard project.
2. The next phase, comprised of detailed design work, requires the execution of another IGA with McHenry County
3. The terms of the Phase II IGA are identical to the Phase I IGA executed last year, with the primary update being the cost of the three consultants' proposals.

Staff recommends the Village Board advance the proposed IGA to the next Village Board meeting for approval so the agencies can continue the collaborative project into the next phase.

It is the consensus of the Committee to forward this to the Village Board for approval

B. Consider Agreements with Williams Architects for the Architectural Design and Christopher Burke Engineering for the Engineering Design of the Algonquin/McHenry County Shared Yard Phase II Design

At the August 13th Committee of the Whole meeting, the Village Board advanced a design coordination agreement with Featherstone, Inc. for the coordination of the Phase II design for the shared yard expansion project with McHenry County.

The Village has been working to conclude the Phase I conceptual design with Williams Architects. Williams has performed well through the Phase I process, and staff has requested the attached proposal for Phase II architectural design work. Williams' design work will be focused on the architectural elements of the project, including the design of the 120-foot diameter salt dome, concrete storage bins, and brine tank system and related components both on the exterior and interior of the facility. Their proposal includes a fee not to exceed \$279,000.

In addition to architectural work, the project will require civil engineering design work to address stormwater, paving, grading, and utility improvements. Staff has requested a proposal from Christopher B. Burke Engineering, or CBBEL, for this work, as the Village's preferred engineering firm. CBBEL has provided a not to exceed proposal of \$158,731 for their portion of the work. Both firms were requested to provide their pricing in a not to exceed format due to the overlapping of certain functions. For example, while CBBEL will be responsible for site grading design, Williams will need to be involved in part of that work where it relates to the location of the new structures and how those structures will drain. Featherstone, the project management firm will be tasked to ensure duplicative work is not performed and coordination between both disciplines. Additionally, this work is based on an assumed

construction cost of approximately \$4.5 million, which will be refined by Featherstone as the project progresses through design.

Both firms have performed exceptionally well and the proposals total \$437,731, which is just under 10% of the anticipated construction cost, which is the standard expectation for Phase II design work. The Village is the lead agency on this project and will be the contract holder for each agreement, but will be reimbursed for 50% of all costs by the County. Therefore, the Village's share of this work will be \$218,865.50.

1. Staff is preparing for the next phase of the shared yard project with McHenry County.
2. The project will require architectural and engineering design work.
3. Staff is looking to continue working with Williams, the Phase I consultant, and utilize CBBEL for the civil design work.

4. The total is in a not to exceed amount as the disciplines will need to overlap at certain junctures, which will be managed by Featherstone to prevent duplicative charges.
 5. All costs will be shared 50/50 with the County for this phase of the project pursuant to the IGA.
- Staff is recommending the Village Board advance the proposed agreements to the next Village Board meeting for formal approval:
1. A proposal from Williams Architects for architectural design services in the amount not to exceed \$279,000; and
 2. A proposal from CBBEL for engineering design services in the amount not to exceed \$158,731

It is the consensus of the Committee to forward these two items to the Village Board for approval

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 9:19 p.m.

Submitted:

Fred Martin, Village Clerk



2025 - 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 Rieke Interior for Office Furniture Replacement in the Amount of \$118,995.00, attached hereto and hereby made part hereof.

DATED this 2nd day of September, 2025

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

VILLAGE OF ALGONQUIN
 Date: 7/31/2025
 Proposal Valid for 30 Days

Sales: ERINN CHECCHI



Ship To:
 VILLAGE OF ALGONQUIN
 2200 HARNISH DR.
 ALGONQUIN, IL 60102

Furniture Proposal

FRONT OFFICE				
Item	Qty	Unit Cost	Extended	
RIEKE WORKSTATION A	4	\$ 8,135.00	\$	32,540.00
RIEKE WORKSTATION B	2	\$ 6,585.00	\$	13,170.00
REMOVAL OF LARGE TACK BOARD - APPROX. \$1,000.00 LESS PER WORKSTATION				
RIEKE BEVERAGE CENTER	1	\$ 5,660.00	\$	5,660.00
RIEKE WORKSTATION C	2	\$ 6,475.00	\$	12,950.00
RIEKE TRANSACTION WINDOW/STORAGE	1	\$ 10,195.00	\$	10,195.00
RIEKE WORKSTATION D	2	\$ 5,885.00	\$	11,770.00
RIEKE WORKSTATION D - TALL STORAGE	1	\$ 4,820.00	\$	4,820.00
RIEKE WORKSTATION D - DESK HEIGHT STORAGE	1	\$ 6,045.00	\$	6,045.00
NOVO TASK CHAIR	14	\$ 570.00	\$	7,980.00
WORKSTATION PACK A AND B				
RIEKE ELECTRICAL	6	\$ 250.00	\$	1,500.00
Subtotal:			\$	106,630.00
BACK OFFICE				
Item	Qty	Unit Cost	Extended	
RIEKE CLD STORAGE UNIT	2	\$ 1,100.00	\$	2,200.00
RIEKE 3 DRAWER LATERAL	1	\$ 1,145.00	\$	1,145.00
Subtotal:			\$	3,345.00
Net Subtotal:			\$	109,975.00
NON-UNION DELIVERY & INSTALLATION DURING NORMAL BUSINESS HOURS			\$	9,020.00
TAX EXEMPT			\$	-
Project Total:			\$	118,995.00

Notes: CLIENT TO TEARDOWN AND REMOVE EXISTING PRODUCT PRIOR TO INSTALLATION - TRANSACTION COUNTER AND STORAGE
 PRICING IS SUBJECT TO CHANGE. NEED TO VERIFY SITE CONDITIONS AFTER DEMO.

The prices quoted in this proposal are based on current costs as of the date of issuance. Due to market fluctuations and unforeseen economic conditions, Rieke Interiors reserves the right to adjust pricing in the event of significant tariff variations. Any such adjustments will be communicated in writing and agreed upon.

Accepted by Client: _____ Date: _____
 (Signature indicates you are an authorized Company representative)

Furniture Proposal

TERMS & CONDITIONS AGREEMENT

COMPANY: VILLAGE OF ALGONQUIN

TOTAL AMOUNT OF QUOTE: \$118995

The following conditions must be satisfied prior to order processing or scheduling the project installation:

- **A 50% down payment is required at the time of signing.**
- **ALL ORDERS UNDER \$5,000.00 MUST BE PAID IN FULL PRIOR TO ORDER PROCESSING.**
- The official installation date cannot be confirmed until all project revisions are finalized and signed off on.
- Signed/Dated **Quote** and **Terms & Conditions** documents.
- Any approved custom **drawings including signatures on each page.**
- Final color and finish selections.
- Final measurements are from drywall. The official installation date is established once final field measurements are completed. Installation is a **minimum 4 weeks** from date of final field measurement.
- Rieke Interiors is not responsible for irregularities, or abnormalities, in structural attributes that prevent symmetrical installation of our products. Changes, repairs, or adjustments may result in new charges and are the sole responsibility of the client.

FULL PAYMENT OF OUTSTANDING BALANCE DUE ON DAY OF DELIVERY

Rieke Interiors accepts all major credit cards. A 3% surcharge will be applied to all credit card charges to cover the additional cost of credit card fees.

30-day past due balances are subject to a 1.5% monthly finance charge and voiding of product warranty. Any items that require correction will be promptly addressed under the terms of:

Rieke Interiors Product Warranty

All Rieke manufactured product installed by Rieke or a Rieke Certified Installer carries a lifetime warranty, exclusive of normal wear and tear.

Further Terms and Conditions

1. All scheduling changes will incur a minimum \$500.00 charge per day of planned install if made less than 48 hours in advance of scheduled delivery. An email reminder is sent approximately one week prior to the project installation appointment. **X** _____
2. If, upon arrival to customer site, we cannot perform the installation due to site circumstances or the installation is delayed due to site circumstances, a minimum charge of \$500.00 per day of planned install will be applied. **X** _____
3. All costs (labor & material) incurred due to cancellation of client order(s) are billable and solely the client's responsibility.
4. Unless otherwise stated, price is based on one (1) complete one-time installation -- phasing will involve additional charges.
5. Installation to be performed during non-overtime hours (Monday-Friday 7:00 a.m.- 4:00 p.m.) unless otherwise pre-arranged/quoted, with free use of lifts and elevators. If an elevator is not available at the time of the scheduled installation, delivery may be postponed, and additional delivery and installation charges WILL be charged to the client (see #2).
6. All custom-order product manufactured/purchased according to Client's project specifications is FINAL WHEN ORDERED and is NON-RETURNABLE. The Client will be charged in full for custom-order product even if an order is cancelled prior to installation. **X** _____
7. All electrical to be handled by a Certified Electrician. All electrical connections must be complete and work area free from any trade activity.
8. Unloading and installation areas must be clean and clear.
9. All work requested of Rieke installers (other than stated in client quote) will be quoted and charged separately.
10. A *Certificate of Insurance* is available upon request for coverage of product delivery and installation. When riders or additional coverages are required, all charges are a client responsibility.
11. All permits required are a client responsibility.
12. For any back-ordered items, client may withhold final payment pertaining only to those specific items until such items are delivered.
13. Any changes after signing this "Terms & Conditions Agreement" will be subject to charges and changes to lead times.
14. Photo/Testimonial Release: I hereby irrevocably authorize Rieke Interiors to copyright, publish, reproduce, exhibit, transmit, broadcast, televise, digitize, display, otherwise use, and permit others to use all images and testimonials of purchased office furnishings, logos, and design components, in any manner, form, or format, whatsoever now or hereinafter created, including on the internet, and for any purpose, including, but not limited to, advertising or promotion of Rieke Interiors products and services, without further consent from or payment to me.
15. This "Terms & Conditions Agreement" shall take precedence and prevail over any other agreement(s).

By signing this "Terms & Conditions Agreement" Client accepts above-referenced quote and ALL terms and conditions as written.

Accepted by Client: _____ Date: _____
(Signature indicates you are an authorized Company representative)

Please Print Name: _____

RESOLUTION NO. 2025 – R - _____

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE SITE LEASE AGREEMENT
BETWEEN THE VILLAGE OF ALGONQUIN AND T-MOBILE CENTRAL LLC**

WHEREAS, the Village of Algonquin (“Village”) previously entered into a Site Lease Agreement dated March 3, 2009 (the “Agreement”) with T-Mobile Central LLC (“Tenant”) for the placement of communications facilities at 740 Hanson Road, Algonquin, Illinois; and

WHEREAS, the Village and Tenant desire to amend certain provisions of the Agreement to allow for automatic renewal terms, upgrades to the communications facility, adjustment of personnel billing fees, continued rental payments with annual increases, and a one-time payment to the Village, among other terms; and

WHEREAS, the Village President and Board of Trustees find that approval of the First Amendment to the Site Lease Agreement is in the best interests of the Village of Algonquin and its residents.

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

The First Amendment to the Site Lease Agreement between the Village of Algonquin and T-Mobile Central LLC, in substantially the form attached hereto and made a part hereof, is hereby approved.

The Village President and Village Clerk are authorized and directed to execute and attest said First Amendment on behalf of the Village.

This Resolution shall be in full force and effect immediately upon its passage and approval.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Algonquin, Illinois, on this 2nd day of September, 2025.

Approved: _____
Debby Sosine, village President

(seal)

Fred Martin, Village Clerk

FIRST AMENDMENT TO SITE LEASE AGREEMENT

This First Amendment to Site Lease Agreement (the "**First Amendment**") is effective as of the last signature below (the "**Effective Date**"), by and between the Village of Algonquin, an Illinois municipality ("**Owner**"), and T-Mobile Central LLC, a Delaware limited liability company ("**Tenant**") (each a "**Party**", or collectively, the "**Parties**").

Owner and Tenant entered into that certain Site Lease Agreement dated March 3, 2009, (the "**Agreement**") regarding the leased premises ("**Premises**") located at 740 Hanson Road, Algonquin, IL 60102 (the "**Property**").

For good and valuable consideration, Owner and Tenant agree as follows:

1. Section 2 of the Agreement is hereby amended by adding the following sentence: At the expiration of the Agreement, the term of the Agreement will automatically be extended for three (3) additional and successive five (5) year terms, each included as a Renewal Term provided that Tenant may elect not to renew by providing Owner at least one hundred and twenty (120) days' notice prior to the expiration of the then current Renewal Term.
2. Section 4 of the Agreement is hereby amended by adding the following sentence: Owner consents to allow Tenant to complete upgrades and additions of the Communications Facility on the Premises for no additional consideration, in compliance with required permits.
3. Section 5 of the Agreement is hereby amended by replacing one sentence with the following: Tenant will be billed a flat fee of Fifty and 00/100 Dollars (\$50.00) per hour (during normal business hours) to cover personnel costs.
4. For the avoidance of doubt, during each of the additional Renewal Terms added by this First Amendment, Tenant shall continue to pay Rent in accordance with Section 3 of the Agreement, including annual four percent (4%) increases.
5. In consideration of the Agreement and this First Amendment, Tenant shall pay Owner a one-time fee of Ten Thousand and 00/100 Dollars (\$10,000.00). This payment is to be made within sixty (60) days of the Effective Date of this First Amendment.
6. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Owner or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ CH76363A

If to Owner:

Village of Algonquin – Village Hall
2200 Harnish Drive
Algonquin, IL 60102

7. Tenant and Owner will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
8. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Agreement, the terms and provisions of this First Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.
9. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this First Amendment will legally bind the Parties to the same extent as originals.
10. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment. Owner represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of First Amendment. If Owner is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Owner is solely responsible for all commission, fees or other payment to Agent and (b) Owner shall not impose any fees on Tenant to compensate or reimburse Owner for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this First Amendment or any future amendment.
11. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

Owner:

Village of Algonquin, an Illinois municipality

By: _____

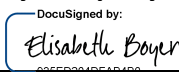
Print Name: _____

Title: _____

Date: _____

Tenant:

T-Mobile Central LLC, a Delaware limited liability company

By:  _____

Print Name: Elisabeth Boyer

Title: Sr. Manager, Procurement

Date: 8/5/2025



Site Lease Agreement

This Site Agreement ("Agreement") entered into this 3rd day of March, 2009, ("Effective Date") by and between the Village of Algonquin, an Illinois municipality ("Owner"), whose address is 2200 Harnish Drive, Algonquin, in the Counties of Kane and McHenry, Illinois and T-Mobile Central LLC, a Delaware limited liability company ("T-Mobile" or "Tenant"), having an address at 2001 Butterfield Road, Suite 1900, Downers Grove, 60515 provides for the granting and leasing of certain property interests on the following terms.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY:** The Owner hereby leases to T-Mobile space on the Owner's water tower ("Tower") and ground space located near the intersection of Westbury Drive and Hanson Road within the Village of Algonquin for the installation and operation of T-Mobile's wireless telecommunications equipment, including antennas and necessary ancillary facilities ("Communications Facility") for the provision of T-Mobile's communication services and Owner grants a license to T-Mobile over the Owner's real property adjacent to the Tower for access for ingress and egress to the Communications Facility and to utility lines to the extent said lease and license are depicted on the Site and Building Plans attached hereto and incorporated herein as Exhibit A (collectively the "Premises"). The licenses granted herein with respect to access shall have the same term as this Agreement and shall be irrevocable other than as specifically set forth herein during such time. The Tower and surrounding real property are legally described in Exhibit B, attached hereto and made a part hereof. Within a reasonable time after completion of the installation of the Communications Facility, or any part thereof, upon the Tower, Owner shall perform an inspection of the Tower and notify T-Mobile in writing of any alleged damage resulting from such installation. In such event, T-Mobile agrees to meet with Owner within thirty (30) days of receipt of said written notice to evaluate such claim and the parties agree to diligently work to determine a course of action to repair any damage caused by T-Mobile satisfactory to both parties.
2. **TERM:** The initial term of this Agreement shall be five (5) years ("Initial Term"), commencing on the date T-Mobile begins construction or twelve (12) months after the date of the full execution of this Agreement ("Commencement Date") and terminating on the last day before the fifth annual anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided hereinafter. This Agreement shall automatically be extended for three (3) successive five (5) year terms (the "Renewal Terms") on the same terms and conditions as set forth herein, unless either party notifies the Village in writing of its intention not to renew at least one-hundred twenty (120) days prior to commencement of the succeeding Renewal Term.
3. **RENT:** T-Mobile shall pay to Owner Twenty Six Thousand and 00/100 Dollars (\$26,000.00) as a one (1) time capital contribution which shall be used by the Owner to offset the cost of painting and maintenance of Hanson Water Tower. In addition, so long as Owner provides T-Mobile with an invoice and supporting documentation evidencing the costs incurred for the specified services rendered, T-Mobile shall pay Owner's actual costs incurred in connection with this Agreement, including, but not limited to its reasonable attorney's fees and costs not to exceed Four Thousand and 00/100 Dollars (\$4,000.00), as well as engineering review fees and costs not to exceed Eight Thousand Five Hundred and 00/100 Dollars (\$8,500.00). T-Mobile will reimburse Owner for these actual costs within twenty (20) days after its receipt of Owner's invoice(s) together with reasonable supporting documentation. Further, the one (1) time capital contribution shall be due and payable to the Village within twenty (20) days after receipt of the building permit. Beginning on the Commencement Date, T-Mobile shall pay Eighteen Thousand and 00/100 Dollars (\$18,000.00) ("Rent") in advance in annual installments to the Owner. The first payment shall be due within twenty (20) days following the Commencement Date and thereafter on the annual anniversary of the Commencement Date throughout the Initial Term and any Renewal Terms. Rent shall increase by four (4) percent of the Rent in effect immediately prior to the adjustment date on each annual anniversary of the Commencement Date.
4. **USE:** T-Mobile may use the Premises for the purpose of installing, repairing, removing, replacing, maintaining, and operating the Communications Facility in accordance with the Site and Building Plan depicted on Exhibit A. Any enhancing or upgrading of the Communications Facility by T-Mobile must be mutually agreed upon in writing by the T-Mobile and Owner and Owner's agreement shall not be unreasonably withheld, conditioned or delayed..
5. **ACCESS:** Owner shall provide T-Mobile's employees with access to the Premises during the Algonquin Public Works Department's normal working hours, Monday through Friday, 7:00 a.m. to 3:30 p.m. with twenty-four (24)

hour advance telephone notice at 847-658-2754. Additional hours for access for scheduled and/or routine maintenance may be arranged at the agreement of both parties. Access to the Premises by T-Mobile must be supervised by an authorized employee of the Village of Algonquin, per the direction of either the Village's Public Works Director, Assistant Public Works Director, Utilities Superintendent, or Chief Water Operator. T-Mobile will be billed a flat fee of Forty and 00/100 Dollars (\$40.00) per hour (during normal business hours) to cover personnel costs. Access required for after hours emergencies by T-Mobile shall be directed to the Village's police emergency dispatch (non-emergency number: 847-658-4531), who will contact the Public Works on-call manager. Upon such telephonic notice, T-Mobile shall have prompt access in the event of an emergency or other service affecting condition provided that all overtime costs incurred by the Village as a result of an after-hours call-out by T-Mobile, to be billed at actual cost plus ten (10) percent, shall be paid by T-Mobile. T-Mobile, its agents, and contractors, are also granted the right to access the Premises, adhering to the aforementioned supervision and cost requirements of the Owner, and conduct such studies, at T-Mobile's expense, as T-Mobile deems necessary to determine the Premises' suitability for T-Mobile's Communications Facility. These studies may include, but are not limited to, surveys, soil tests, environmental assessments, and radio wave propagation measurements. Owner shall provide T-Mobile with specifications, plans and information with respect to the Tower and the Premises so long as the specifications, plans, and information exist and are readily available to the Owner.

6. CONSTRUCTION:

- a. T-Mobile shall deliver to Owner all plans and specifications for the Communications Facility for Owner's review and approval which shall not be unreasonably withheld, conditioned or delayed. Owner shall have a reasonable time, not to exceed thirty (30) days, after receipt of the plans and specifications in which to perform its review and provide written approval or comments to T-Mobile, unless additional documentation or additional information is needed by Owner, in which case, the thirty (30) days period will be extended.
- b. Additionally, Owner hereby grants to T-Mobile, its successors, licensees, and assigns, for so long as T-Mobile operates its Communications Facility located on the Premises, a nonexclusive Construction License in, on, along, through and across that portion of Owner's Property adjacent to the Premises (the "Construction License") in that area that is within the leased area of the Premises as indicated on Exhibit A, as reasonably necessary for the purpose of operating, maintaining, repairing, relocating, replacing, upgrading and removing the Communications Facility ("Work"). Owner also hereby grants and conveys to T-Mobile, its successors, licensees, and assigns, to the extent reasonably necessary for T-Mobile's performance of the initial installation of the Communications Facility, the temporary right and privilege to store materials, tools, machinery, equipment, and excavated soil ("Material") required for the initial installation for up to thirty (30) days from the date installation begins. Temporary storage of materials after the said thirty (30) days shall be in accordance with Section 6C of this Agreement. In addition, T-Mobile may store materials needed for painting or for conducting major repairs once a year (unless otherwise approved by the Village Public Works Director), for up to sixty (60) days from the date said painting or major or major repair begins. Said sixty (60) days may be extended upon approval of the Village Public Works Director, which approval shall not be unreasonably withheld, conditioned or delayed. Prior to storing any such materials, T-Mobile shall obtain Owner's approval of specific storage locations. This approval shall not be unreasonably withheld. Notwithstanding the foregoing, Owner expressly reserves to itself, its lessees, licensees, grantees, successors and assigns, the right to use the Construction License area, so long as such use does not obstruct or interfere with the license rights granted to T-Mobile herein. T-Mobile agrees to restore, at its sole cost and expense, the Construction License area to its former condition or better after each use by T-Mobile of the Construction License area. Furthermore, the parties hereto agree that upon the termination of the License Agreement, the Construction License granted and conveyed herein, shall be coterminous with this Agreement and shall cease and terminate.
- c. The installation of T-Mobile's Tower equipment, including but not limited to antennas and handrail, shall be substantially completed prior to April 15, 2009 as to not interfere with scheduled maintenance of Tower in April 2009. On or before April 15, 2009, T-Mobile shall immediately remove all materials, tools, and machinery to allow for Owner's contractor to perform maintenance on Tower. Once the materials, tools, and machinery have been so removed, T-Mobile shall refrain from entering the Premises until receiving notice from the Owner that the maintenance is completed and that T-Mobile may resume construction, as provided in this subsection. T-Mobile may temporarily store a reasonable amount of materials at another Village facility upon approval of the Village's Public Works Director. Prior to storing any such materials, T-Mobile shall obtain Owner's approval of specific storage locations. This approval shall not be unreasonably withheld. The Owner shall advise T-Mobile within thirty (30) days from the completion of Tower maintenance to resume construction of T-Mobile's Communication Facility. Upon receiving such notice from Owner, T-Mobile will have thirty (30) days to

complete all outstanding construction on the Premises. The Owner shall inspect the premises to ensure compliance with the specifications set forth in the documentation provided with the building permit application for the said premises. Owner will provide T-Mobile with punchlist(s) itemizing any outstanding items, at which time T-Mobile will have thirty (30) days to complete the repairs to specification. Owner may, at T-Mobile's expense, complete any outstanding items that remain one-hundred eighty (180) days after the initial construction start date. T-Mobile will reimburse Owner for these actual costs within twenty (20) days after its receipt of Owner's invoice and supporting documentation detailing the work completed and the associated charges therefor.

7. **TAXES:** Owner represents and warrants that it is exempt from real estate and other taxes. In the event that Owner loses its tax exempt status, Owner shall pay when due all real property taxes for the Property. T-Mobile shall be solely responsible for and shall timely pay all personal property taxes assessed directly against the Communications Facility. T-Mobile's obligation to pay said taxes in connection with T-Mobile's occupancy of the Premises shall survive the termination of this Agreement, including any and all extensions thereof. T-Mobile shall timely pay and provide proof of payment of said taxes to the Village within thirty (30) days from the Village's written request. T-Mobile shall have the right, at its own expense and without expense to the Village, to contest by appropriate proceedings, conducted with due diligence and in good faith, the validity of the amount of any taxes or reassessment as applicable to the Premises, Communications Facility or T-Mobile's Improvements. In the event that the Village becomes aware of any tax delinquency and that the delinquency is not remedied by T-Mobile, the Village shall provide T-Mobile with written notice of the delinquency and T-Mobile shall pay any outstanding taxes within twenty (20) days of its receipt of Owner's notice.
8. **UTILITIES:** T-Mobile shall have the right to install utilities, at T-Mobile's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators or alternative power sources) with Owners advanced permission through the Village permitting process. All cost and expense directly associated with utility and other services to the Communications Facility shall be T-Mobile's responsibility and shall be paid at the rate charged by the servicing utility provider. Owner agrees to cooperate with T-Mobile in its efforts to obtain utilities from any location provided by Owner or the servicing utility. T-Mobile shall cause all its utilities to be either separately metered or sub-metered and the Village shall not be liable for such charges.
9. **PERSONAL PROPERTY AND REMOVAL OF COMMUNICATIONS FACILITY:** T-Mobile agrees to remove its Communications Facility and equipment from the Premises within thirty (30) days from the expiration or termination of this Agreement and the Premises shall be restored to the same condition as they existed as of the date of the full execution of this Agreement, reasonable wear, tear and casualty not caused by T-Mobile excepted. The Communications Facility and equipment shall remain the personal property of T-Mobile, and shall not be deemed to be permanently attached or affixed to the Premises. The maintenance and removal of the Communications Facility and equipment shall be the sole responsibility of T-Mobile.
10. **INSURANCE:**
 - a. T-Mobile shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with T-Mobile's operation and use of the Premises. The cost of such insurance shall be borne by T-Mobile. Coverage shall include, but shall not be limited to the following:
 - i. Broad Form Commercial General Liability Coverage;
 - ii. Workers' Compensation Insurance as required by state statute and Employers Liability Insurance;
 - iii. T-Mobile shall maintain limits of no less than:
 1. Commercial General Liability: \$5,000,000.00 combined single limit per occurrence for bodily injury, personal injury or death and property damage;
 2. Workers' Compensation and Employers Liability: Workers Compensation limits as required by state statute and Employers Liability limits of \$1,000,000.00 per accident and \$1,000,000.00 for disease.
 - b. The Owner is to be named as an additional insured with respect to liability arising out of activities performed by or on behalf of T-Mobile. The Premises included in the policy shall specifically

include the leased and licensed areas.

- c. T-Mobile's insurance coverage shall be primary with respect to the Owner for claims caused by T-Mobile's negligence. In such instances, any insurance or self insurance maintained by the Owner shall be in addition to T-Mobile's.
 - d. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner.
 - e. T-Mobile shall agree to waive all rights of subrogation against the Owner for losses arising from work performed by T-Mobile.
 - f. Each insurance policy required by this clause shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the Owner.
 - g. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
 - h. On an annual basis, T-Mobile shall furnish the Owner with certificates of insurance naming the Owner as an additional insured, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 - i. T-Mobile, its successors, licensees, and assigns, for so long as T-Mobile operates its Communications Facility located on the Premises, shall maintain insurance throughout the duration of this Agreement and within thirty (30) days from Owner's written request, submit a certificate of insurance to the Village on the anniversary of the Commencement Date and each anniversary thereafter.
 - j. Such limits may be satisfied by a combination of primary and umbrella policies so long as there are amounts sufficient to cover the required insurance coverage stated above.
11. **INDEMNITY:** T-Mobile agrees to defend, indemnify and hold Owner, its officers, officials, employees, and agents harmless from any and all costs (including reasonable attorneys' fees) and any claims of liability from personal injury or property damage to the extent caused by T-Mobile's negligence or willful misconduct in T-Mobile's occupancy of the Premises, or its use, installation or maintenance of the Communications Facility, excepting the negligent acts, omissions, or willful misconduct of Owner or Owner's employees or agents. This indemnity provision is not intended to circumvent or in any way diminish the immunities provided by the Illinois Governmental and Governmental Tort Immunity Act. Owner agrees to defend, indemnify and hold T-Mobile, its officers, officials, employees, and agents harmless from any and all costs (including reasonable attorneys' fees) and any claims of liability from personal injury or property damage to the extent caused by Owner's negligence or willful misconduct in Owner's occupancy and/or operations on the Property, excepting the negligent acts, omissions, or willful misconduct of T-Mobile or T-Mobile's employees or agents.
12. **CONDITION OF PROPERTY COMPLIANCE WITH LAW:** It shall be the responsibility of T-Mobile to determine whether the Premises are located in a flood plain. If the Premises are located in a flood plain, it shall be T-Mobile's responsibility to follow all applicable laws and regulations governing construction in a flood plain. Owner represents that, to the best of Owner's knowledge, Owner's Property (including, without limitation, the location for the Communications Facility) and all improvements thereto, are in and shall remain in compliance with all applicable building, life safety, disability and other laws, ordinances, rules and regulations of any governmental or quasi-governmental authority. T-Mobile agrees that, subject to Owner's compliance with the terms of this paragraph, any improvements constructed by T-Mobile on the Premises and all of the operations of T-Mobile within the Premises shall be in compliance with all applicable laws, ordinances, rules and regulations. All improvements thereto, are in and shall remain in compliance with all applicable building, life safety, disability and other laws, ordinances, rules and regulations of any governmental or quasi-governmental authority. T-Mobile agrees that, subject to Owner's compliance with the terms of this paragraph, any improvements constructed by T-Mobile on the Premises and all of the operations of T-Mobile within the Premises shall be in compliance with all applicable laws, ordinances, rules and regulations. T-Mobile shall also maintain the Communications facility, as

well as any other area occupied by T-Mobile, in an orderly and clean manner and shall not allow the accumulation of any debris, rubbish or other material. T-Mobile shall maintain the leased Premises in the same condition of cleanliness and repair as at the beginning of this Agreement, reasonable wear and tear and casualty excepted. If the leased Premises are not kept in good repair and in a reasonably clean condition by T-Mobile, the Owner may, after written notice and failure to cure within thirty (30) days by T-Mobile, enter upon the leased Premises without such entry constituting an interference with the possession of said Premises by T-Mobile, and the Owner may perform any necessary maintenance to repair the Premises. Within twenty (20) days from T-Mobile's receipt of a statement from Owner detailing the work performed and the costs and/or charges associated therewith, T-Mobile shall reimburse the Owner for any and all expenses the Owner incurs in restoring the Premises to a reasonably clean condition.

Ground level mechanical equipment shall be screened from view from residential properties and the public right-of-way by a pre-fabricated structure and, as appropriate, a minimum six (6) foot high vinyl panel fence and evergreen plant material of mature height that will meet or exceed the height of the equipment being screened. T-Mobile shall provide Owner with a key to the Communication Facility which Owner shall not use to access the Communication Facility without providing T-Mobile with at least twenty-four (24) hours prior notice of access for non-emergency situations and as soon thereafter as reasonably possible in the event of an emergency.

13. **TERMINATION:** T-Mobile may terminate this Agreement at any time, in its sole discretion, by giving written notice thereof to Owner not less than sixty (60) days if: (a) T-Mobile cannot obtain or is unable to renew any permit, license, or other approval ("Approval") required for T-Mobile's use of the Premises, whether by cancellation, expiration lapse, withdrawal or termination; (b) Owner does not have a legally sufficient ownership interest in the Premises, or authority to enter into this Agreement; (c) T-Mobile determines that the Owner's Property contains hazardous substances as detailed in Section 14 of this Agreement; or (d) T-Mobile determines that it will be unable to use the Property, including but not limited to termination for technological reasons, which may include, but shall not be limited to, changes in T-Mobile's frequency and/or changes in T-Mobile's network operations or network design. However, if T-Mobile terminates this Agreement without cause, it shall pay the Village a termination fee as liquidated damages in an amount equal to six (6) months of the then current rental amount.

In the event either party fails to comply with the terms of this Agreement such party shall be considered in default and the non-defaulting party may serve written notice of its intent to terminate this Agreement. Except where the public health or safety is threatened, the notice shall give the defaulting party not less than thirty (30) days to correct such non-compliance. In the event the default is not corrected within thirty (30) days of such notice, the non-defaulting party may terminate this Agreement by serving a written notice of termination. Notwithstanding the preceding, if any default cannot reasonably be cured within thirty (30) days and the defaulting party has diligently commenced and continues to take reasonable action necessary to cure the default, the defaulting party shall be entitled to a reasonable extended period of time (not to exceed sixty (60) days) in order to cure the default.

Upon such termination, Owner may retain any prepaid rent for the unused portion of the current lease term. The parties agree that the Village's actual damages would be difficult to ascertain in the event that T-Mobile terminates this Agreement without cause, and further agree that in light of that difficulty, the foregoing amount is a reasonable compromise on the damages that the Village would actually suffer, and is not a penalty and shall not be construed as such.

14. **HAZARDOUS SUBSTANCES:** Owner represents to the best of its knowledge without any duty to investigate or inquire that as to the Premises, Owner's Property and any other real estate owned by Owner which are immediately next to the Premises and Owner's Property (collectively referred to as the "Real Estate") (a) no portion of the Real Estate constitutes protected wetland or any similar environmentally critical area, (b) no Hazardous Substances, as defined herein below, are located in, upon or under the Real Estate, and (c) no petroleum products are now or (to the best of Owner's knowledge) have in the past been stored (whether in tanks or otherwise) on or under the Real Estate. Owner shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. For purposes of this provision, "Hazardous Substances" includes any substance identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner and T-Mobile each represent and covenant to the other that neither will cause contamination of the Real Estate by Hazardous Substances brought in or upon the Real Estate. Each party to this Agreement agrees to indemnify, defend and hold the other harmless from any damage, claim, loss cost, liability or expense (including without limitation, cost of cleanup or fines, reasonable attorney fees and court or administrative proceedings) incurred by the other on account of

contamination of the Real Estate by any Hazardous Substance caused by the indemnifying party. The provisions and undertakings of indemnification set out in this paragraph 14 shall survive the termination of this Agreement.

15. CASUALTY: If all or any portion of the Owner's Property or the Communications Facility is damaged by any Casualty, as hereinafter defined, either party may terminate this Agreement upon thirty (30) days written notice. "Casualty" shall include damage to or the destruction of the Owner's Property by vandalism, vehicles, aircraft, riot or civil commotion, fire, lightning, windstorm, tornado, hailstorm, flood, or earthquake.
16. CONDEMNATION: In the event that all or any portion of Owner's Property is taken or condemned by any competent governmental or quasi-governmental authority, or voluntarily conveyed by Owner, for any public use or purpose, this Agreement shall terminate upon the date when possession of the part so taken or conveyed shall be required for such use or purpose. Each party shall have the right to maintain their own respective actions against the condemning authority for their respective damages, and neither party shall have any interest in any award granted to the other. In the event of such a taking, the rental shall be prorated to the date of possession, and any prepaid rent shall be promptly repaid to T-Mobile.
17. QUIET ENJOYMENT: Subject to the other provisions of this Agreement, T-Mobile shall, upon payment of Rent, peaceably and quietly have, hold and enjoy the Premises. Owner, or any person claiming by, through or under the Owner, shall not cause or permit any use of Owner's Property that unreasonably interferes with or impairs the quality of the communications services being rendered by T-Mobile from the Premises. Upon prior notice to T-Mobile as set forth in Section 12 above, at no cost to T-Mobile, Owner shall have access to the Communications Facility and T-Mobile shall have the right to accompany Owner during such access.
18. FORCE MAJEURE: Neither party shall be deemed in violation of this Agreement for delay in performance or failure to perform in whole or in part its obligations under this Agreement due to strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond such party's control.
19. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Illinois.
20. MISCELLANEOUS:
 - A. Owner represents and warrants that Owner has (i) full authority to enter into this Agreement (ii) good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to T-Mobile and which will not interfere with T-Mobile's rights to or use of the Premises and/or Communications Facility; (iii) execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Owner. If the Premises are held in a trust, the Owner shall execute a written direction to cause the Trustee to execute this Agreement and other required documents as deemed necessary by T-Mobile.
 - B. This Agreement may be signed in counterparts by the parties hereto.
 - C. The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and T-Mobile. However the rights, conditions, covenants and obligations granted or reserved hereunder shall not be construed to benefit any third party, which is not specifically made a party to this Agreement by written agreement of the parties hereto.
 - D. The prevailing party in any action proceeding to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
 - E. NOTICE: Notices shall be in writing and sent by United States Mail, postage prepaid, certified, or registered with a return receipt requested or by any nationally recognized courier service to the addresses set forth beneath the signature of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Either party hereto may change the name and address to whom any notices sent under this Agreement shall be sent.

- F. This Agreement shall be construed in accordance with the laws of the State of Illinois. T-Mobile agrees that venue of any Cause of Action shall be in the 22nd Judicial Circuit, McHenry County, Illinois and T-Mobile consents to jurisdiction in that Court.
- G. If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.
- H. None of the terms or conditions of this Agreement shall in any manner be altered, waived, modified, changed or abandoned, except by a written instrument duly signed, acknowledged and delivered by the parties.
- I. If any provision of this Agreement shall, to any extent be held invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, but each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- J. No waiver of any breach of any of the covenants of this Agreement shall be construed, taken or held to be a waiver of any other breach or wavier, or an acquiescence in or consent to any further or succeeding breach of the same covenant.
- K. **RELOCATION:** The Owner agrees to provide thirty (30) days prior written notice to T-Mobile for any maintenance of Premises that requires the temporary relocation of T-Mobile's equipment. T-Mobile shall make any necessary arrangements to either temporarily protect or remove all or portions of its Communication Facility as a result of Owner's painting or other maintenance of the Tower. In accordance with the provisions of this Section, Owner and T-Mobile shall cause their respective contractors to reasonably cooperate with each other in order to (i) facilitate and coordinate their respective activities and obligations with respect to Owner's maintenance and painting of the Tower, and (ii) limit any disruption and disturbance to T-Mobile and the operation of its Communication Facility to the fullest extent possible under the circumstances. If T-Mobile and Owner agree that it is reasonable to keep all or any portion of the Communication Facility in place during such painting or other maintenance of the Tower by Owner, any additional expense of repainting, repairing, or maintaining the Tower incurred by Owner and caused by the presence of T-Mobile's Communication Facility shall be paid promptly by T-Mobile to Owner upon Owner's written notice to T-Mobile of such additional cost, but Owner must first provide T-Mobile at least thirty (30) days' prior written notice of such additional costs or expenses. Should Owner and T-Mobile agree that the scheduled maintenance or painting of the Tower will prevent T-Mobile from using the Tower for T-Mobile's Communication Facility, and it is more reasonable for T-Mobile to temporarily relocate rather than leave in place and protect its Communication Facility, then T-Mobile shall have the right to install and operate a temporary antenna facility (including a Cell-on-Wheels) on a mutually acceptable location on the Property, and Owner shall use commercially reasonable efforts to complete the painting or maintenance of the Tower so as to cause minimal disruption to T-Mobile's operations. Notwithstanding anything to the contrary in this Agreement, T-Mobile shall have the continuing right to access the Premises and its Communication Facility while Owner performs maintenance on or paints the Tower as provided in Section 5 above. T-Mobile shall be responsible for all costs incurred for the removal of T-Mobile's equipment, for the painting and protecting of all equipment which cannot be removed from the Tower, the use of a temporary antenna facility during the painting, and cost incurred to reinstall all T-Mobile's equipment on the Tower. T-Mobile shall be responsible for painting T-Mobile's equipment the same color as the Tower upon the initial construction and any subsequent routine maintenance that involves the painting of the Tower.
- L. This Agreement supersedes all prior discussions and negotiations, whether oral or written, and contains the full and complete agreement and understanding between Owner and T-Mobile. All Exhibits and Riders referenced in this Agreement are incorporated herein by reference. Each party to this Agreement acknowledges that it has read the Agreement in its entirety and has had the opportunity to consult with an attorney, tax consultant or other professional. Neither party has made any representations or recommendations to the other with respect to the legal sufficiency or tax consequences of this Agreement or the transaction to which it relates.
- M. T-Mobile represents and warrants that T-Mobile's actions will not interrupt services provided by Owner and its lessees. Prior to commencing any construction on the Premises, T-Mobile shall submit Final

Construction Plans to Owner for Owner's approval along with applications for all necessary permits including, but not limited to, building permits. Building Permits must be submitted to and obtained from the Village's Community Development Department. The Final Construction Plans shall substantially conform to the Plans attached hereto as Exhibit A and construction shall be pursuant to the Final Construction Plans as modified by the Owner's Building Commissioner. All plans and construction shall be in accordance with Village Codes and all other applicable codes and regulations. T-Mobile shall maintain the Premises in good order and repair and in accordance with good engineering standards at all times during the term of this Agreement.

N. Prior to issuance of a building permit, T-Mobile shall also meet with Owner's Arborist to obtain his approval of any anticipated tree trimming or other action with respect to vegetation. T-Mobile agrees, after construction, to submit future tree trimming and vegetation control plans to the Arborist for his approval. The Arborist shall be present for those actions as well.

21. **INTERFERENCE:** T-Mobile shall not use the Premises in any way which interferes with the use of the Property by Owner or lessees or licensees of Owner with rights in the Property prior in time to T-Mobile's (subject to T-Mobile's rights under this Agreement, including, without limitation, non-interference). Similarly, Owner shall not use, nor shall Owner permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of T-Mobile. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference, with the exception of Owner's emergency E-9-1-1 Public Safety Communications Equipment (the "Safety Equipment"), which T-Mobile shall not interfere with such Safety Equipment whether its installation predates or postdates T-Mobile's installation. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice.

22. **ASSIGNMENT:**

a. T-Mobile may assign this Agreement and all rights, benefits, liabilities, and obligations hereunder, to any person or business entity which is licensed by the Federal Communications Commission to operate a wireless communications business, and/or is a parent, general partner, or subsidiary of T-Mobile, controls or is controlled by or under common control with T-Mobile, is merged or consolidated with T-Mobile, or purchases a majority or controlling interest in the ownership or assets of T-Mobile, or which acquires all or substantially all of the assets of T-Mobile in the area in which the Property is located. The Agreement must be assigned in its entirety. Under no circumstances shall T-Mobile assign any rights under this Agreement without the assignee taking on all the obligations of T-Mobile under this Agreement, whether concurrently with or independently of T-Mobile. T-Mobile agrees to provide written notification of assignment not later than one hundred and twenty (120) days after assignment. Only upon written notification by T-Mobile to the Village that T-Mobile has assigned its rights under this Agreement shall T-Mobile be relieved of all future performance, liabilities and obligations under this Agreement as of the effective day of the assignment and Owner shall look solely to the assignee for performance under this Agreement and all obligations hereunder.

b. Additionally, notwithstanding anything to the contrary above, Owner or T-Mobile may, upon notice to the other, grant a security interest in this Agreement (and as regards T-Mobile, in the Communications Facility), and may collaterally assign this Agreement (and as regards T-Mobile, in the Communications Facility) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Owner or T-Mobile, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

23. **WAIVER OF LIEN:** Owner hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and Owner gives T-Mobile and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in T-Mobile's and/or Secured Party's sole discretion and without Owner's consent.

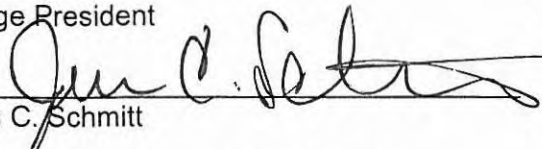
24. **MEMORANDUM OF LEASE:** Owner agrees to cooperate with T-Mobile in executing any documents necessary to protect T-Mobile's rights in or use of the Premises and Communications Facility. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Agreement by T-Mobile.
25. **MARKING AND LIGHTING:** Owner acknowledges that it, and not T-Mobile, shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. However, T-Mobile's equipment must also be in compliance with all requirements of the FAA and the FCC. Owner shall indemnify and hold T-Mobile harmless from any fines or other liabilities caused by Owner's failure to comply with such requirements. Should T-Mobile be cited by either the FCC or FAA because the Tower is not in compliance and, should Owner fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, T-Mobile may either terminate this Agreement immediately on notice to Owner or proceed to cure the conditions of noncompliance at Owner's expense, which amounts may be deducted from Rent otherwise payable under this Agreement.

SIGNATURES ON FOLLOWING PAGE.

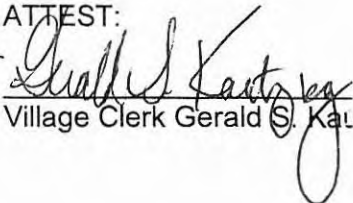
IN WITNESS WHEREOF, the parties hereto bind themselves to this agreement on this 3rd day of March, 2009.

VILLAGE OF ALGONQUIN,
an Illinois municipality

Village President


John C. Schmitt

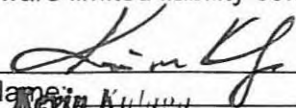
ATTEST:

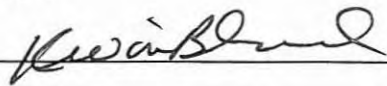

Village Clerk Gerald S. Kautz

Date Executed: 3-3-09

T-MOBILE CENTRAL, LLC,
a Delaware limited liability company

ATTEST:

BY: 
Print Name: Kevin K. Kautz
Its: Area Director



Engineering & Operations
Date Executed: 3/3/2009

Address of T-Mobile:

T-Mobile Central LLC
2001 Butterfield Road, Suite 1900
Downers Grove, IL 60515

Address of Owner:

Village of Algonquin - Village Hall
2200 Harnish Drive
Algonquin, IL 60102

With a copy to: Legal Dept.

and

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator

With a copy to: Legal Dept.

EXHIBIT B

LEGAL DESCRIPTION: HANSON WATER TOWER – ALGONQUIN, IL

Property located in McHenry, IL

The North 100 feet of the West 100 feet of the east 469.0 feet of the South 465.0 feet of the Northeast Quarter of Section 32, Township 43 North, Range 8 East of the Third Principal Meridian, McHenry County, Illinois.

AND BEING the same property conveyed to Village of Algonquin, a municipal from United Cable Television Corporation of Northern Illinois by Quit Claim Deed dated June 24, 1980 and recorded July 24, 1980 in Instrument No. 798264.

Tax Parcel No. 19-32-200-005

EXHIBIT C
MEMORANDUM OF SITE LEASE AGREEMENT

Assessor's Parcel Number: 19-32-200-005

Between Village of Algonquin, an Illinois municipality ("Owner") and T-Mobile Central LLC ("T-Mobile")

A Site Lease Agreement (the "Agreement") by and between Village of Algonquin, an Illinois municipality ("Owner") and T-Mobile Central LLC, a Delaware limited liability company ("T-Mobile") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

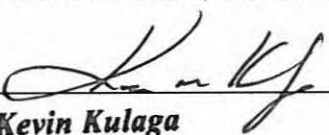
The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). T-Mobile shall have the right to extend this Agreement for three (3) additional and successive five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Village of Algonquin, an Illinois municipality

By: 
Printed Name: JOHN C. SCHMITT
Title: VILLAGE PRESIDENT
Date: 3-3-09

TENANT: T-Mobile Central LLC, a Delaware limited liability company

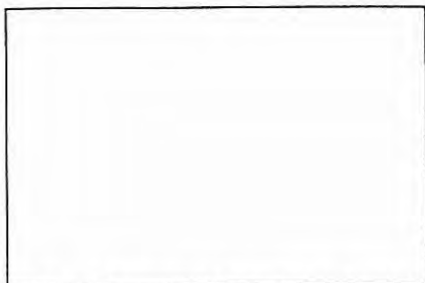
By: 
Printed Name: **Kevin Kulaga**
Title: **Area Director**
Director, Network Engineering & Operations
Engineering & Operations
Date: 3/5/2009

[Landlord Notary block for a Corporation, Partnership, or Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____, [title] _____ of _____ a _____ [type of entity], on behalf of said _____ [name of entity].

Dated: _____



(Use this space for notary stamp/seal)

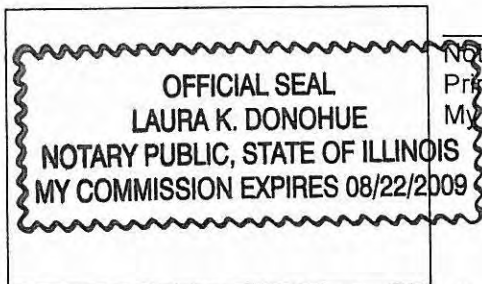
Notary Public
Print Name _____
My commission expires _____

[Landlord Notary block for an Individual]

STATE OF Illinois)
) ss.
COUNTY OF McHenry)

This instrument was acknowledged before me on 3/3/09 by John C. Schmitt

Dated: March 3, 2009



(Use this space for notary stamp/seal)

Laura K Donohue
Notary Public
Print Name Laura K Donohue
My commission expires 08/22/2009

STATE OF IL)
COUNTY OF COOK) ss.

I certify that I know or have satisfactory evidence that KEVIN KULAGA is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as a Director of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3-5-09

Catherine Olsen

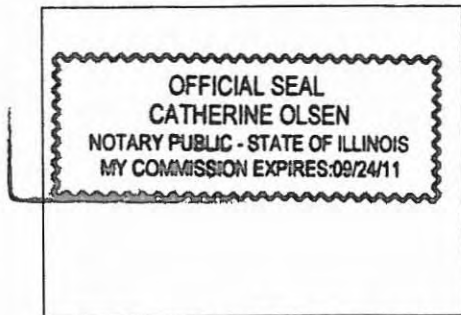
Notary Public

Print Name

CATHERINE OLSEN

My commission expires

9-24-11



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**Memorandum of Lease Exhibit A
Legal Description**

The Property is legally described as follows:

Property located in McHenry, IL

The North 100 feet of the West 100 feet of the east 469.0 feet of the South 465.0 feet of the Northeast Quarter of Section 32, Township 43 North, Range 8 East of the Third Principal Meridian, McHenry County, Illinois.

AND BEING the same property conveyed to Village of Algonquin, a municipal from United Cable Television Corporation of Northern Illinois by Quit Claim Deed dated June 24, 1980 and recorded July 24, 1980 in Instrument No. 798264.

Tax Parcel No. 19-32-200-005



2025 – R – __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Intergovernmental Agreement between the Village of Algonquin and McHenry County for the Conceptual Design of a Shared Yard at the Public Works Facility, attached hereto and hereby made part hereof.

DATED this 2nd day of September, 2025

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ALGONQUIN AND THE COUNTY OF
MCHENRY FOR ENGINEERING OF A REMOTE SALT STORAGE
FACILITY**

This Agreement is entered into this _____ day of _____, 2025, by and between the Village of Algonquin, a municipal corporation of the State of Illinois, hereinafter referred to as the “VILLAGE”, and the County of McHenry, Illinois, a body politic and corporate of the State of Illinois, hereinafter referred to as the “COUNTY”. The VILLAGE and the COUNTY are sometimes collectively referred to as the “PARTIES”. This agreement shall hereinafter be referred to as this “AGREEMENT”.

WITNESSETH

WHEREAS, the COUNTY and the VILLAGE have the desire to jointly analyze and explore smart design functions and operations while working to promote and create a highly effective and leaner government and organization where practicable; and

WHEREAS, the COUNTY and the VILLAGE have the desire to improve efficiency and encourage resource sharing to optimize the efficient use of public funds and explore ways to work together, as opposed to working independently, to eliminate inefficient or duplicative services, and to make use of existing facilities to achieve economies of scale; and

WHEREAS, the COUNTY and the VILLAGE have the desire to provide additional salt storage capabilities in order to protect public funds from dramatic swings in the price paid for salt due to unforeseeable and extreme climatic events; and

WHEREAS, a remote salt storage facility would allow for the ability to take delivery of a year's worth of salt at any given time in the year, with the added benefit of having a supply of salt available to draw from in the event that suppliers are unable to deliver salt due to weather or supply chain limitations; and

WHEREAS, having a supply of salt in the southeast part of the county would create a more efficient operation benefiting both agencies as well as the public at large as over 40% of the COUNTY's winter maintenance operations occur in the southeastern portion of the County; and

WHEREAS, the support for coordination regarding remote salt storage with the VILLAGE aligns with the COUNTY's 2022-2025 Strategic Plan - Leadership and Governance Goal 5; and

WHEREAS, the COUNTY and the VILLAGE desire to jointly pursue an engineering study for preparation of bidding documents needed to construct improvements on the VILLAGE's existing Public Works Facility site located at 110 Mitchard Way, Algonquin, IL 60102, as shown on EXHIBIT A to this AGREEMENT, which is attached hereto and is hereby made a part hereof; and

WHEREAS, a concept of the proposed improvements on the VILLAGE's existing Public Works Facility are generally depicted on EXHIBIT B to this AGREEMENT, which is attached hereto and is hereby made a part hereof; and

WHEREAS, the VILLAGE has contracted with Williams Architects, Christopher B. Burke Engineering, LTD., and Featherstone, Inc. to perform an engineering study for an amount not to exceed \$494,781; and

WHEREAS, the COUNTY and the VILLAGE have agreed to split the cost of the engineering study equally; and

WHEREAS, the COUNTY and the VILLAGE will enter into a future agreement to split the cost of the site construction at a future date when those costs are known; and

WHEREAS, the VILLAGE and the COUNTY are authorized by the terms and provisions of Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*, to enter into intergovernmental agreements, ventures, and undertakings to perform jointly any governmental purpose or undertaking any of them could do singularly.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the PARTIES do hereby agree as follows:

SECTION I. Recitals/Headings

1. The foregoing preambles are incorporated herein as if fully set forth herein.
2. The "headings" contained in this AGREEMENT are for reference only, and the actual written provisions, paragraphs and words of this AGREEMENT shall control.

SECTION II. COUNTY Commitments

1. The COUNTY agrees to reimburse the VILLAGE an amount not to exceed \$247,390.50 which is fifty percent (50%) of the costs associated with the engineering study, within thirty (30) days of receiving notice by the VILLAGE.
2. The COUNTY agrees to pass a supplemental resolution to provide necessary funds for the engineering study if the amount appropriated proves to be insufficient.
3. The COUNTY shall, for itself and for those authorized by or through the COUNTY, and to the fullest extent permitted by law, hold harmless, indemnify and defend the VILLAGE, its commissioners, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes,

actions, litigation costs, attorneys' fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any alleged negligent act or omission related to the preliminary planning study by the COUNTY, its employees and authorized agents, or any authorized COUNTY contractor, or any of their respective officers, agents, contractors, employee or representatives ("CLAIMS"), except to the extent any such CLAIMS arise from the negligent acts or willful or wanton misconduct of the VILLAGE.

SECTION III. VILLAGE Commitments

1. The VILLAGE shall prepare, or cause to be prepared, an engineering study that will prepare the bidding documents needed to construct infrastructure that will store road salt and perform various operational tasks on the VILLAGE's existing Public Works Facility site.
2. The VILLAGE agrees to pass a supplemental resolution to provide necessary funds for the preliminary planning study if the amount appropriated proves to be insufficient.
4. The VILLAGE shall, for itself and for those authorized by or through the VILLAGE, and to the fullest extent permitted by law, hold harmless, indemnify and defend the COUNTY, its commissioners, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any alleged negligent act or omission related to the preliminary planning study by the VILLAGE, its employees and authorized agents, or any authorized VILLAGE contractor, or any of their respective officers, agents, contractors, employee or representatives ("CLAIMS"), except to the extent any such CLAIMS arise from the negligent acts or willful or wanton misconduct of the COUNTY.

SECTION IV. General Provisions

1. This AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.
2. Nothing contained in this AGREEMENT is intended or shall be construed, in any manner or form, as creating or establishing a legal partnership or agency relationship between the PARTIES, or as establishing (i) the VILLAGE (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the COUNTY, (ii) the COUNTY (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the VILLAGE, for any

purpose or in any manner, whatsoever. The PARTIES shall remain independent with respect to all rights exercised and obligations performed under this AGREEMENT.

3. Each person executing this AGREEMENT warrants and represents (i) that he or she has the full and complete right, power and authority to execute this AGREEMENT and to agree to the terms, provisions, and conditions set forth in this AGREEMENT on behalf of the party on whose behalf he or she is executing; (ii) that all legal actions necessary to authorize the execution and delivery of this AGREEMENT have been taken; and (iii) this AGREEMENT does not violate any presently existing provisions of law or any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to the party on whose behalf he or she is executing.
4. The Effective Date of this AGREEMENT will be the first day of the month following the date upon which this AGREEMENT has been executed by the PARTIES.
5. The provisions of this AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of this AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this AGREEMENT.
6. No claim as a third-party beneficiary under this AGREEMENT by any person, firm, or corporation, or entity shall be made, or be valid, against the PARTIES.
7. This AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof.
8. Any alterations, amendments, deletions, or waivers of any provision of this AGREEMENT shall be valid only when expressed in writing and duly executed by all PARTIES affected by such alteration, amendment, deletion, or waiver.
9. Any notice or communication required or permitted to be given under this AGREEMENT shall be in writing and shall be delivered: (i) personally, (ii) overnight by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail. Electronic mail notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this AGREEMENT, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the COUNTY shall be addressed to, and delivered at the following address:

McHenry County Division of Transportation
16111 Nelson Road
Woodstock, Illinois 60098
Attention: Mr. Joseph R. Korpalski, Jr., P.E.
Director of Transportation/County Engineer
Email: MCDOT@mchenrycountyil.gov

With a copy to:
McHenry County State's Attorney
2200 N. Seminary Avenue, Suite 150
Woodstock, IL 60098
Attention: Assistant State's Attorney Kevin Chrzanowski
Email: kachrzanowski@mchenrycountyil.gov

Notices and communications to the VILLAGE shall be addressed to, and delivered at, the following addresses:

Village of Algonquin
2200 Harnish Dr
Algonquin, IL 60102
Attention: Tim Schloneger, Village Manager
Email: timschloneger@algonquin.org

With a copy to:
Nadim Badran, Village Public Works Director
Email: NadimBadran@algonquin.org

And ZRFM Law, LLC
50 N. Virginia Street
Crystal Lake, IL 60014
Attention: Kelly Cahill, Village Attorney
Email: Address: kcahill@zrfmlaw.com

The requirements of this Section shall not be deemed to invalidate any notice actually received.

10. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. None of the PARTIES hereto shall assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in this AGREEMENT without first obtaining the expressed written consent and permission of the other party.

11. The PARTIES agree that this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The PARTIES further agree that the exclusive venue for all such disputes shall be in the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the PARTIES hereby consent to the personal jurisdiction thereof.
12. This AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute this AGREEMENT.
13. Either party's failure to insist upon strict compliance with any provision hereof or its failure to enforce any rights or remedy in any instance shall not constitute or be deemed to be a waiver of any provision, right or remedy.
14. This AGREEMENT shall terminate upon completion of the PARTIES' obligations herein or by the mutual written agreement of both PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

VILLAGE OF ALGONQUIN

ATTEST:

Fred Martin
Village Clerk

By: _____
Debby Sosine
Village President

Date: _____

COUNTY OF MCHENRY

ATTEST:

Joseph Tirio
McHenry County Clerk

By: _____
Michael Buehler
County Board Chairman

Date: _____

EXHIBIT A **General Depiction of the VILLAGE's Public Works Site**

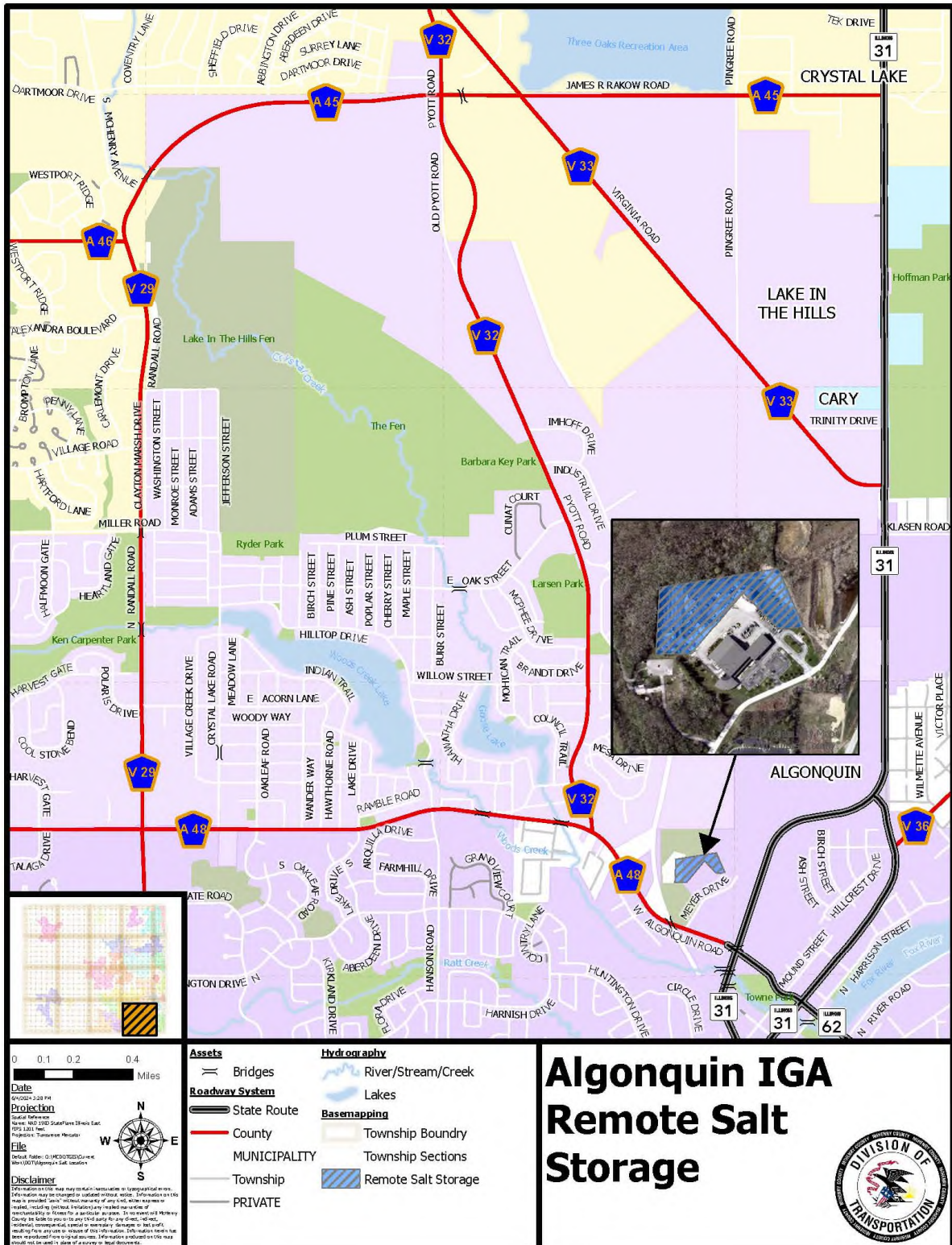
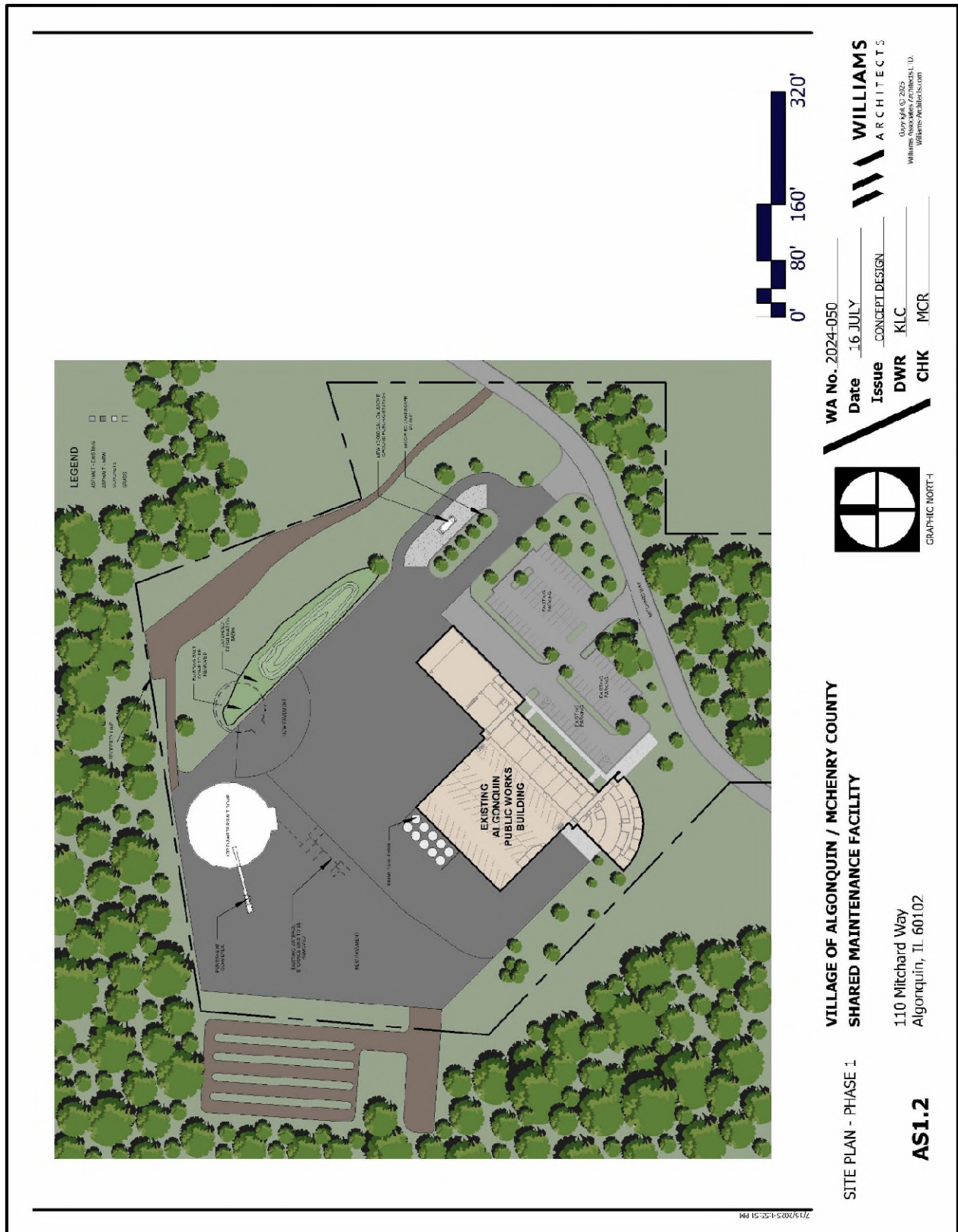


EXHIBIT B

General Depiction of the Proposed Improvements





2025 – 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 Williams Architects for Architectural Design Services for the Algonquin/McHenry County Shared Yard Phase II Design in the Amount of \$279,000.00, attached hereto and hereby made part hereof.

DATED this 2nd day of September, 2025

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



6 August 2025

Mr. Nadim Badran
Director of Public Works
110 Mitchard Way
Algonquin, IL 60102

Re: Village of Algonquin / McHenry County – Shared Yard Improvements
Professional Basic Architectural & Engineering (A & E) Services – Design and Bidding Phases
WA PROJECT NO. 2025-620

LETTER OF PROPOSAL (LOP)

Dear Mr. Badran:

It has been a pleasure working with the Village and McHenry County team on the planning of the project that has led us to this point. To that end, Williams Architects is pleased to provide the Village of Algonquin / McHenry County with this Letter of Proposal (LOP), outlining our understanding of the opportunity to collaborate with you, your staff, and McHenry County on the Shared Yard Improvements project. We look forward to our involvement on the implementation of the Project.

In accordance with your request, we have outlined the highlights of our proposed professional services and associated fees to perform Basic Architectural & Engineering (A & E) Services as identified herein. This Letter of Proposal (LOP) outlines our proposed understanding of the A & E Services, business terms, associated fees, and a preliminary schedule for the Project. Please refer to the pages that follow for additional detail.

ARCHITECTURAL TEAM MEMBERS

The following team members represent the Williams Architects critical Management Team; however, the services of many other Williams Architects talented professional and technical staff beyond those noted herein will also be utilized:

- Marc Rohde, AIA, LEED, AP / Associate Principal / Project Manager
- Karley Carter / Project Coordinator

CONSULTING ENGINEERS

We have assembled and will expand an experienced and talented group of Sub-Consulting Engineering professionals for this Project. The Williams Team of Professionals will allow us the ability to create a design for your Project that is aesthetically appealing, cost sensitive and functional in scope.

ARCHITECT'S BASE SERVICE SUB-CONSULTANTS

Basic A & E Services

Williams Architect's Basic Service Sub-Consultants in the Basic A & E Services Fee of the Contract that are included, procured, and coordinated by the Architect are as follows:

- Structural / IMEG

- Mechanical, Electrical, Plumbing and Fire Protection Engineering / IMEG

OWNER'S DIRECT SPECIALTY CONSULTANTS

Basic A & E Services

Owner's Consultants contracted and coordinated by the Owner are as follows:

- Civil Engineer / Christopher B. Burke Engineering Ltd.
- Surveying / Christopher B. Burke Engineering, Ltd.
- Geotechnical Soils and Material Testing / TBD
- Environmental Engineering / TBD
- Construction Manager as Advisor / Featherstone, Inc.

ADDITIONAL SPECIALTY & OPTIONAL SERVICE SUB-CONSULTANTS

Basic A & E Services

If the Owner requests that Williams Architects contracts directly with an Owner's Specialty Consultants, the following list identifies the Specialty Sub-Consultants Williams Architects would contract with as an Additional Service Fee, which would be mutually agreed upon by the Owner and Architect as follows:

- Landscape Architecture / TBD
- Low Voltage, Data & IT, Security & Access Control / TBD

PROJECT BACKGROUND & UNDERSTANDING OF PROJECT SCOPE

Due to the expanding and changing demands of the Village of Algonquin and McHenry County, we recently completed a Phase 1 Space Needs and Conceptual Design project for the Village / McHenry County. This project studied the needed spaces for an addition to the existing public works building, a new building for McHenry County, salt storage options, fueling island, material storage bins, brine tank farm and related sitework. The intent of that project was to identify the total needs, with the assumption that work would be designed and constructed in phases. Phase 2 of the project is the design and construction of the following:

1. New 120'-0" diameter salt dome.
2. New ten (10) tank brine tank farm.
3. Covered concrete material storage bins, including vector spoils bin and standard material storage bins.

The cost of construction is estimated to be \$4,500,000.00. This proposal is for Design and Bidding services. Construction Administration services will be under a future agreement. We understand that the Village will be entering into an agreement with a Construction Manager as Advisor for this project. All cost estimating and other related services will be led by the Construction Manager.

Basic Architectural & Engineering (A & E) Services for Project Implementation:

Schematic Design:

Based on the Project requirements identified in the previously completed Project with the Owner, the Architect shall prepare and present Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, salt dome plan and material storage bin plans, sections, and elevations; and may include some combination of perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

The Architect shall also consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. Additionally, the Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

At the completion of Schematic Design, the Architect shall submit the Schematic Design Documents to the Owner for the Owner's written approval. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions into the Design Development Phase.

Furthermore, a summarized listing of the efforts in this phase is highlighted, but not limited to the notes below, as follows:

- Define existing conditions to be protected, modified, and/or demolished.
- Review Owner's existing Project site information, including current survey of Project site.
- Review previously prepared program data and conceptual design and incorporate into design criteria.
- Include information related to current and desired vehicle and pedestrian circulation patterns.
- Assist Owner in researching applicable local zoning requirements and/or procedures potentially required to secure approval(s) for Project by local governmental officials.
- Collaborate with the Owner's Construction Manager to prepare preliminary Project Schedule from Design through Construction.
- Collaborate with the Owner's Construction Manager to develop a budget for the entire project.
- Review and determine Mechanical, Electrical, Plumbing, and other specialty systems for the facility.
- Preparation of Schematic Design Architectural Site Plan graphically defining design intent. Plans shall include location and configuration of proposed future building(s), facilities, entrance / exit driveways, pedestrian walkways, and signage.
- Final review with, and approval by, Owner.

(Two (2) meetings)

Design Development:

Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Architect shall collaborate with the Owner's Construction Manager to update the estimate of the Cost of the Work.

At the completion of Design Development, the Architect shall submit the Design Development Documents to the Owner and request the Owner's written approval of the Design Development Documents and the Construction Manager's estimate of the Cost of the Work at the conclusion of this Phase.

Furthermore, a summarized listing of the efforts in this phase is highlighted, but not limited to the notes below, as follows:

- Based upon Schematic Design Phase Documents, further develop floor plans, elevations, and site plans.
- Collaborate with the Owner's Construction Manager to refine cost estimate.
- Further develop main components of Mechanical, Electrical, Plumbing, and other specialty systems for the facility.
- Further refine documents / deliverables.
- Final review with Owner.

(Three (3) meetings)

Construction Documents & Permitting:

Based on the Owner's approval of the Design Development Documents and the final approved Construction Manager's estimate of the Cost of the Work, and on the Owner's authorization of any adjustments in the Project requirements, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and

describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples, and other similar submittals, which the Architect shall review in accordance with the Architect's Standard of Care. Furthermore, the Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the design of the Project for permitting and inclusion into the Construction Documents.

The Architect shall prepare the Construction Documents based upon the final approved Design Development Documents and the Owner's approved Construction Manager's estimate of the Cost of the Work prepared in accordance with the Architect's Standard of Care

Furthermore, a summarized listing of the efforts in this phase is highlighted, but not limited to the notes below, as follows:

- Preparation of Contract Documents consisting of drawings and specifications as required to secure a building permit and proceed with bidding and construction of the Project.
- Collaborate with the Owner's Construction Manager to revise the Estimate of Probable Construction Cost as required to reflect that defined within the Contract Documents.
- Final review with the Owner.

(Three (3) meetings)

Bidding / Negotiations:

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Architect shall also assist the Owner in bidding the Project by:

1. Facilitating the distribution of Bidding Documents to prospective bidders.
2. Participating in a pre-bid conference for prospective bidders.
3. Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda.

Furthermore, a summarized listing of the efforts in this phase is highlighted, but not limited to the below noted, as follows:

- Prepare / Issue Contract Documents to bidders.
- Respond to questions and provide clarifications to bidders.
- Issue Addendums and/or clarification to bidders.
- Attend One (1) pre-bid conference / meeting and One (1) bid opening / meeting. Architect's attendance at additional conferences and/or bid opening meetings shall be considered an Additional Service.
- Prepare bid summary and recommendations to Owner.
- Final approval for construction by Owner.

(Two (2) meetings)

Construction Administration & Project Close-Out (N/A for this project – future phase)

PROJECT SCHEDULE MANAGEMENT & PROPOSED PROJECT SCHEDULE

Williams Architect's procedure for maintaining project schedules includes defining a specific step-by-step process with the Owner at the beginning of the Project. With this ongoing series of deadlines to meet, it has allowed us to achieve excellent results in achieving our project deadlines. We take significant effort to carefully plan out all the meetings, work tasks and project milestones for a Project. We do this because it has enhanced our ability to keep our projects moving forward with no surprises to our clients. Utilizing Williams' proprietary Meeting Matrix Schedule

tool, we will work in conjunction with the Owner and Construction Manager to outline a detailed schedule for each phase of the Project. The Meeting Matrix Schedule includes activities and milestones, project meetings, and tasks to be completed by each party in advance of each meeting or milestone. This tool is used to communicate expectations / commitments, manage the overall schedule, and monitor the incremental tasks required by each party. The Matrix is updated and reviewed at each team meeting. We will work with Village of Algonquin to develop a Project Schedule that meets the goals and objectives of the Village of Algonquin. To that end, we propose the noted preliminary Project Schedule, which is subject to review and is mutually acceptable to the Owner, Construction Manager and Architect as follows:

Preliminary Project Schedule:

Schematic Design:	6 weeks
Design Development:	6 weeks
Construction Documents:	8 weeks
Bidding and Negotiations:	4 weeks
Construction:	Determined by the Village's Construction Manager

TOTAL PROFESSIONAL PROJECT SERVICE FEES

The compensation to the Architect by the Village of Algonquin shall be paid on a fee basis, as described below, for the Scope of Services outlined herein and reformed in accordance with the noted compensation breakdown below. The Architect shall bill the Owner monthly for the percentage of services / work performed for the previous months' time. Time will be in accord with the enclosed Rate Table. Furthermore, because of our familiarity with this Project type, the funds available to the Village of Algonquin and the initial understanding of the Village of Algonquin desired scope of services, we respectfully propose our Professional Services fees as follows:

Basic A & E Services Fee:

A Hourly Not-To-Exceed Fee of \$279,000.00 plus Reimbursable Expenses.

The above noted fee is based upon a \$4,500,000.00 construction cost. If the project scope or budget increases through the design process beyond the established scope as per Village of Algonquin / McHenry County direction, our Not-To-Exceed Fee will increase commensurately. This increase shall be added to the Not-To-Exceed Fee listed above.

Our Hourly Not-To-Exceed Basic Services work will be provided on an hourly rate basis from the fee breakdown above. Consultant's rate schedules vary for each Consultant, but they are comparable to our own rates enclosed.

Rate Table

Managing Principal	\$ 268.00/Hour
Senior Principal	\$ 248.00/Hour
Principal.....	\$ 241.00/Hour
Associate Principal	\$ 239.00/Hour
Senior Associate/Senior Project Mgr.....	\$ 239.00/Hour
Associate / Project Manager	\$ 217.00/Hour
Architect III	\$ 192.00/Hour
Architect II.....	\$ 178.00/Hour
Architect I.....	\$ 159.00/Hour
Senior Project Coordinator II	\$ 192.00/Hour
Senior Project Coordinator I	\$ 178.00/Hour
Project Coordinator IV	\$ 145.00/Hour
Project Coordinator III.....	\$ 133.00/Hour
Project Coordinator II	\$ 112.00/Hour
Project Coordinator I	\$ 99.00/Hour

Project Technician II	\$ 75.00/Hour
Project Technician I	\$ 58.00/Hour
Aquatic Engineer II	\$ 229.00/Hour
Aquatic Engineer I	\$ 175.00/Hour
Director of Marketing	\$ 214.00/Hour
Marketing Coordinator	\$ 155.00/Hour
Accounting	\$ 206.00/Hour
Secretarial	\$ 145.00/Hour
Clerical	\$ 103.00/Hour
Director of Interior Design	\$ 194.00/Hour
Interior Designer V	\$ 152.00/Hour
Interior Designer IV	\$ 128.00/Hour
Interior Designer III	\$ 99.00/Hour
Interior Designer II	\$ 84.00/Hour
Interior Designer I	\$ 58.00/Hour

REIMBURSABLE EXPENSES

In addition to our professional services, we shall also invoice the client for our Project-related Reimbursable Expenses at a 1.10 multiplier. Project related Reimbursable Expenses include such items as travel, vehicle mileage, tolls, printing, copies, photography, renderings / slides, phones & fax, postage / messenger / overnight courier, direct miscellaneous Project supplies, etc.

CONTINGENT OPTIONAL ADDITIONAL SERVICES

Professional services excluded from, or that noted within this LOP, can be provided on an hourly or mutually agreed upon fixed fee basis by the Owner and Architect in accordance with the rate table herein. Upon the Owner's request and approval of the same, with scope and fee as established and as mutually agreed upon between the Owner and Architect, we will document the Owner's desired Contingent Specialty and Optional Additional Services selected and approved by the Owner.

CLOSING

While expediting our services, it is understood that the general terms of this LOP are in keeping with the Architect's Standard of Care, until a final Agreement is formalized. The final Agreement and associated additional legal and business terms shall be established in accordance with a formal Agreement that is mutually acceptable to both the Owner and Architect. Furthermore, this "Letter of Proposal (LOP)" shall be referenced and attached to the "Prime Agreement" as "Exhibit A."

Thank you again for this wonderful opportunity to continue to provide our Professional Architectural Services to the Village of Algonquin and the good people in which it serves. If you have any additional questions or comments, please do not hesitate to contact me at your earliest convenience.

Cordially,



Andrew R. Dogan, AIA, NCARB, LEED AP
Chief Operation Officer / Managing Principal

Cc: Marc Rohde, AIA, LEED AP / Williams Architects
Sonja Sporleder / Williams Architects

ACCEPTED BY:

Printed Name and Title – Village of Algonquin Authorized Representative

Village of Algonquin Authorized Signature

Date

M:\Busdev\2025\Municipal\Miscellaneous\2025-620 Algonquin, Village of & McHenry County - New Salt Storage & Fueling Island\Proposal\2025-620 Algonquin_McHenry County Shared Yard Improvements_LOP.docx



2025 – 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 Christopher Burke Engineering for the Design Services for the Algonquin/McHenry County Shared Yard Phase II Design in the Amount of \$158,731.00, attached hereto and hereby made part hereof.

DATED this 2nd day of September, 2025

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

Consulting Engineering
Master Agreement Work Order Form

I. Incorporation of Master Agreement

All terms and conditions contained within the Village Engineer Master Agreement executed between the parties shall be applicable to the work to be performed under this Work Order and shall be deemed to be fully incorporated as if fully set forth herein.

II. Project Understanding

A. General Understanding/Assumptions

It is our understanding the Village of Algonquin (Village) wishes to construct a new 120 foot diameter salt dome at its Public Works facility on 110 Mitchard Way in Algonquin. In addition to the construction of the Salt Dome, the improvements also include the expansion of its existing paved public works maintenance facility and materials storage areas in the rear of the building, a new designated brine tank farm, relocated materials storage bins, and the relocation of its dewatering basin.

It is our understanding that the existing refueling station may also be reconfigured and expanded as a future project. The design of the grading for the new refueling station will be included as an alternate within the scope of this work order, with the understanding that construction may occur at a later date. All stormwater management permitting included as part of this proposal will plan for any added pavement on the future refueling station. It is assumed that the design and permitting for the fueling station will be completed by Williams Architects (Architect), including all mechanical, electrical, conduits, and pavement limits, slab design, and other design aspects.

This project also includes hot-mix asphalt resurfacing of all existing pavement within the Algonquin Public Works property, including paved parking and storage in the rear of the building, access drives, and all parking lots in the front of the building. It is assumed there are no sidewalk ramps or other accessibility improvements required or included as part of this project to meet the Americans with Disabilities Act (ADA) requirements.

All proposed improvements are planned to occur within the existing parcel boundaries, owned and maintained by the Village. There is no proposed land acquisition, nor permanent or temporary construction easements anticipated outside the existing parcel boundaries required to complete the construction of the improvements.

It is our understanding that the Architect has completed conceptual planning for the project site, including the location of the salt dome, anticipated new pavement expansion limits, brine tank location, relocated materials storage bins, and newly configured refueling station. We also understand that Featherstone, Inc was selected as the Project Manager (PM) for the project, who will be responsible for taking the lead on overall project scheduling, primary coordination efforts, construction documents compilation, cost estimating, and bidding services.

The existing maintenance facility is assumed to remain fully operational during the construction of the proposed improvements. As such, construction vehicles, access, staging, deliveries, and materials storage will be limited to various areas outside of the active maintenance yard parking and storage. The expansion of the existing detention basin will be among the first items constructed to provide no shortage of detention volume during temporary construction conditions. It is also assumed that the newly proposed salt dome must be fully completed prior to the demolition of the existing salt dome for transferring remaining salt. The resurfacing and restriping of the existing maintenance yard may also be staged in order to minimize overall disruption. As such, a maintenance of traffic/work zone plan will be provided to the contractor to demarcate allowable work zones, contractor access, and provide a suggested contractor sequencing in addition to maintaining public works operations as reviewed and approved by the Village.

The Village-adopted Kane County Stormwater Management Ordinance will be used as a basis to compute stormwater management requirements and best management practices. Due to the large amount of anticipated added impervious area on site, detention and permanent retention volume is anticipated to be required. The existing detention facility adjacent to the existing salt dome structure will be analyzed with respect to the topographic survey to establish existing conditions storage volume, in addition to record stormwater permitting reports, if available. Soil erosion and sediment control measures will be implemented across the full span of the proposed improvements to address stormwater runoff during construction and avoid water quality impacts downstream.

This proposal of services does not include any private utility relocation permits, engineering, or fees.

It is our understanding the project will be designed in the Fall 2025 with construction occurring in the Spring and Summer of 2026, pending permit approvals. We also understand the project will be locally funded for all design and construction costs.

B. Design Criteria
Village/IDOT

III. Scope of Services

A. Surveying and Geotechnical Services

Task A.1 –Topographic Survey: As part of this task, CBBEL will perform topographic survey of the Public Works maintenance facilities, parking areas in the rear of the building, existing detention basin, and the existing refueling station and access drives, an area of approximately 8.5 acres. The survey shall include the following specific tasks:

Included are the following survey tasks:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will tie into NGS Monumentation control utilizing state of the art GPS equipment. Horizontal Datum

will correlate with established/existing NGS control monuments (NAD '83, Illinois East Zone 1201).

2. Vertical Control: Establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. State-of-the-art GPS equipment will be used to establish benchmarks and assign a vertical datum on the horizontal control points. This will be based on GPS observed NGS Monumentation (NAVD '88 Datum).
3. CBBEL will field locate all pavements, bike path, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits. Field location of all above ground utilities including, but not limited to: water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. CBBEL will also include finished floor elevations for all existing buildings on site within the project limits.
4. All trees of 6 inch caliper or greater to be surveyed within Project Areas, & Tree Line only of forested and landscaped areas. Provide tree size, location and elevation on survey.
5. Office calculations and plotting of field and record data.
6. Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals at all grade controlling features.
7. Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.
8. Office contouring of field data and one foot contour intervals.
9. Base Mapping: All of the above information will be compiled into one base map representative of existing conditions of the project corridor at a scale of 1"=20' for use in all design and engineering work.

*NOTE: Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services are not included in this proposal.

Task A.2 – J.U.L.I.E. Utility Coordination

CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be

responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way (off-site) & limited areas adjacent to Public Right-of-Way. Identification & location of all private subsurface utilities within project area (on-site) is the responsibility of the client.

Task A.3 – Geotechnical Investigation

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Rubino Engineering, Inc. The investigation includes seven (7) pavement cores to a depth of 2 feet to determine the thickness of existing pavement sections on site. Two (2) direct push soil borings shall be completed to a depth of 5 feet below existing grade, and six (6) soil borings completed to a depth of 20 feet below existing grade to determine the existing condition of subgrade soil materials and provide sample materials to be used for laboratory analysis of chemical constituents. The 20 foot borings shall be used in the design of the foundation elements for the anticipated proposed salt dome, brine farm, and refueling station.

The objectives of the direct push samples are to determine whether the associated laboratory analysis and PIP Evaluation provides a basis for Rubino to sign the IEPA Form LPC-663 for clean construction debris certification, the Unincorporated Soil Certification. A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be provided, and will be addressed to Christopher B. Burke Engineering, Ltd.

B. Engineering Services

Task B.1 – Field Reconnaissance

CBBEL staff will perform a Field Reconnaissance of the project limits with Village staff. The purpose of the Field Reconnaissance will be to verify site constraints and existing field conditions. The results of the Field Reconnaissance will be included in the plans and coordinated with the Village. This task includes evaluation of existing drainage structures on site for condition and repairs. Storm sewer televising is assumed to be completed by the Village.

Task B.2 – Wetland Delineation, Submittal, and Coordination

CBBEL will complete a site investigation to delineate the limits of wetlands and waters of the United States present on site and within 100 feet of the site limits. Wildlife and plant community qualities will be assessed in addition to flagging at the limits of the wetland community for survey. The wetland limits will also be field located with a handheld, sub-meter accuracy GPS unit.

A letter report will be prepared summarizing the wetland's quality ratings, boundaries, and site photographs. If required, CBBEL Environmental Resources staff will assist in preparation of the wetland and buffer portions of the Stormwater

Management Permit outlined in Task B.4. This information will include the required exhibits, specifications, data, and project information.

During the permit review process, if necessary, meetings with regulatory agencies, the PM, and the Village are included in this task to address any comments received and preparation of responses.

Task B.3 – NPDES SWPPP Preparation & NOI Submittal

CBBEL will prepare a Stormwater Pollution Prevention Plan (SWPPP) for the project in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require signed certification statements from all contactors, subcontractors, and the operator as identified in the SWPPP. CBBEL will also complete the Notice of Intent (NOI) and the necessary coordination with Illinois Department of Natural Resources (IDNR) for Threatened and Endangered Species, if applicable. Per the requirements of the Illinois Environmental Protection Agency (IEPA), CBBEL will submit an electronic copy of the SWPPP directly to the IEPA at the time the NOI is submitted. The \$250 application fee will be charged as a direct cost to the project.

Task B.4 – Stormwater Management & Permitting

CBBEL will determine the volume required for detention storage based on the Kane County Stormwater Management Ordinance and incorporate it into the grading plan. A new detailed closed drainage system will be developed in response to the expanded pavement areas and proposed salt dome, which will drain into the expanded detention basin to meet allowable release rates. It is assumed that no underground detention storage design is included in the scope of this work.

Best Management Practices will also be implemented as outlined in the ordinance. Following site stormwater requirements, CBBEL will prepare the necessary permit applications and report to complete the stormwater management permit. The report will include necessary calculations and supporting exhibits demonstrating compliance with both Best Management Practices and detention storage. This documentation will be submitted to the Village for review and approval.

Based on regulatory FEMA mapping, there are no floodplains or floodways on site and therefore compensatory storage will not be required.

Task B.5 – Grading and Site Modeling

CBBEL will prepare detailed maintenance facility pavement elevations and surface grades with respect to planned circulation routes and to provide positive pavement drainage. In addition, grading will be provided for the planned expansion of the existing detention basin to meet calculated stormwater permitting volumetric requirements and hydraulic design requirements through the adopted Kane County Stormwater Management Ordinance.

Task B.6 – Plans, Specifications, and Quantities

CBBEL will prepare detailed engineering plans, specifications, and quantity estimates for the project in preparation for bidding and construction.

It is understood that the Architect will be responsible for creating Plan sheet borders, fonts, and scales for distribution to the project team to be used in the creation of all Engineering plans included within this scope of work. It is assumed that border files sent to CBBEL will be formatted in .DGN or .DWG file types for production of the anticipated contract documents.

Engineering plan sheets are anticipated as follows:

- Civil General Notes (1)
- Existing and Proposed Typical Sections (1)
- Alignment, Ties, and Benchmarks (1)
- Maintenance of Traffic/Work Zone Plans, Notes, and Details (2)
- Existing Conditions and Removals Plans (1)
- Proposed Civil Site Improvements and Geometric Plan (1)
- Signage and Pavement Marking Plan (1)
- Proposed Grading Plan (3)
- Storm Sewer Plans and Profiles (includes existing Water Main adjustments or minor fire hydrant relocations, if applicable) (2)
- Landscaping Plans (includes naturalized detention basin vegetation and plantings) (2)
- Soil Erosion and Sediment Control Plans, Notes, and Details (3)
- Civil Construction Details and Village Standards (4)
- IDOT Highway Standards (10)

It is understood that the PM will be responsible for plan Cover Sheets, general notes, plan and specification compilation, construction cost estimates, construction scheduling, and bidding assistance. This proposal assumes four (4) milestone plan submittals throughout the design process: Preliminary, Pre-Final, Final, and Issue for Bid. During each one of the plan submittals, it is assumed there will be three (3) separate bid packages created by the PM for bidding to various disciplines.

A summary of quantities for all items included within this work order will not be included in the plan set, but shall be provided to the PM for estimates and bidding purposes.

Based on the prepared Proposed Grading Plan, CBBEL will establish the finished floor elevation of the proposed salt dome, brine farm, and fueling station in coordination with the Architect.

It is assumed that all disturbed turf grass areas will be restored with landscape restoration and returned to turf grass, with salt-tolerant seed mix where appropriate. Special landscape seed mixes and/or plant plugs will be installed within the expanded detention basin, with coordination and approval from the Village. This

proposal assumes there are no additional existing or proposed landscape beds impacted or designed as part of the proposed improvements. Additional landscape design is not included in the scope of work.

Per coordination with the Village, the PM, and the Architect, the following tasks are explicitly not included within the scope of this task:

- Lighting Plans or photometrics
- Structural analysis and design for:
 - The proposed salt dome structure
 - Structure foundations
 - Concrete pads and walls for all anticipated features, including but not limited to the brine farm, material storage bins, and the refueling station
- Mechanical, Electrical, or Plumbing engineering, plans, or service connections
- Sanitary sewer construction, service connections, or permitting
- Water Main design, construction, services, or IEPA permitting
- Fire protection/sprinkler systems
- Irrigation design
- Underground stormwater detention storage design
- Cleaning and televising of existing storm and sanitary sewers
- Landscape design outside of the proposed detention basin and existing/proposed turf grass areas.
- Security systems planning and design
- Vehicle gate installations

CBBEL will draft the Plan base sheets at a scale of 1"=20' for the inclusion into the plan set.

Traffic control and protection will be coordinated with the Village to minimize disturbance to the existing maintenance facility, and to prioritize safety and continuous operation with respect to the construction of the proposed improvements.

Task B.7 – Detention Basin Landscape Plan and 3-Year Maintenance & Monitoring Plan

CBBEL's subconsultant Baxter and Woodman Natural Resources (BWNR) will assist CBBEL with the design of the proposed naturalized detention basin expansion. BWNR will review proposed detention basin grades with respect to the hydraulics to assist with the design of naturalized landscape features in the basin, including seed mixtures, plant plugs, and any other consultation or coordination required for this work. This task will include one site visit to the basin to understand existing hydrology and topography of the project area.

This task will also include a three-year Maintenance & Monitoring Plan (M&M Plan) after construction of the naturalized landscape features. The M&M Plan will

ensure that installed native vegetation and other measures meet performance standards and are viable in the long term. The M&M Plan will also identify regular inspection needs and appropriate management activities to eradicate invasive species, establish native species, conduct controlled burns, and other recommendations in addition to identifying all parties expected to carry out the management needs.

Task B.8 – QA/QC Constructability Review

CBBEL will complete a Constructability Review of the plans, specifications, and quantities to ensure practical infrastructure management advocating for a safe, constructable, and cost-effective design solution with the intent to minimize change orders and schedule delays.

The QA/QC Reviewer will perform a comprehensive evaluation of the following items throughout the design process:

- Scoping/field checks
- Submittals
- Design calculations
- Computer inputs/outputs
- Documentation of decisions and directives
- Pay items and quantity calculations
- Project records
- Compliance statements
- Plan format and content

C. Administrative Services

Task C.1 – Meetings/Coordination

The following coordination meetings are assumed:

- 3 Meetings with the Village
- 6 Meetings with the PM and Architect

This task also incorporates all email coordination with the Village, PM, and Architect, including file packaging and reception and meeting minute review.

Task C.2 – Project Management Contingency

This task includes additional Project Management services as a contingency task, if required, for the completion of the project into a single Construction Document package for bid. The scope of all Project Management services is not known at the time of this proposal, but may include additional coordination with the Village, PM, or Architect, additional meetings not included in Task C.1, additional plan review, cost estimating, or typical engineering bidding services.

Task C.3 – Post-Bid RFI Assistance

CBBEL will assist the PM after bidding and during construction for design assistance and Request for Information (RFI) responses as they relate to Civil site work, utilities, or other CBBEL design responsibilities.

D. Deliverables

- PDFs of Preliminary, Prefinal, Final, & Issue for Bid Engineering Plans, Specifications and Quantity takeoffs
- Stormwater Management Report
- Stormwater Pollution Prevention Plan (SWPPP)
- Issue for Bid CAD files (DGN format) for construction

E. Services by Others

Geotechnical Investigation – Rubino Engineering, Inc.

Detention Basin Landscape Plan – Baxter and Woodman Natural Resources

F. Information to be Provided by Client

Private utilities on Public Works property (electrical, telecommunications, fiber optic, etc).

GIS database

G. Not included in Work Order

Bidding services, assistance, or tabulation

Cost estimating

Construction Scheduling

Easements or parcel acquisition

Private utility relocation, permitting, engineering, or fees

Construction Administration and Management

Assistance with RFI and Addenda Preparation

IV. Staff-Hour & Fee Summary

A. Surveying and Geotechnical Services

Task A.1 Topographic Survey

Survey V	2 hrs x \$208/hr =	\$ 416
Survey IV	4 hrs x \$196/hr =	\$ 784
Survey III	6 hrs x \$179/hr =	\$ 1,074
Survey II	40 hrs x \$140/hr =	\$ 5,600
Survey I	40 hrs x \$119/hr =	\$ 4,760
CAD Manager	18 hrs x \$187/hr =	<u>\$ 3,366</u>
		\$16,000

Task A.2 J.U.L.I.E. Utility Coordination

Survey III	6 hrs x \$179/hr =	<u>\$ 1,074</u>
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Task A.3 Geotechnical Investigation

Rubino Engineering, Inc	=	<u>\$19,880</u>
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Subtotal Task A \$36,954

B. Engineering Services

Task B.1 Field Reconnaissance

Engineer IV	6 hrs x \$175/hr =	\$ 1,050
Engineer III	6 hrs x \$157/hr =	<u>\$ 942</u>
		\$ 1,992

Task B.2 Wetland Delineation, Submittal, and Coordination

ERS V	8 hrs x \$208/hr =	\$ 1,664
ERS III	20 hrs x \$145/hr =	\$ 2,900
ERS I/II	30 hrs x \$110/hr =	\$ 3,300
GIS Specialist III	10 hrs x \$157/hr =	<u>\$ 1,570</u>
		\$ 9,434

Task B.3 NPDES SWPPP Preparation & NOI Submittal

ERS V	4 hrs x \$208/hr =	\$ 832
ERS III	20 hrs x \$145/hr =	\$ 2,900
GIS Specialist III	2 hrs x \$157/hr =	<u>\$ 314</u>
		\$ 4,046

Task B.4 Stormwater Management and Permitting

Engineer V	12 hrs x \$208/hr =	\$ 2,496
Engineer I/II	55 hrs x \$135/hr =	<u>\$ 7,425</u>
		\$ 9,921

Task B.5 Grading and Site Modeling

Engineer IV	16 hrs x \$175/hr =	\$ 2,800
Engineer I/II	16 hrs x \$135/hr =	\$ 2,160
CAD Manager	40 hrs x \$187/hr =	<u>\$ 7,480</u>
		\$12,440

Subtotal Task B	\$ 87,529
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Subtotal	\$158,231
Direct Costs	<u>\$ 500</u>
Not-to Exceed Fee	= \$158,731

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: President

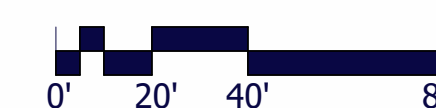
Date: 8/6/2025

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
VILLAGE OF ALGONQUIN

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI.....	242
Engineer V.....	208
Engineer IV.....	175
Engineer III.....	157
Engineer I/II.....	135
Survey V.....	208
Survey IV.....	196
Survey III.....	179
Survey II.....	140
Survey I.....	119
Engineering Technician V.....	191
Engineering Technician IV.....	170
Engineering Technician III.....	123
Engineering Technician I/II.....	95
CAD Manager.....	187
CAD II.....	136
CAD I.....	119
GIS Specialist III.....	157
Landscape Architect II.....	179
Landscape Architect I.....	157
Landscape Designer III.....	136
Landscape Designer I/II.....	106
Environmental Resource Specialist V.....	208
Environmental Resource Specialist IV.....	170
Environmental Resource Specialist III.....	145
Environmental Resource Specialist I/II.....	110
Environmental Resource Technician.....	123
Bus Ops Department.....	120
Engineering Intern.....	81

Updated January 13, 2025

REVISONS		DESCRIPTION
NO.	DATE	
WA No.	2024-050	
Date	16 JULY	
Issue	CONCEPT DESIGN	
DWR	KLC	
CHK	MCR	





Village of Algonquin

The Gem of the Fox River Valley

August 28, 2025

Village President and Board of Trustees:

The List of Bills dated 09/02/25 totaling \$1,258,544.67 is recommended for approval. For your information, this list of bills includes the following items, which are not typical of day-to-day Village operations.

Applied Ecological	\$ 13,830.00	Northpoint Wetland Mitigation
CarMax Auto	35,657.77	Q1 2025 Sales Tax Rebate
CivilTech Engineering	8,670.15	Broadsmore & Stonegate Improvements
Currie Motors	45,542.00	Squad 25 - 2025 Ford Explorer
Dahme Mechanical	99,978.30	Braewood Lift Station Improvements
H R Green Inc	9,462.88	Sandbloom Road Improvements
H R Green Inc	6,010.00	Woods Creek Reach 8
Hampton Lenzini & Renwick, Inc.	33,355.00	County Line Road Improvements
ID Networks Inc	4,514.00	2025/2026 Subscription
KK Stevens Publishing	6,413.43	Fall Brochure Printing
Manusos General Contracting Inc	4,500.00	Biosolids Handling
Newcastle Electric	9,600.00	Hanson Booster Station Electrical Repair
Newcastle Electric	6,200.00	GMC-Installation of 400a Breaker
Rosen Hyundai Entp.	25,244.06	Q1 2025 Sales Tax Rebate
Rush Truck Center	163,187.00	2025 International Hook Lift
Stanton Mechanical	43,950.00	GMC-HVAC Automation
Sutton Ford Inc	115,981.00	2024 Ford F59 Upfit
Trotter & Associates	11,186.00	Janek & Weeks Water & Sewer Feasibility
Trotter & Associates	11,071.75	Algonquin Shores LS Pressurized Main
Trotter & Associates	6,982.25	Braewood Lift Station Improvements
Trotter & Associates	6,851.50	WTP 1&2 Roof & Aerator Replacement
Trotter & Associates	6,485.25	Biosolids Handling

Utility Service Co	33,083.56	Annual Maintenance Program
V3 Construction	6,583.75	Trails of Woods Creek Wetland Mitigation
Water Well Solutions	7,200.00	Annual Well Evaluations

The 08/31/25 payroll expenses totaled \$ 739,544.44.

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 is available upon request.



Tim Schloneger
Village Manager

TS/aml

Village of Algonquin

List of Bills 9/2/2025

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
1ST AYD CORPORATION					
GLOVES/HAND TOWELS/TOILET TISSUE	1,339.16	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	PSI806635	28260024
Vendor Total: \$1,339.16					
ADVOCATE SHERMAN HOSPITAL					
PRE-EMPLOYMENT TESTING	682.00	GENERAL SERVICES PW - EXPENSE PHYSICAL EXAMS	01500300-42260-	868284	10260227
Vendor Total: \$682.00					
ALLIED ASPHALT PAVING CO					
ASPHALT	1,595.76	GENERAL SERVICES PW - EXPENSE MATERIALS	01500300-43309-	259295	50260101
ASPHALT	4,524.98	GENERAL SERVICES PW - EXPENSE MATERIALS	01500300-43309-	259059	50260097
Vendor Total: \$6,120.74					
AMERICAN SOLUTIONS FOR BUSINESS					
BUSINESS CARDS - JOELLE GARCIA	36.88	GS ADMIN - EXPENSE GEN GOV PRINTING & ADVERTISING	01100100-42243-	INV08294710	10260184
BUSINESS CARDS LESSER-PLUMBING IN	36.88	CDD - EXPENSE GEN GOV PRINTING & ADVERTISING	01300100-42243-	INV08294710	30260014
BUSINESS CARDS - ANDRESEN	36.88	GENERAL SERVICES PW - EXPENSE PRINTING & ADVERTISING	01500300-42243-	INV08294710	50260076
HUNTER/DENNIS/STENGER/RANDALL BL	184.36	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	INV08294710	20260021
Vendor Total: \$295.00					
ATLAS BOBCAT LLC					
INNER/OUTER AIR FILTERS	707.08	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	BR2515	29260001
Vendor Total: \$707.08					
BALANCED LOAD ELECTRIC					
BUILDING MAINT. BALANCE SHEET					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
CONDUIT REPAIR PW PARKING GARAGE	3,161.20	OUTSOURCED INVENTORY	28-14240-	2388	28260085
Vendor Total: \$3,161.20					
BEAR AUTO GROUP					
V-BELT	40.23	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	46932	29260035
SENDER ASSEMBLY	63.98	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	46989	29260035
PULLEY ASSEMBLY	250.91	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	46933	29260035
Vendor Total: \$355.12					
BEC ENTERPRISES LLC					
BRACKET	160.47	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	INV35092	29260014
Vendor Total: \$160.47					
BECMAR SPRINKLER SYSTEMS INC					
IRRIGATION SYSTEM MAINT 221 S MAIN	341.50	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	65171	28260005
Vendor Total: \$341.50					
BEVERLY MATERIALS LLC					
SAND FOR BACKFILL	1,005.13	WATER OPER - EXPENSE W&S BUSI MATERIALS	07700400-43309-	324301	70260144
Vendor Total: \$1,005.13					
BOND CONWAY LAW FIRM LTD					
MUNICIPAL COURT CONSULTANT - JULY	528.00	GS ADMIN - EXPENSE GEN GOV MUNICIPAL COURT	01100100-42305-	20170	10260031
Vendor Total: \$528.00					
CARMAX AUTO SUPERSTORES INC					
Q1 2025 SALES TAX REBATE	35,657.77	GS ADMIN - EXPENSE GEN GOV SALES TAX REBATE EXPENSE	01100100-47765-	QTR 1 2025 REBATE	10260237
Vendor Total: \$35,657.77					
CDW LLC					
WATER OPER - EXPENSE W&S BUSI					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
WTP 1 AND 2 PRINTERS	834.18	IT EQUIPMENT & SUPPLIES	07700400-43333-	AF4Y54N	10260229
Vendor Total: \$834.18					
CHICAGO FIRE YOUTH CAMPS LLC					
CHICAGO FIRE SUMMER CAMPS	2,692.20	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	1404	10260230
Vendor Total: \$2,692.20					
CHICAGO PARTS & SOUND LLC					
SCRAP BATTERY REFUND	-11.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	40C0012388	29260031
WIPER BLADE ASSEMBLY	19.42	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	40V0054986	29260031
BATTERY	158.53	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	40V0055319	29260031
Vendor Total: \$166.95					
CHRISTOPHER B BURKE ENG LTD					
BRITTANY HILLS SUBDIVISION IMPROVE	87.50	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2502	203352	40260118
HUNTINGTON & HIGH HILL	179.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2611	203359	40260125
WILLOUGHBY FARMS SECTION 2	435.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2552	203353	40260119
ANNUAL HIGH HILL DAM INSPECTION	1,122.30	GENERAL SERVICES PW - EXPENSE ENGINEERING/DESIGN SERVICE	01500300-42232-	203360	50260098
HUNTINGTON & HIGH HILL	2,672.50	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S2611	203358	40260124
NEUBERT WATER MAIN REPLACEMENT	4,017.75	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-W2531	203355	40260121
IN HOUSE ENGINEERING	3,698.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-	203341	40260138
W & S IMPR. - EXPENSE W&S BUSI					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
IN HOUSE ENGINEERING	3,698.00	ENGINEERING/DESIGN SERVICE:	12900400-42232-	203341	40260138
SPELLA RETAINING WALL	7,551.25	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE:	04900300-42232-S2641	203357	40260123
DOWNTOWN STREETScape MAIN/RT 62	13,459.20	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE:	04900300-42232-S2401	203351	40260117
CLARENDale MULTI-USE PATH	13,526.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE:	04900300-42232-S2651	203356	40260122
WILLOUGHBY FARMS SECTION 3	21,461.15	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE:	04900300-42232-S2561	203354	40260120
Vendor Total: \$71,907.65					
CIVILTECH ENGINEERING INC					
BROADSMORE & STONEGATE IMPROVEI	8,670.15	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE:	04900300-42232-S1913	56026	40260127
Vendor Total: \$8,670.15					
COMCAST CABLE COMMUNICATION					
9/1/25 - 9/30/25 POLICE DEPARTMENT	3.77	POLICE - EXPENSE PUB SAFETY EQUIPMENT RENTAL	01200200-42270-	8771 10 002 0011217	10260010
9/1/25 - 9/30/25 POLICE DEPARTMENT	0.77	SEWER OPER - EXPENSE W&S BUSI EQUIPMENT RENTAL	07800400-42270-	8771 10 002 0011217	10260010
8/12/25 - 9/11/25 WTP #3	203.85	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8771 10 002 0443121	10260028
8/11/25 - 9/10/25 WTP #1	205.45	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	8771 10 002 0436950	10260026
8/22/25 - 9/21/25 HVH	205.50	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	8771 10 002 0416275	10260025
8/14/25 - 9/13/25 POOL	210.91	SWIMMING POOL -EXPENSE GEN GOV TELEPHONE	05900100-42210-	8771 10 002 0452635	10260029
Vendor Total: \$830.25					
COMMONWEALTH EDISON					
		POLICE - EXPENSE PUB SAFETY			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
7/17/25 - 8/15/25 WILBRANDT REAR TOWI	31.26	ELECTRIC	01200200-42212-	9088991222	10260001
7/17/25 - 8/15/25 221 S MAIN	418.05	CDD - EXPENSE GEN GOV ELECTRIC	01300100-42212-	5888143000	10260015
7/18/25 - 8/18/25 WELL #901 SANDBLOOM	786.71	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	3571423333	70260008
7/17/25 - 8/15/25 BRITTANY HILLS LS	44.46	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3177644000	70260009
7/17/25 - 8/15/25 LOWE DRIVE LS	52.73	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	6425872000	70260009
7/17/25 - 8/15/25 N RIVER ROAD LS	89.66	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	2211592000	70260009
7/17/25 - 8/15/25 LA FOX RIVER LS	388.70	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	5053004000	70260009
7/17/25 - 8/15/25 101 N HARRISON	36.14	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	4053223333	50260003
7/17/25 - 8/15/25 MCCD TRAILHEAD	55.82	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	9433451222	50260003
7/17/25 - 8/15/25 RATE 23, RT 31 & RT 62	208.55	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	2717583000	50260003
7/17/25 - 8/15/25 CHARGING STATIONS	554.83	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	8937382111	50260003
7/17/25 - 8/15/25 HANSON TOWER	63.44	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	8762201111	70260008
7/17/25 - 8/15/25 SPRING HILL/COUNTY LI	63.99	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	5739551222	70260008
7/17/25 - 8/15/25 HILLSIDE BOOSTER	90.49	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	8419285000	70260008
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
7/17/25 - 8/15/25 HUNTINGTON PRESSUR	104.99	ELECTRIC	07700400-42212-	8838942000	70260008
7/17/25 - 8/15/25 JACOBS TOWER	135.65	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0227381222	70260008
7/17/25 - 8/15/25 COPPER OAKS TOWER	148.09	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	4040874000	70260008
7/17/25 - 8/15/25 HUNTINGTON BOOSTER	477.97	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	9319612222	70260008
7/11/25 - 8/11/25 WELL #13	1,444.09	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	7380525000	70260008
Vendor Total: \$5,195.62					
COMPLETE CLEANING CO INC					
SCRUB TILE FLOORS AT GMC	1,695.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	AW18503	28260018
CLEANING SERVICE - SEPTEMBER	2,574.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C31135	28260018
Vendor Total: \$4,269.00					
CORE & MAIN LP					
REPLACEMENT AIR RELIEF WELL #13	1,559.00	WATER OPER - EXPENSE W&S BUSI MAINT - WELLS	07700400-44418-	X240801	70260141
Vendor Total: \$1,559.00					
CRYSTAL LAKE GYMNASTICS TRAINING CENTE					
SPRING SUMMER SESSION I	1,986.60	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	APRIL - JULY 2025	10260057
Vendor Total: \$1,986.60					
CRYSTAL VALLEY BATTERIES INC					
12-VOLT BATTERY	39.30	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1903701061391	29260026
BATTERIES	402.30	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1903701061239	29260026
		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BATTERIES	479.00	INVENTORY	29-14220-	1903701061413	29260026
BATTERIES	777.60	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	1903701061421	29260026
Vendor Total: \$1,698.20					
CURRIE MOTORS					
SQUAD 25/2025 FORD EXPLORER	45,542.00	POLICE - EXPENSE PUB SAFETY CAPITAL PURCHASE	01200200-45590-	E1911	20260040
Vendor Total: \$45,542.00					
DAHME MECHANICAL INDUSTRIES INC					
BRAEWOOD LIFT STATION IMPROVEMENT	99,978.30	W & S IMPR. - EXPENSE W&S BUSI WASTEWATER COLLECTION	12900400-45526-W2413	20250353	40260136
Vendor Total: \$99,978.30					
DAN SMITH					
B SMITH/NISRA/SWIM CLASSES	142.00	RECREATION - EXPENSE GEN GOV PROFESSIONAL SERVICES	01101100-42234-	NISRA SWIM CLASSES	
Vendor Total: \$142.00					
DLS INTERNET SERVICES					
9/25/25 - 10/25/25 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1658889	10260021
9/25/25 - 10/25/25 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1658889	10260021
9/25/25 - 10/25/25 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1658889	10260021
9/25/25 - 10/25/25 AT&T BROADBAND	8.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	1658903	10260021
9/25/25 - 10/25/25 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1658903	10260021
9/25/25 - 10/25/25 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1658903	10260021
GEN NONDEPT - EXPENSE GEN GOV					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
9/25/25 - 10/25/25 AT&T BROADBAND	8.00	IT EQUIP. & SUPPLIES - GEN GO\	01900100-43333-	1658906	10260021
9/25/25 - 10/25/25 AT&T BROADBAND	1.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1658906	10260021
9/25/25 - 10/25/25 AT&T BROADBAND	1.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1658906	10260021
9/25/25 - 10/25/25 AT&T BROADBAND	40.00	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GO\	01900100-43333-	1658904	10260021
9/25/25 - 10/25/25 AT&T BROADBAND	5.00	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1658904	10260021
9/25/25 - 10/25/25 AT&T BROADBAND	5.00	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1658904	10260021
9/25/25 - 10/25/25 AT&T BROADBAND	121.46	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GO\	01900100-43333-	1658902	10260021
9/25/25 - 10/25/25 AT&T BROADBAND	15.18	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1658902	10260021
9/25/25 - 10/25/25 AT&T BROADBAND	15.18	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1658902	10260021
9/25/25 - 10/25/25 AT&T BROADBAND	121.46	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GO\	01900100-43333-	1658905	10260021
9/25/25 - 10/25/25 AT&T BROADBAND	15.18	SEWER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07800400-43333-	1658905	10260021
9/25/25 - 10/25/25 AT&T BROADBAND	15.18	WATER OPER - EXPENSE W&S BUSI IT EQUIPMENT & SUPPLIES	07700400-43333-	1658905	10260021
Vendor Total: \$383.64					
DYNEGY ENERGY SERVICES					
7/18/25 - 8/17/25 POOL	1,237.20	SWIMMING POOL -EXPENSE GEN GOV ELECTRIC	05900100-42212-	400001686586	10260030
		SEWER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
7/17/25 - 8/14/25 WWTP	28,014.09	ELECTRIC	07800400-42212-	400001684432	70260020
7/11/25 - 8/10/25 WELL #15	1,208.07	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	400001676343	70260021
7/11/25 - 8/10/25 WTP #3	4,782.08	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	400001527892	70260021
7/18/25 - 8/17/25 ALGONQUIN SHORES	421.91	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	400001664625	70260022
7/16/25 - 8/13/25 GRAND RESERVE	474.45	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	400001661405	70260022
7/16/25 - 8/13/25 WOODS CREEK LS	628.99	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	400001642008	70260022
7/17/25 - 8/14/25 BRAEWOOD LS	1,197.55	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	400001679617	70260022
7/17/25 - 8/14/25 COUNTRYSIDE BOOSTE	194.20	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	400001526425	70260021
7/17/25 - 8/14/25 CARY BOOSTER	627.16	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	400001670373	70260021
7/17/25 - 8/14/25 ZANGE BOOSTER	786.72	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	400001678830	70260021
7/17/25 - 8/14/25 WELL #9	1,857.00	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	400001681881	70260021
7/17/25 - 8/14/25 WELL #7 & #11	4,481.94	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	400001528391	70260021
7/17/25 - 8/14/25 WTP #1	6,207.95	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	400001657524	70260021
7/18/25 - 8/17/25 WTP #2	13,645.89	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	400001635688	70260021
Vendor Total: \$65,765.20					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
ELIAS ALANIS MENDEZ					
AFLAC PREMIUM REFUND	54.60	GEN FUND BALANCE SHEET AP - PR W/H - CLEARING	01-22140-	AFLAC REFUND	
Vendor Total: \$54.60					
FERGUSON ENTERPRISES INC					
UNIONS	222.25	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	0480500	28260021
B-BOX PARTS	309.82	WATER OPER - EXPENSE W&S BUSI MAINT - DISTRIBUTION SYSTEM	07700400-44415-	0500366	70260145
Vendor Total: \$532.07					
FETTERVILLE INC					
SUMMER SESSION I	840.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	1131	10260061
Vendor Total: \$840.00					
FISHER AUTO PARTS INC					
OIL FILTERS/FUEL WATER FILTERS	199.14	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-729569	29260024
OIL FILTER	4.76	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-728989	29260024
EXACT REAR FIT	10.45	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-728392	29260024
AIR FILTER	17.14	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-728843	29260024
OIL FITLER	45.66	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-728510	29260024
OIL FILTERS	52.47	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-728314	29260024
FUEL WATER SEPARATOR FILTER	93.69	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-728929	29260024
VEHICLE MAINT. BALANCE SHEET					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
FUEL & OIL FILTERS/AIR BRAKE FILTER	144.72	INVENTORY	29-14220-	325-728930	29260024
WINTER WIPER BLADES	618.90	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-728441	29260024
Vendor Total: \$1,186.93					
GESKE AND SONS INC					
ASPHALT	269.86	WATER OPER - EXPENSE W&S BUSI MATERIALS	07700400-43309-	63233	70260138
Vendor Total: \$269.86					
GOLD MEDAL CHICAGO INC					
POOL CONCESSIONS	92.50	SWIMMING POOL -EXPENSE GEN GOV CONCESSIONS	05900100-47800-	30-429265	10260055
Vendor Total: \$92.50					
GORDON FLESCH CO INC					
GSA LEASE 7/1/2025 - 8/1/2025	220.09	GS ADMIN - EXPENSE GEN GOV MAINT - OFFICE EQUIPMENT	01100100-44426-	IN15257335	10260213
Vendor Total: \$220.09					
GRAINGER					
MIDGET FUSES	40.50	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	9601503726	70260140
FLOW SWITCH	200.24	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9611165680	28260017
IGNITOR	220.52	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9611013344	28260017
Vendor Total: \$461.26					
H & H ELECTRIC CO					
TRAFFIC SIGNAL MAINTENANCE	626.38	GENERAL SERVICES PW - EXPENSE MAINT - TRAFFIC SIGNALS	01500300-44430-	46858	50260103
STREET LIGHT MAINTENANCE	3,939.30	GENERAL SERVICES PW - EXPENSE MAINT - STREET LIGHTS	01500300-44429-	46830	50260100
STREET LIGHT MAINTENANCE	17,228.57	GENERAL SERVICES PW - EXPENSE MAINT - STREET LIGHTS	01500300-44429-	46865	50260105

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$21,794.25					
H R GREEN INC					
WOODS CREEK REACH 8	6,010.00	NAT & DRAINAGE - EXPENSE PW ENGINEERING/DESIGN SERVICE:	26900300-42232-N2411	191292	40260140
SANDBLOOM ROAD IMPROVEMENTS	9,462.88	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE:	04900300-42232-S2521	191707	40260141
Vendor Total: \$15,472.88					
HAFKEY BUSINESS SOLUTIONS INC					
UNIFORMS - LASSITER	290.75	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	117556	50260102
UNIFORMS - SCHURING	290.75	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	117554	50260102
UNIFORMS - LASSITER	462.75	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	117555	50260102
UNIFORMS - SCHURING	490.50	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	117553	50260102
Vendor Total: \$1,534.75					
HALOGEN SUPPLY CO					
PROTECH TABS	197.64	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	00635310	28260001
PULSAR TABS	1,047.80	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	00635109	28260001
Vendor Total: \$1,245.44					
HAMPTON LENZINI AND RENWICK INC					
COUNTY LINE ROAD IMPROVEMENTS	33,355.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE:	04900300-42232-S1751	000020252045	40260128
Vendor Total: \$33,355.00					
HERITAGE CRYSTAL CLEAN					
SOLVENT MACHINE SER. & WASTE DISP	375.13	VEHCL MAINT-REVENUE & EXPENSES PROFESSIONAL SERVICES	29900000-42234-	19510018	29260004
Vendor Total: \$375.13					
HOT SHOTS SPORTS					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SUMMER SESSION III	280.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	JULY CAMPS	10260060
SUMMER SESSION II	2,009.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	SUMMER 1	10260060
Vendor Total: \$2,289.00					
HYDRAULIC SERVICES & REPAIRS					
O-RINGS/SEALS/WIPER	305.55	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	401930	29260021
Vendor Total: \$305.55					
ID NETWORKS INC					
2025/2026 SUBSCRIPTION	4,514.00	POLICE - EXPENSE PUB SAFETY IT EQUIPMENT & SUPPLIES	01200200-43333-	284471	20260038
Vendor Total: \$4,514.00					
INDUSTRIAL SCIENTIFIC CORPORATION					
GAS MONITORING 7/22/25 - 8/21/25	225.88	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	2851709	70260004
GAS MONITORING 7/22/25 - 8/21/25	225.88	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	2851709	70260004
Vendor Total: \$451.76					
INTERGOVERNMENTAL PERSONNEL BENEFIT CO					
SEPTEMBER 2025 PAYMENT	4.73	BLDG MAINT- REVENUE & EXPENSES INSURANCE	28900000-41106-	09/01/2025	10260241
SEPTEMBER 2025 PAYMENT	6.75	CDD - EXPENSE GEN GOV INSURANCE	01300100-41106-	09/01/2025	10260241
SEPTEMBER 2025 PAYMENT	209,873.95	GEN FUND BALANCE SHEET AP - PR HEALTH INS - CLEARING	01-22141-	09/01/2025	10260241
SEPTEMBER 2025 PAYMENT	10,309.97	AP - PR DENTAL INS - CLEARING	01-22142-	09/01/2025	10260241
SEPTEMBER 2025 PAYMENT	3,891.54	AP - PR LIFE INS - CLEARING	01-22143-	09/01/2025	10260241
SEPTEMBER 2025 PAYMENT	21.15	GENERAL SERVICES PW - EXPENSE INSURANCE	01500300-41106-	09/01/2025	10260241

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SEPTEMBER 2025 PAYMENT	17.10	GS ADMIN - EXPENSE GEN GOV INSURANCE	01100100-41106-	09/01/2025	10260241
SEPTEMBER 2025 PAYMENT	54.45	POLICE - EXPENSE PUB SAFETY INSURANCE	01200200-41106-	09/01/2025	10260241
SEPTEMBER 2025 PAYMENT	6.75	PWA - EXPENSE PUB WORKS INSURANCE	01400300-41106-	09/01/2025	10260241
SEPTEMBER 2025 PAYMENT	0.90	RECREATION - EXPENSE GEN GOV INSURANCE	01101100-41106-	09/01/2025	10260241
SEPTEMBER 2025 PAYMENT	5.85	SEWER OPER - EXPENSE W&S BUSI INSURANCE	07800400-41106-	09/01/2025	10260241
SEPTEMBER 2025 PAYMENT	3.37	VEHCL MAINT-REVENUE & EXPENSES INSURANCE	29900000-41106-	09/01/2025	10260241
SEPTEMBER 2025 PAYMENT	13.05	WATER OPER - EXPENSE W&S BUSI INSURANCE	07700400-41106-	09/01/2025	10260241
Vendor Total: \$224,209.56					
KANE CO ANIMAL CONTROL					
KANE COUNTY ANIMAL INTAKE JULY 202	116.00	POLICE - EXPENSE PUB SAFETY PROFESSIONAL SERVICES	01200200-42234-	JULY 2025	20260035
Vendor Total: \$116.00					
KATRINA SYRRIS					
SHAKESPEARE IN THE PARK 8/20/25	2,500.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	082025	10260223
Vendor Total: \$2,500.00					
KK STEVENS PUBLISHING CO					
FALL BROCHURE PRINTING	6,413.43	RECREATION - EXPENSE GEN GOV PRINTING & ADVERTISING	01101100-42243-	75207	10260050
Vendor Total: \$6,413.43					
LAUTERBACH & AMEN LLP					
PAYROLL SERVICES - JULY 2025	3,752.00	GS ADMIN - EXPENSE GEN GOV PROFESSIONAL SERVICES	01100100-42234-	106881	10260032
		SEWER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
PAYROLL SERVICES - JULY 2025	804.00	PROFESSIONAL SERVICES	07800400-42234-	106881	10260032
PAYROLL SERVICES - JULY 2025	804.00	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	106881	10260032
Vendor Total: \$5,360.00					
LAWSON PRODUCTS INC					
AIR FRESHENER	265.45	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9312725464	28260002
DRILL BITS/CABLE TIES/WASHERS/CLAM	793.29	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9312751584	29260017
Vendor Total: \$1,058.74					
MANSFIELD OIL COMPANY					
FUEL	2,255.28	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	26869766	29260022
FUEL	979.82	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	26855185	29260022
FUEL	2,939.98	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	26855192	29260022
FUEL	2,971.32	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	26840200	29260022
FUEL	3,153.04	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	26840175	29260022
Vendor Total: \$12,299.44					
MANUSOS GENERAL CONTRACTING					
BIOSOLIDS HANDLING	4,500.00	W & S IMPR. - EXPENSE W&S BUSI WASTEWATER TREATMENT PLA	12900400-45570-W2214	APPLICATION #3	40260132
Vendor Total: \$4,500.00					
MARTELLE WATER TREATMENT					
SODIUM HYPOCHLORITE	6,334.20	WATER OPER - EXPENSE W&S BUSI CHEMICALS	07700400-43342-	29749	70260013
		WATER OPER - EXPENSE W&S BUSI			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SODIUM HYPOCHLORITE	7,950.96	CHEMICALS	07700400-43342-	29882	70260013
AQUA MAG/CITRIC ACID	18,147.42	WATER OPER - EXPENSE W&S BUSI CHEMICALS	07700400-43342-	29880	70260013
Vendor Total: \$32,432.58					
MORRISON ASSOCIATES LTD					
SCHLONEGER/KIMBERA 2025 MEETINGS	3,000.00	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	2025-898	10260242
Vendor Total: \$3,000.00					
MOTOROLA SOLUTIONS INC					
STARCOM21 PW AUGUST 2025	326.67	BLDG MAINT- REVENUE & EXPENSES RADIO COMMUNICATIONS	28900000-42215-	9590520250701	10260228
STARCOM21 PW AUGUST 2025	326.66	GENERAL SERVICES PW - EXPENSE RADIO COMMUNICATIONS	01500300-42215-	9590520250701	10260228
STARCOM21 PW AUGUST 2025	326.66	PWA - EXPENSE PUB WORKS RADIO COMMUNICATIONS	01400300-42215-	9590520250701	10260228
STARCOM21 PW AUGUST 2025	326.67	SEWER OPER - EXPENSE W&S BUSI RADIO COMMUNICATIONS	07800400-42215-	9590520250701	10260228
STARCOM21 PW AUGUST 2025	326.67	VEHCL MAINT-REVENUE & EXPENSES RADIO COMMUNICATIONS	29900000-42215-	9590520250701	10260228
STARCOM21 PW AUGUST 2025	326.67	WATER OPER - EXPENSE W&S BUSI RADIO COMMUNICATIONS	07700400-42215-	9590520250701	10260228
RADIO MONTHLY AIRTIME CHARGES - M	2,768.00	POLICE - EXPENSE PUB SAFETY RADIO COMMUNICATIONS	01200200-42215-	9340120250401	20260006
Vendor Total: \$4,728.00					
NAPA AUTO PARTS					
HYDRAULIC FILTER	31.02	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	275073	29260003
TEMPERATURE SENSOR	32.36	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	275227	29260003
VEHICLE MAINT. BALANCE SHEET					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
SHOP TOWELS	80.70	INVENTORY	29-14220-	274698	29260003
ANTI-FREEZE	389.72	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	275164	29260003
ALTERNATOR	428.63	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	274520	29260003
Vendor Total: \$962.43					
NEWCASTLE ELECTRIC INC					
GMC-INSTALLATON OF 400A BREAKER II	6,200.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	2884	28260084
ELECTRICAL REPAIRS AT HANSON BOO	9,600.00	WATER OPER - EXPENSE W&S BUSI MAINT - BOOSTER STATION	07700400-44410-	2883	70260146
Vendor Total: \$15,800.00					
NICOR GAS					
7/8/25 - 8/6/25 LA FOX RIVER LS	156.38	SEWER OPER - EXPENSE W&S BUSI NATURAL GAS	07800400-42211-	04-13-64-3623 7	70260025
7/10/25 - 8/8/25 WTP #3	821.56	WATER OPER - EXPENSE W&S BUSI NATURAL GAS	07700400-42211-	04-29-91-4436 2	70260010
Vendor Total: \$977.94					
NIMCA					
MARTIN/WEBER 2025-2026 MEMBERSHIP	110.00	GS ADMIN - EXPENSE GEN GOV ELECTED OFFICIALS EXPENSE	01100100-47741-	2025 - 2026 DUES	10260222
Vendor Total: \$110.00					
NORTHERN ILLINOIS UNIVERSITY					
KUMBERA MIDWEST LEADERSHIP FALL :	750.00	GS ADMIN - EXPENSE GEN GOV TRAVEL/TRAINING/DUES	01100100-47740-	IV00400	10260233
Vendor Total: \$750.00					
NORTHWEST TRUCKS INC					
CLEAR TURN SIGNAL LENS	57.36	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	X101222558	29260029
AIR HORN VALVES	122.38	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	X101222562	29260029

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
A/C COMPRESSOR	263.52	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	X101220324	29260029
Vendor Total: \$443.26					
OFFICE DEPOT					
FOLDERS	7.07	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	435219749001	10260008
PAPER	121.75	GS ADMIN - EXPENSE GEN GOV OFFICE SUPPLIES	01100100-43308-	435219238001	10260008
SUGAR PACKETS	15.20	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	432097419001	28260013
Vendor Total: \$144.02					
ONE TIME PAY					
Refund-Rental Payment for Town	125.00	GEN FUND BALANCE SHEET GSA SECURITY DEPOSITS	01-24111-	R07-2025-007452	
Refund-Rental Payment for Town	200.00	GEN FUND REVENUE - PUB WORKS PARK USAGE FEES	01000300-34102-	R07-2025-007452	
Refund-Rental Payment for Algo	100.00	SWIMMING POOL REVENUE-GEN GOV RENTAL INCOME	05000100-34100-	R07-2025-007795	
Refund-Rental Payment for Algo	400.00	RENTAL INCOME	05000100-34100-	R07-2025-007795	
Refund-Registration AddOn Paym	38.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	R08-2025-008667	
TRI-FOLD DISPLAYS/GLUE/TAPE	162.79	GS ADMIN - EXPENSE GEN GOV HISTORIC COMMISSION	01100100-47750-	SUPPLY REIMBURSEMENT	
Refund-Class Registration for	13.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	R04-2025-004962	
Refund-Class Registration for	13.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	R05-2025-005169	
Refund-Class Registration for	13.00	GEN FUND REVENUE - GEN GOV RECREATION PROGRAMS	01000100-34410-	R05-2025-005295	

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
GEN FUND REVENUE - GEN GOV					
Refund-Class Registration for	13.00	RECREATION PROGRAMS	01000100-34410-	R06-2025-006290	
Refund-Class Registration for	13.00	RECREATION PROGRAMS	01000100-34410-	R06-2025-006290	
GEN FUND REVENUE - GEN GOV					
Refund-Class Registration for	13.00	RECREATION PROGRAMS	01000100-34410-	R07-2025-007713	
Refund-Class Registration for	13.00	RECREATION PROGRAMS	01000100-34410-	R07-2025-007759	
Refund-Class Registration for	13.00	RECREATION PROGRAMS	01000100-34410-	R07-2025-008178	
Vendor Total: \$1,129.79					
OTTOSEN DINOLFO HASENBALG & CASTALDO L					
POLICE - EXPENSE PUB SAFETY					
2025 AUDIT LETTER	33.00	LEGAL SERVICES	01200200-42230-	16138	20260036
Vendor Total: \$33.00					
OZINGA READY MIX CONCRETE INC					
STREET IMPROV- EXPENSE PUBWRKS					
LONGMEADOW MEDIAN CONSTRUCTION	2,072.25	INFRASTRUCTURE MAINT IMPRC	04900300-43370-	ARI03146381	40260126
LONGMEADOW MEDIAN CONSTRUCTION	2,462.50	INFRASTRUCTURE MAINT IMPRC	04900300-43370-	ARI03142612	40260126
Vendor Total: \$4,534.75					
PAHCS II					
POLICE - EXPENSE PUB SAFETY					
RANDOM DRUG SCREENING	40.00	PHYSICAL EXAMS	01200200-42260-	565175	10260217
Vendor Total: \$40.00					
PEERLESS NETWORK INC					
BLDG MAINT- REVENUE & EXPENSES					
8/15/2025 STATEMENT	61.69	TELEPHONE	28900000-42210-	81196	10260218
CDD - EXPENSE GEN GOV					
8/15/2025 STATEMENT	105.02	TELEPHONE	01300100-42210-	81196	10260218
GENERAL SERVICES PW - EXPENSE					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
8/15/2025 STATEMENT	123.28	TELEPHONE	01500300-42210-	81196	10260218
8/15/2025 STATEMENT	191.87	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	81196	10260218
8/15/2025 STATEMENT	226.17	POLICE - EXPENSE PUB SAFETY TELEPHONE	01200200-42210-	81196	10260218
8/15/2025 STATEMENT	61.69	PWA - EXPENSE PUB WORKS TELEPHONE	01400300-42210-	81196	10260218
8/15/2025 STATEMENT	61.69	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	81196	10260218
8/15/2025 STATEMENT	13.72	SWIMMING POOL -EXPENSE GEN GOV TELEPHONE	05900100-42210-	81196	10260218
8/15/2025 STATEMENT	61.69	VEHCL MAINT-REVENUE & EXPENSES TELEPHONE	29900000-42210-	81196	10260218
8/15/2025 STATEMENT	61.69	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	81196	10260218
Vendor Total: \$968.51					
RAY O'HERRON CO INC					
UNIFORM - BURZYNSKI	133.82	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2427175	20260034
Vendor Total: \$133.82					
RES GREAT LAKES LLC					
WETLAND MITIGATION RESTRICTED FUI	13,830.00	NAT & DRAINAGE - EXPENSE PW MAINT - WETLAND MITIGATION	26900300-44408-	IN56768	40260137
Vendor Total: \$13,830.00					
ROSEN HYUNDAI ENTERPRISES LLC					
QTR 1 2025 SALES TAX REBATE	25,244.06	GS ADMIN - EXPENSE GEN GOV SALES TAX REBATE EXPENSE	01100100-47765-	QTR 1 2025 REBATE	10260232
Vendor Total: \$25,244.06					
RUSH TRUCK CENTER					
GENERAL SERVICES PW - EXPENSE					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
2025 INTERNATIONAL HOOK LIFT	163,187.00	CAPITAL PURCHASE	01500300-45590-	2801-01633	50260104
AIR FILTER/CLEVIS	446.96	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3042982254	29260032
O-RINGS	36.66	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3042812781	29260032
COOLANT TUBE ASSEMBLY	250.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3042826245	29260032
Vendor Total: \$163,920.62					
SEMPER FI YARD SERVICES INC					
WOODS CREEK REACH 5	1,962.50	NAT & DRAINAGE - EXPENSE PW MAINT - INFRASTRUCTURE IMPR	26900300-44470-	2025-1480	40260139
Vendor Total: \$1,962.50					
SHAW SUBURBAN MEDIA GROUP					
TELEHEALTH PROGRAM PUBLIC HEARIN	126.72	GS ADMIN - EXPENSE GEN GOV PRINTING & ADVERTISING	01100100-42243-	072510287	10260234
Vendor Total: \$126.72					
SHELL FLEET PLUS					
FUEL FOR SQUADS	151.47	POLICE - EXPENSE PUB SAFETY FUEL	01200200-43340-	106874454	10260004
Vendor Total: \$151.47					
SHERWIN INDUSTRIES INC					
TRAFFIC PAINT	1,106.00	GENERAL SERVICES PW - EXPENSE MATERIALS	01500300-43309-	SS108232	50260099
Vendor Total: \$1,106.00					
STANDARD INDUSTRIAL & AUTO EQUIP INC					
FLEET LIGHT DUTY LIFT PAD, SCISSORS	364.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	WO-03460	28260083
Vendor Total: \$364.00					
STANTON MECHANICAL INC					
GMC-HVAC AUTOMATION - HARDWARE &	21,950.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	250123-03	28260082
BUILDING MAINT. BALANCE SHEET					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
GMC-HVAC AUTOMATION - HARDWARE & SUPPLIES	22,000.00	OUTSOURCED INVENTORY	28-14240-	250123-02	28260081
Vendor Total: \$43,950.00					
SUTTON FORD INC					
2024 FORD F59 UPFIT	57,990.50	SEWER OPER - EXPENSE W&S BUSI CAPITAL PURCHASE	07800400-45590-	2024 FORD TRUCK	10260236
2024 FORD F59 UPFIT	57,990.50	WATER OPER - EXPENSE W&S BUSI CAPITAL PURCHASE	07700400-45590-	2024 FORD TRUCK	10260236
Vendor Total: \$115,981.00					
SYNAGRO					
SLUDGE HAULING - JULY 2025	16,875.00	SEWER OPER - EXPENSE W&S BUSI SLUDGE REMOVAL	07800400-42262-	60159	70260014
Vendor Total: \$16,875.00					
T-MOBILE USA INC					
7/21/25 - 8/20/25 LIFT STATION INTERNET	37.20	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	984376041	10260014
Vendor Total: \$37.20					
THIRD MILLENNIUM ASSOCIATES					
INTERNET E-PAY - AUGUST 2025	372.14	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	33293	10260020
INTERNET E-PAY - AUGUST 2025	372.15	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	33293	10260020
8/20/2025 UTILITY BILL	1,183.28	SEWER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07800400-42234-	33292	10260225
8/20/2025 UTILITY BILL	1,183.28	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	33292	10260225
Vendor Total: \$3,110.85					
TIM WILKIN					
UNIFORM - DUTY BELT	42.15	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	08/15/2025 PURCHASE	20260039
Vendor Total: \$42.15					
TROTTER & ASSOCIATES INC					
W & S IMPR. - EXPENSE W&S BUSI					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BIOSOLIDS HANDLING	6,485.25	ENGINEERING/DESIGN SERVICE:	12900400-42232-W2213	25-25204	40260129
WTP 1&2 ROOF & AERATOR REPLACEMENT	6,851.50	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE:	12900400-42232-W2302	25-25174	40260130
BRAEWOOD LIFT STATION IMPROVEMENT	6,982.25	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE:	12900400-42232-W2412	25-25205	40260131
ALGONQUIN SHORES LS PRESSURIZED	11,071.75	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE:	12900400-42232-W2421	25-25206	40260133
JANEK & WECKS WATER & SEWER FEAS	5,593.00	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE:	12900400-42232-W2511	25-25257	40260134
JANEK & WECKS WATER & SEWER FEAS	5,593.00	ENGINEERING/DESIGN SERVICE:	12900400-42232-W2601	25-25257	40260134
Vendor Total: \$42,576.75					
ULTRA STROBE COMMUNICATIONS INC					
UNIT 09-REPAIR CN STICK & REPLACE M	389.95	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	087065	29260073
SQUAD 8 EQUIPMENT REMOVAL	575.00	POLICE - EXPENSE PUB SAFETY VEHICLES & EQUIP (NON-CAPITA	01200200-43335-	087056	20260037
Vendor Total: \$964.95					
UNITED STATES POSTAL SERVICE					
SHIPPING POSTAGE REFILL	500.00	GS ADMIN - EXPENSE GEN GOV POSTAGE	01100100-43317-	SHIPPING REFILL	10260221
Vendor Total: \$500.00					
UTILITY SERVICE CO INC					
ANNUAL MAINTENANCE PROGRAM	33,083.56	WATER OPER - EXPENSE W&S BUSI MAINT - STORAGE FACILITY	07700400-44411-	631615	70260139
Vendor Total: \$33,083.56					
V3 CONSTRUCTION GROUP LTD					
TRAILS OF WOODS CREEK - WETLAND M	6,583.75	NAT & DRAINAGE - EXPENSE PW MAINT - WETLAND MITIGATION	26900300-44408-	000020725046	40260135
Vendor Total: \$6,583.75					
VERIZON WIRELESS SERVICES LLC					
BLDG MAINT- REVENUE & EXPENSES					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
7/14/2025 - 8/13/2025 STATEMENT	144.82	TELEPHONE	28900000-42210-	6120982187	10260243
7/14/2025 - 8/13/2025 STATEMENT	428.05	CDD - EXPENSE GEN GOV TELEPHONE	01300100-42210-	6120982187	10260243
7/14/2025 - 8/13/2025 STATEMENT	287.05	GEN NONDEPT - EXPENSE GEN GOV IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	6120982187	10260243
7/14/2025 - 8/13/2025 STATEMENT	882.20	GENERAL SERVICES PW - EXPENSE TELEPHONE	01500300-42210-	6120982187	10260243
7/14/2025 - 8/13/2025 STATEMENT	447.71	GS ADMIN - EXPENSE GEN GOV TELEPHONE	01100100-42210-	6120982187	10260243
7/14/2025 - 8/13/2025 STATEMENT	685.28	POLICE - EXPENSE PUB SAFETY TELEPHONE	01200200-42210-	6120982187	10260243
7/14/2025 - 8/13/2025 STATEMENT	726.96	IT EQUIPMENT & SUPPLIES	01200200-43333-	6120982187	10260243
7/14/2025 - 8/13/2025 STATEMENT	355.92	PWA - EXPENSE PUB WORKS TELEPHONE	01400300-42210-	6120982187	10260243
7/14/2025 - 8/13/2025 STATEMENT	140.57	RECREATION - EXPENSE GEN GOV TELEPHONE	01101100-42210-	6120982187	10260243
7/14/2025 - 8/13/2025 STATEMENT	332.97	SEWER OPER - EXPENSE W&S BUSI TELEPHONE	07800400-42210-	6120982187	10260243
7/14/2025 - 8/13/2025 STATEMENT	930.32	IT EQUIPMENT & SUPPLIES	07800400-43333-	6120982187	10260243
7/14/2025 - 8/13/2025 STATEMENT	39.65	SWIMMING POOL -EXPENSE GEN GOV TELEPHONE	05900100-42210-	6120982187	10260243
7/14/2025 - 8/13/2025 STATEMENT	29.99	IT EQUIPMENT & SUPPLIES	05900100-43333-	6120982187	10260243
7/14/2025 - 8/13/2025 STATEMENT	378.59	VEHCL MAINT-REVENUE & EXPENSES TELEPHONE	29900000-42210-	6120982187	10260243
7/14/2025 - 8/13/2025 STATEMENT	589.42	WATER OPER - EXPENSE W&S BUSI TELEPHONE	07700400-42210-	6120982187	10260243

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
7/14/2025 - 8/13/2025 STATEMENT	2,128.40	IT EQUIPMENT & SUPPLIES	07700400-43333-	6120982187	10260243
Vendor Total: \$8,527.90					
WATER WELL SOLUTIONS ILLINOIS LLC					
ANNUAL WELL EVALUATIONS	7,200.00	WATER OPER - EXPENSE W&S BUSI PROFESSIONAL SERVICES	07700400-42234-	IL25-08-106	70260142
Vendor Total: \$7,200.00					
WELCH BROS INC					
STORM STRUCTURE FLAT TOP	155.00	GENERAL SERVICES PW - EXPENSE MAINT - STORM SEWER	01500300-44431-	3337642	50260096
Vendor Total: \$155.00					
WM J CASSIDY TIRE & AUTO SUPPLY LLC					
TIRE DISPOSAL FEE	93.50	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	918119887	29260037
TIRES	964.16	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	902036488	29260037
TIRES	1,579.08	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	918119799	29260037
Vendor Total: \$2,636.74					
REPORT TOTAL: \$1,258,544.67					

Village of Algonquin

List of Bills 9/2/2025

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	568,796.05
04	STREET IMPROVEMENT	119,092.38
05	SWIMMING POOL	2,123.97
07	WATER & SEWER	299,058.87
12	WATER & SEWER IMPROVEMENT	154,770.80
26	NATURAL AREA & DRAINAGE IMPROV	28,386.25
28	BUILDING MAINT. SERVICE	62,331.87
29	VEHICLE MAINT. SERVICE	23,984.48
TOTAL ALL FUNDS		<u><u>1,258,544.67</u></u>

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

DATE: 8-28-25

APPROVED BY: 



VILLAGE OF ALGONQUIN

Public Event License

A Public Event License is hereby issued to:

St. Vincent de Paul
Permit #67712

Description of Event: Walk for the Poor – 5K charity walk/run
Location of Event: St. Margaret Mary Church, 111 Hubbard Street, & McHenry County Prairie Path Trail
Event Coordinator: Mark Minaglia
Dates of Event: Saturday, September 13, 2025

Conditions of Approval/Additional Requirements:

- Traffic shall not be impeded in any manner due to the walk;
- Residents along Hubbard Street shall be notified of the walk at least one week before the event;
- Final site and circulation plans are subject to review and approval by Village Staff and Fire as needed;
- 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;
- Public Event License Fees must be paid prior to the event, unless waived by the Village Board;
- 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;
- 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.

Approved by: _____

Patrick M Knapp, AICP, Community Development Director
Village of Algonquin

Date: _____

cc: Village Manager
Police Department
Community Development Department

Electrical Fee: _____ \$0
Days: _____ 1
Fee per Day: WAIVED
Total Permit Fee: WAIVED



VILLAGE OF ALGONQUIN SCHEDULE OF MEETINGS

September 1, 2025

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. 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 2, 2025	Tuesday	7:30 PM	Village Board Meeting	GMC
September 2, 2025	Tuesday	7:45 PM	Village Board/Planning & Zoning Commission Special Meeting	GMC
September 8, 2025	Monday	7:00 PM	Planning & Zoning Commission Meeting	GMC
September 9, 2025	Tuesday	7:30 PM	Committee of the Whole Meeting	GMC
September 10, 2025	Wednesday	7:00 PM	Historic Commission Meeting	HVH
September 16, 2025	Tuesday	7:25 PM	Public Hearing – Algonquin Meadows SSA	GMC
September 16, 2025	Tuesday	7:30 PM	Village Board Meeting	GMC
September 16, 2025	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



2025 – 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 and Board of Trustees Accepts and Approves the Village of Algonquin's Community Health Improvement Plan, attached hereto and hereby made part hereof.

DATED this 2nd day of September, 2025

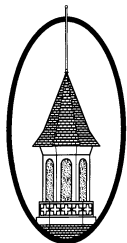
APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



VILLAGE OF ALGONQUIN

GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: August 27, 2025

TO: Tim Schloneger, Village Manager

FROM: Matthew Bajor, Assistant to the Village Manager

SUBJECT: Community Health Improvement Plan

The Village of Algonquin's Community Health Improvement Plan (CHIP) establishes a strategic framework to align municipal services with broader public health priorities identified by the McHenry and Kane County Health Departments. While the Village does not maintain its own health department, our work across parks, public safety, infrastructure, and community engagement significantly influences community well-being.

This plan integrates county-level health assessments into Village decision-making through five key focus areas:

- Active Living & Recreation Access;
- Mental & Behavioral Health;
- Environmental Health & Resiliency;
- Access to Care; and
- Community Safety & Connectedness

Implementation relies on a hybrid model of direct service delivery and cross-sector partnerships.

The CHIP is a living document intended to guide policy, investment, and programming through a public health lens. A detailed Implementation Matrix in Appendix A outlines proposed strategies, timelines, and lead responsibilities.

Action Requested

At this time, staff recommend that the Village Board approve the Community Health Improvement Plan, subject to review by the McHenry and Kane County Health Departments and the McHenry County Sheriff's Office.

Attachment (1)

- Village of Algonquin Community Health Improvement Plan (CHIP)

CC: Michael Kumbera, Deputy Village Manager/Chief Financial Officer
Nadim Badran, Public Works Director
Patrick Knapp, Community Development Director
Stacey VanEnkevort, Recreation Director
Dennis Walker, Police Chief



Community Health Improvement Plan
Village of Algonquin, Illinois
2025-2029

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I. Executive Summary

The Village of Algonquin's Community Health Improvement Plan (CHIP) outlines a shared vision for fostering a healthier, safer, and more connected community. While Algonquin does not operate its own health department, the Village plays a critical role in supporting and carrying out McHenry and Kane County health strategies through the provision of municipal services. These efforts – spanning parks and recreation, public safety, environmental management, infrastructure, and community engagement – have a measurable impact on the overall well-being of our community.

The CHIP was developed to communicate and focus Village services through a public health lens, aligning local action with county-level health priorities and policies as outlined in the [McHenry County Community Health Assessment](#) and the [Kane County Community Health Assessment](#). By identifying clear priorities and strategies, the plan ensures that public health considerations are integrated into decision-making and operations.

Five priority areas guide this plan:

1. **Active Living & Recreation Access** – Expand and enhance opportunities for residents of all ages and abilities to engage in regular physical activity by improving parks, trails, and recreational facilities; promoting inclusive and adaptive programming; and creating year-round activities that encourage healthy, active lifestyles.
2. **Mental & Behavioral Health** – Strengthen community mental wellness by providing coordinated post-crisis follow-up, fostering supportive connections for youth, families, and seniors, and increasing awareness of available mental health resources through outreach, partnerships, and public education.
3. **Environmental Health & Resiliency** – Protect and restore the community's natural resources, improve water and air quality, expand tree canopy and green infrastructure, and prepare for the impacts of climate change through infrastructure planning, public engagement, and sustainable practices.
4. **Access to Care** – Improve residents' ability to obtain timely and affordable health services by promoting telehealth access, increasing awareness of local healthcare resources, supporting transportation options to medical appointments, and strengthening care navigation through partnerships with county and nonprofit providers.
5. **Community Safety & Connectedness** – Foster a safe, informed, and connected community by building trust between residents and Village departments, promoting property upkeep and code compliance, delivering seasonal safety and preparedness education, and encouraging volunteerism and civic engagement.

Implementation will rely on a hybrid approach – leveraging the Village’s direct municipal services while collaborating with county agencies, nonprofit partners, and community organizations. The plan is intended as a living document, adaptable to evolving needs, and dependent on shared responsibility across all stakeholders. Detailed strategies, timelines, and lead responsibilities are provided in Appendix A: Implementation Matrix.

II. Introduction & Background

Algonquin is a growing community located in both McHenry and Kane Counties in northern Illinois. Known for its vibrant neighborhoods, diverse recreational opportunities, and commitment to quality of life, the Village delivers a wide range of municipal services that influence public health outcomes—often in ways that extend beyond traditional perceptions of local government.

Public health functions such as communicable disease control, clinical services, and regulatory health inspections are managed at the county level by the McHenry and Kane County Health Departments. However, the Village recognizes that its services – such as maintaining safe parks and trails, enforcing property maintenance codes, managing stormwater, providing police social work support, and engaging residents in safety and wellness programs – are vital to advancing community health.

This Community Health Improvement Plan was developed to:

- Align local action with county health priorities to ensure consistency across jurisdictions.
- Highlight the Village’s role in public health through services that support active living, mental wellness, environmental stewardship, access to care, and community safety.
- Integrate a public health perspective into the planning, delivery, and evaluation of municipal programs and infrastructure investments.
- Strengthen partnerships with counties, nonprofits, schools, and civic organizations to maximize collective impact.

County health improvement plans, specifically the [McHenry County Community Health Assessment](#) and the [Kane County Community Health Assessment](#), along with existing Village strategic documents, and ongoing feedback from community stakeholders, informed the five priorities outlined in this plan. While the Village is not a public health authority, this plan serves as a bridge—translating broad county-level policy goals into practical, local actions that directly benefit Algonquin residents.

III. Community Health Assessment Summary

Algonquin is uniquely positioned at the intersection of McHenry and Kane Counties, meaning the priorities, resources, and trends in both jurisdictions shape local health needs. While the Village does not operate a health department, it plays a key role in supporting county-level strategies through municipal services, infrastructure, public safety programs, environmental initiatives, and community engagement. This summary distills relevant findings from the most recent county Community Health Assessments (CHAs), including the [McHenry County Community Health Assessment](#) and the [Kane County Community Health Assessment](#), to provide the foundation for the Village's priorities and strategies.

Population & Demographics

- McHenry County has a population of ~312,000; Kane County has ~531,000. Algonquin's estimated population of 29,700 is split between the two.
- Both counties are experiencing a growing older adult population; by 2030, one in five residents is projected to be 65 years of age or older.
- Racial and ethnic diversity is increasing, especially in Kane County, where Hispanic/Latino residents make up over 34% of the population.
- Key vulnerable groups in both counties include older adults living alone, individuals with disabilities, and households with limited English proficiency.

Social Determinants of Health

County assessments highlight the influence of economic stability, education, housing, and transportation:

- Median household income: \$105,000 (McHenry), \$91,000 (Kane), but disparities may occur across different races, ethnicities, and geographies..
- Transportation access remains a barrier for some populations, particularly seniors, low-income households, and those without personal vehicles.
- Housing affordability challenges are growing, with rising rents and home prices impacting stability.
- Food access is limited in certain areas, with pockets of food insecurity documented in both counties.

Health Status Indicators

- Leading causes of death in both counties: heart disease, cancer, and unintentional injuries.
- Chronic disease prevalence is significant—particularly obesity, diabetes, and hypertension—driving the need for active living and nutrition initiatives.
- Mental health concerns are increasing; both counties cite rising rates of depression, anxiety, and suicide, especially among youth.
- Substance use and opioid-related overdoses remain a shared concern.

Environmental Health

- Both counties prioritize water quality protection; the Fox River is a key natural asset but faces challenges from stormwater runoff and nutrient loading.
- Air quality is generally good but can be impacted seasonally by particulate matter and volatile organic chemicals.
- Flood risk affects low-lying areas, particularly along the Fox River and tributaries.
- Both counties are promoting climate resiliency through green infrastructure, urban forestry, and emergency preparedness.

Community Input Findings

Public engagement for both county CHAs identified several overlapping concerns:

- Access to affordable healthcare, including dental and specialty care.
- More mental health resources and crisis support.
- Safe, well-maintained parks, trails, and public spaces.
- Programs to reduce isolation among seniors and connect residents to resources.
- Environmental stewardship and sustainability.

County Priority Health Issues

While each county structures its priorities differently, there is significant alignment:

- Active Living & Healthy Eating (both counties)
- Mental Health & Substance Use (both counties)
- Access to Healthcare (both counties)
- Environmental Health & Climate Resilience (both counties)
- Community Safety & Connectedness (embedded in McHenry County's healthy communities goals)

Implications for Algonquin:

Because the Village spans two counties, alignment with both sets of health priorities ensures that local actions complement regional strategies. The five priorities in Algonquin's CHIP directly reflect the shared themes in county CHAs—active living, mental health, environmental health, access to care, and safety/connectedness—while tailoring strategies to the Village's municipal role.

IV. Health Improvement Priorities & Goals

Priority 1: Active Living & Recreation Access

1. Enhance and Expand Parks, Trails, and Facilities

- a. Update playgrounds, athletic fields, and courts based on a rotating schedule and community trends.
- b. Complete missing trail links and add wayfinding signage.
- c. Add amenities that support accessibility and comfort for all ages and abilities, such as shade structures, benches, and water filling stations.

2. Increase Access and Inclusion in Recreation

- a. Advance inclusion in recreation through Village initiatives and community partnerships, offering adaptive programs, accessible facilities, and inclusive equipment.
- b. Expend inclusive programs and events that accommodate a range of abilities and needs.
- c. Provide financial assistance opportunities to reduce participation costs for low-income households.

3. Promote Year-Round Active Lifestyle Opportunities

- a. Provide year-round active recreation programs and host an annual community event that encourages active participation.
- b. Activate parks and trails with interactive elements to encourage regular use.
- c. Expand recreational opportunities by offering equipment rentals for seasonal and outdoor activities.

4. Support Active Transportation and Senior Engagement

- a. Improve, expand, and promote safe walking and biking routes.
- b. Expand access to wellness, enrichment, and social opportunities for older adults.
- c. Connect older adults with Village and partner programs, services, and resources that support mobility and social connection.

Priority 2: Mental & Behavioral Health

1. Enhance Post-Crisis and Ongoing Support

- a. Conduct police social worker contact within 72 hours of every qualifying crisis call.
- b. Collaborate with county health, hospitals, and nonprofit providers for service continuity.
- c. Monitor client progress at 3, 6, and 12 months to measure reductions in police contact and improvements in functioning.

2. Strengthen Support for Youth, Families, and Seniors

- a. Provide police social worker-led support for youth behavior issues and family conflict, with referrals to counseling or skill-building programs.
- b. Conduct proactive outreach to seniors experiencing isolation or neglect, linking them with social programs and resources.

- c. Partner with schools, local agencies, and other community organizations to embed mental health and social support into existing services.
- 3. Increase Access and Awareness of Behavioral Health Resources**
 - a. Host police social worker meet-and-greet sessions, wellness fairs, and presentations at Village events.
 - b. Maintain online and printed guides to local mental health, substance use, and housing services.
 - c. Use Village communications to share wellness tips and promote available support.

Priority 3: Environmental Health & Resiliency

- 1. Strengthen Stormwater and Flood Management**
 - a. Incorporate green infrastructure practices into capital projects and private development to support stormwater management.
 - b. Upgrade drainage systems in older neighborhoods to reduce localized flooding.
 - c. Promote the Adopt-a-Drain program to engage residents in clearing storm drains.
- 2. Protect and Enhance Water Quality**
 - a. Partner with watershed and river groups to monitor and improve Fox River water quality.
 - b. Promote rain barrel programs and native landscaping incentives to reduce runoff.
 - c. Expand Village initiatives that protect water quality, including targeted street sweeping and regular testing.
- 3. Expand Urban Forestry and Improve Air Quality**
 - a. Plant at least 250 public trees annually, prioritizing environmentally vulnerable areas, including those sensitive to urban heat and stormwater impacts.
 - b. Prioritize native species that support pollinators and native fauna.
 - c. Share air quality alerts and tips during poor air quality days.
- 4. Advance Climate Resiliency and Preparedness**
 - a. Integrate climate projections into infrastructure and capital improvement planning.
 - b. Expand electric vehicle charging stations and energy efficiency upgrades in municipal facilities.
 - c. Promote household flood readiness, cooling center locations, and volunteer environmental stewardship events.

Priority 4: Access to Care

- 1. Support Virtual Care and Telehealth Access**
 - a. Support availability of telehealth services that provide access to general medical care and health navigation.

- b. Promote existing public spaces suitable for private telehealth use, such as Village facilities or those of partner agencies.
- c. Share telehealth “how-to” resources through the library, schools, and Village channels.

2. Improve Transportation to Health Services

- a. Collaborate with the counties or local transport providers to offer rides for medical appointments.
- b. Promote existing volunteer driver programs through nonprofits, faith groups, and county services.
- c. Share information on transportation assistance such as county ride vouchers and PACE services.

3. Enhance Care Navigation and Awareness

- a. Maintain and promote links to Kane and McHenry County Health Departments, Mental Health Boards, and other county-managed directories on Village platforms.
- b. Use police social worker and front-line staff to connect residents - especially seniors, families, and vulnerable populations - to appropriate services.
- c. Share health resource information through Village newsletters, social media, utility bill inserts, and community events.

Priority 5: Community Safety & Connectedness

1. Build Relationships Through Existing Community Events

- a. Continue hosting and promoting Village events that foster resident interaction with police, code enforcement, and other departments (e.g., National Night Out), and collaborate with local organizations and businesses to enhance these events through community partnerships.
- b. Incorporate public safety and code compliance booths into Village festivals and gatherings.
- c. Use Village communications to highlight positive stories of cooperation and compliance successes.

2. Provide Safety, Preparedness, and Compliance Education

- a. Deliver safety messaging through Village channels and events, including seasonal tips, property maintenance reminders, and safety alerts from external partners.
- b. Promote Safe Routes to School maps and tips with local schools.
- c. Share emergency preparedness and property upkeep resources from Kane and McHenry County agencies.

3. Encourage Volunteerism and Civic Connection

- a. Promote volunteer opportunities through park cleanups, beautification projects, community events, and neighbor assistance.
- b. Recognize volunteers and groups that contribute to safety, upkeep, and community connectedness.

V. Implementation Plan

Purpose & Approach

The Village of Algonquin will implement this Community Health Improvement Plan (CHIP) over five years (2025–2029) with annual reviews to monitor progress and adapt to emerging needs. Priorities are broken into short-term (Years 1–2), mid-term (Years 3–4), and long-term (Year 5+) strategies. A complete listing of strategies, timelines, lead departments, funding approaches, and metrics is included in Appendix A: Implementation Matrix.

Each strategy has an assigned lead department responsible for coordination, supported by other Village divisions and community partners where applicable. Funding will be derived primarily from existing operating and capital budgets, with supplemental grant applications and external funding sought where feasible.

Progress will be tracked using measurable performance indicators, reported annually to Village leadership, and summarized periodically in Village communication channels.

Funding Approach

Funding for implementation will be drawn from multiple sources. Core services and essential projects will be supported through existing departmental operating budgets and the Village's capital improvement program. To expand capacity and offset costs, the Village will actively pursue competitive grant opportunities such as the Open Space Lands Acquisition and Development (OSLAD) program, Illinois Transportation Enhancement Program (ITEP), Congestion Mitigation and Air Quality Improvement Program (CMAQ), Safe Routes to School, Illinois Environmental Protection Agency (IEPA) programs, Illinois Department of Natural Resources (IDNR) grants, and Illinois Department of Public Health (IDPH) funding.

Additionally, external support will be sought through sponsorships, donations, and foundation grants to help deliver events, pilot programs, and other special initiatives that align with the plan's priorities.

Tracking & Reporting

Progress will be monitored through an annual internal review conducted by department leads to assess the status of strategies and associated metrics. These reviews will help track achievements, identify areas for improvement, and inform resource allocation for the following year. The Village will share periodic public updates through its newsletters, social media channels, and website to keep the community informed and engaged. Metrics used to measure success may include participation rates in programs and events, completion of infrastructure projects, documented environmental benefits, and increases in access to services.

VIII. Acknowledgements

The Village of Algonquin extends its appreciation to the McHenry County Department of Health, Kane County Health Department, and the McHenry County Sheriff's Office Police Social Work Division for their valuable review and input during the development of this Community Health Improvement Plan.

The Village also thanks representatives from its municipal departments, community organizations, and other stakeholders who contributed ideas and feedback. Their perspectives helped ensure that this plan aligns with county-level health priorities while translating them into practical strategies that can be implemented through local government services.

Appendix A: Implementation Matrix

Priority 1: Active Living & Recreation Areas

Item	Strategy	Timing	Lead	Funding	Possible Metrics
1.1.a	Update playgrounds, athletic fields, and courts based on a rotating schedule and community trends.	Mid-Term	Recreation / Public Works	CIP funds; OSLAD grants	Facilities renovated/year; % residents satisfied with park quality
1.1.b	Complete missing trail links and add wayfinding signage.	Mid-Term	Public Works	CIP; CMAQ grants; ITEP	Miles of trail added; % increase in trail use
1.1.c	Add amenities that support accessibility and comfort for all ages and abilities, such as shade structures, benches, and water filling stations.	Short-Term	Recreation / Public Works	CIP; sponsorships	# Amenities installed
1.2.a	Advance inclusion in recreation through Village initiatives and community partnerships, offering adaptive programs, accessible facilities, and inclusive equipment.	Short-Term	Recreation / Public Works	Existing budget; sponsorships; partner in-kind support	# Inclusive programs offered; # participants served; % satisfaction rate
1.2.b	Expend inclusive programs and events that accommodate a range of abilities and needs.	Short-Term	Recreation	Existing budget; sponsorships	# Events/year
1.2.c	Provide financial assistance opportunities to reduce participation costs for low-income households.	Short-Term	Recreation	Existing budget; sponsorships	# Scholarships awarded; % of recipients returning to programs
1.3.a	Provide year-round active recreation programs and host an annual community event that encourages active participation.	Short-Term	Recreation	Existing budget; sponsorships	# Active programs/year; # event attendees; % satisfaction rate
1.3.b	Activate parks and trails with interactive elements to encourage regular use.	Short-Term	Recreation	Existing budget	# Activations/year; % increase in repeat visits
1.3.c	Expand recreational opportunities by offering equipment rentals for seasonal and outdoor activities.	Short-Term	Recreation	Existing budget; sponsorships	# Rentals/year; % of users new to activity
1.4.a	Improve, expand, and promote safe walking and biking routes.	Mid-Term	Public Works	CIP; SRTS grants	Miles improved
1.4.b	Expand access to wellness, enrichment, and social opportunities for older adults.	Short-Term	Recreation	Existing budget; senior program grants	# Programs/year; % reporting improved well-being
1.4.c	Connect older adults with Village and partner programs, services, and resources that support mobility and social connection.	Short-Term	Village Manager's Office	Existing budget	# Older adults connected; # partnership programs; % reporting improved access

Priority 2: Behavioral & Mental Health

Item	Strategy	Timing	Lead	Funding	Possible Metrics
2.1.a	Conduct police social worker contact within 72 hours of every qualifying crisis call.	Short-Term	Police	Existing budget	% Crisis calls with follow-up; % reduction in repeat contacts
2.1.b	Collaborate with county health, hospitals, and nonprofit providers for service continuity.	Short-Term	Police	Existing budget; potential grants	# Collaborative cases; % successful warm handoffs
2.1.c	Monitor client progress at 3, 6, and 12 months to measure reductions in police contact and improvements in functioning.	Short-Term	Police	Existing budget	% Clients with improved functioning; % remaining connected to care
2.2.a	Provide police social worker-led support for youth behavior issues and family conflict, with referrals to counseling or skill-building programs.	Short-Term	Police	Existing budget	# Cases served; % resolved without further police contact
2.2.b	Conduct proactive outreach to seniors experiencing isolation or neglect, linking them with social programs and resources.	Short-Term	Police	Existing budget	# Seniors contacted; % linked to programs/services
2.2.c	Partner with schools, local agencies, and other community organizations to embed mental health and social support into existing services.	Mid-Term	Police / Recreation	Grants; partner in-kind	# Embedded programs; % participants accessing services
2.3.a	Host police social worker meet-and-greet sessions, wellness fairs, and presentations at Village events.	Short-Term	Police	Existing budget	# events/year
2.3.b	Maintain online and printed guides to local mental health, substance use, and housing services.	Short-Term	Village Manager's Office	Existing budget	# updates/year; pageviews/downloads
2.3.c	Use Village communications to share wellness tips and promote available support.	Ongoing	Village Manager's Office	Existing budget	# campaigns/year; engagement rate

Priority 3: Environmental Health & Resiliency

Item	Strategy	Timing	Lead	Funding	Possible Metrics
3.1.a	Incorporate green infrastructure practices into capital projects and private development to support stormwater management.	Mid-Term	Public Works	CIP; IEPA Section 319; IDNR	Sq ft GI added; modeled runoff reduction
3.1.b	Upgrade drainage systems in older neighborhoods to reduce localized flooding.	Long-Term	Public Works	CIP; grants	# Projects completed
3.1.c	Promote the Adopt-a-Drain program to engage residents in clearing storm drains.	Short-Term	Public Works / Village Manager's Office	Existing budget	# Drains adopted
3.2.a	Partner with watershed and river groups to monitor and improve Fox River water quality.	Ongoing	Public Works	Existing budget	# Monitoring events; trends in water quality indicators
3.2.b	Promote rain barrel programs and native landscaping incentives to reduce runoff.	Short-Term	Public Works / Village Manager's Office	Grants; in-kind	# Participants; gallons stormwater diverted
3.2.c	Expand Village initiatives that protect water quality, including targeted street sweeping and regular testing.	Ongoing	Public Works	Existing budget	Lane miles swept; debris collected (tons); water quality tests
3.3.a	Plant at least 250 public trees annually, prioritizing environmentally vulnerable areas, including those sensitive to urban heat and stormwater impacts.	Ongoing	Public Works	Existing budget; Grants	# Trees planted; % canopy coverage increase
3.3.b	Prioritize native species that support pollinators and native fauna.	Ongoing	Public Works	Existing budget	% Native species of annual plantings; pollinator counts
3.3.c	Share air quality alerts and tips during poor air quality days.	Ongoing	Village Manager's Office	Existing budget	# Alerts; engagement rate
3.4.a	Integrate climate projections into infrastructure and capital improvement planning.	Long-Term	Public Works / Finance / Village Manager's Office	Existing budget	# Standards/specs updated; % CIP projects climate-aligned
3.4.b	Expand electric vehicle charging stations and energy efficiency upgrades in municipal facilities.	Mid-Term	Public Works / Community Development	Grants; CIP; utility incentives	# Chargers installed; % facility energy savings
3.4.c	Promote household flood readiness, cooling center locations, and volunteer environmental stewardship events.	Short-Term	Village Manager's Office / Public Works	Existing budget	# Events/resources

Priority 4: Access to Care

Item	Strategy	Timing	Lead	Funding	Possible Metrics
4.1.a	Support availability of telehealth services that provide access to general medical care and health navigation.	Short-Term	Village Manager's Office	Existing staff time	% Residents aware of telehealth options
4.1.b	Promote existing public spaces suitable for private telehealth use, such as Village facilities or those of partner agencies.	Short-Term	Village Manager's Office	Existing staff time	# Facilities promoted; # bookings/uses reported
4.1.c	Share telehealth "how-to" resources through the library, schools, and Village channels.	Short-Term	Village Manager's Office	Existing staff time	# Resources distributed; help-desk inquiries resolved
4.2.a	Collaborate with the counties or local transport providers to offer rides for medical appointments.	Short-Term	Village Manager's Office	Existing budget; potential 5310/CMAQ	# Medical rides completed; appointment kept rate
4.2.b	Promote existing volunteer driver programs through nonprofits, faith groups, and county services.	Short-Term	Village Manager's Office	Existing staff time	# Programs promoted; resident referrals made
4.2.c	Share information on transportation assistance such as county ride vouchers and PACE services.	Short-Term	Village Manager's Office	Existing staff time	Pageviews/click-throughs; # inquiries assisted
4.3.a	Maintain and promote links to Kane and McHenry County Health Departments, Mental Health Boards, and other county-managed directories on Village platforms.	Short-Term	Village Manager's Office	Existing staff time	# Link updates/year; pageviews
4.3.b	Use police social worker and front-line staff to connect residents - especially seniors, families, and vulnerable populations - to appropriate services.	Ongoing	Police	Existing budget	# Referrals/year; % completed appointments after referral
4.3.c	Share health resource information through Village newsletters, social media, utility bill inserts, and community events.	Ongoing	Village Manager's Office	Existing staff time	# Campaigns/year; engagement rate

Priority 5: Community Safety & Connectedness

Item	Strategy	Timing	Lead	Funding	Possible Metrics
5.1.a	Continue hosting and promoting Village events that foster resident interaction with police, code enforcement, and other departments (e.g., National Night Out), and collaborate with local organizations and businesses to enhance these events through community partnerships.	Short-Term	Police / Recreation	Existing budget; sponsorships	# Attendees
5.1.b	Incorporate public safety and code compliance booths into Village festivals and gatherings.	Short-Term	Police / Community Development	Existing budget	# Events with booths; # resident inquiries handled
5.1.c	Use Village communications to highlight positive stories of cooperation and compliance successes.	Ongoing	Village Manager's Office	Existing staff time	# Stories/year; social engagement
5.2.a	Deliver safety messaging through Village channels and events, including seasonal tips, property maintenance reminders, and safety alerts from external partners.	Ongoing	Village Manager's Office / Community Development	Existing staff time	# Messages; % voluntary compliance following outreach
5.2.b	Promote Safe Routes to School maps and tips with local schools.	Short-Term	Village Manager's Office	Existing budget; SRTS	# Materials distributed
5.2.c	Share emergency preparedness and property upkeep resources from Kane and McHenry County agencies.	Ongoing	Village Manager's Office / Community Development	Existing staff time	# Resources shared; web page views
5.3.a	Promote volunteer opportunities through park cleanups, beautification projects, community events, and neighbor assistance.	Ongoing	Public Works / Recreation	Existing staff time; donations	# Volunteer hours; # sites improved; # community events
5.3.b	Recognize volunteers and groups that contribute to safety, upkeep, and community connectedness.	Ongoing	Village Manager's Office	Existing staff time	# Recognitions/year; retention of volunteers



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: August 27, 2025

TO: President Sosine and Village Board of Trustees

FROM: Tim Schloneger

SUBJECT: Master Telehealth Services Agreement with Pathways Physicians Texas, PLLC

MD Health Pathways (MDHP) is a healthcare company that partners with municipalities to serve communities. They provide residents unlimited access to high-quality healthcare, regardless of their insurance coverage, through Text-Based Care. Their ‘Access for All’ Program makes their service available by placing a charge on resident’s water bill. Their mission is to improve healthcare access and health outcomes at an individual level while creating positive, transformative impacts for entire communities.

On August 19, 2025, the Village Board held a public hearing where the public was allowed an opportunity to provide comments and ask questions regarding the Telehealth Services Agreement by and between the Village and Pathways Physicians Texas, PLLC.

Access to affordable and timely healthcare remains a persistent challenge for many residents, especially those facing barriers such as lack of transportation, limited insurance coverage, or difficulty securing appointments.

Mental health, chronic disease prevention, and healthcare access have been identified as top community priorities through the McHenry County Department of Health’s Community Health Improvement Plan (CHIP), with a focus on increasing access to primary care and early intervention services.

Through the program, the Village seeks to leverage economies of scale by offering a municipal telehealth program that provides universal access to licensed medical providers for a nominal monthly fee, with no insurance or co-pay required.

Through the program, the Village affirms its commitment to providing resources and education to ensure residents are informed of their options, including the ability to opt out of the service if desired.

RESOLUTION NO. 2025-__

A Resolution Approving the Telehealth Services Agreement between Pathways Physicians Texas, PLLC and the Village of Algonquin

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 Resolution constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, access to affordable and timely healthcare remains a persistent challenge for many residents, especially those facing barriers such as lack of transportation, limited insurance coverage, or difficulty securing appointments; and

WHEREAS, mental health, chronic disease prevention, and healthcare access have been identified as top community priorities through the McHenry County Department of Health's Community Health Improvement Plan (CHIP), with a focus on increasing access to primary care and early intervention services; and

WHEREAS, telehealth services have become a proven and widely adopted method for delivering high-quality, convenient medical care, particularly for underserved populations; and

WHEREAS, data shows that early access to healthcare—including virtual consultations—can reduce emergency room visits, improve chronic condition management, and promote overall well-being; and

WHEREAS, the COVID-19 pandemic highlighted both the necessity and efficacy of virtual healthcare as an essential component of resilient public health infrastructure; and

WHEREAS, the Village of Algonquin recognizes its responsibility to protect and enhance the quality of life for its residents, including supporting initiatives that improve access to health services and promote community well-being; and

WHEREAS, both Kane and McHenry County health plans have access to care as being a top priority and to implement said plans, the Village has prioritized community health through its participation in regional planning efforts and implementation of the CHIP, as well as through park programming, environmental resiliency initiatives, emergency preparedness planning and has further determined that this proposed telehealth program will further aid in the Village's local implementation of that community health initiative; and

WHEREAS, the Village seeks to leverage economies of scale by offering a municipal telehealth program that provides universal access to licensed medical providers for a nominal monthly fee, with no insurance or co-pay required; and

WHEREAS, the Village acknowledges that offering a universal telehealth benefit through a utility-billed model ensures equitable access while providing residents the flexibility to opt out at any time if they choose;

WHEREAS, the Village utilized a competitive bidding purchasing system known as The Interlocal Purchasing System (TIPS) Purchasing Cooperative (Contract No. 250106) to procure the program, and through this process, the Village successfully negotiated more favorable pricing than the standard cooperative contract rate, further enhancing the program's value and cost-effectiveness for participating residents; and

WHEREAS, on August 19, 2025, the Village Board held a public hearing where the public was allowed an opportunity to provide comments and ask questions regarding the Telehealth Services Agreement by and between the Village and Pathways Physicians Texas, PLLC (the "Agreement"), attached hereto as Exhibit A; and

WHEREAS, the Village affirms its commitment to providing resources and education to ensure residents are informed of their options, including the ability to opt out of the service if desired; and

WHEREAS, the Village finds that it is in the best interests of the Village that said Agreement be approved.

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

SECTION 1: The foregoing recitals are, by this reference, fully incorporated into and made a part of this Resolution.

SECTION 2: That the Agreement between the Village and Pathways Physicians Texas, PLLC attached hereto and made a part hereof as Exhibit A, is hereby approved and the Village President and Village Clerk are hereby authorized and directed to execute and attest.

Passed this ____ day of _____, 2025.

(SEAL)
ATTEST:

APPROVED:

Village Clerk Fred Martin

Village President Debby Sosine

Telehealth Services Agreement

This Telehealth Services Agreement (the “Agreement”) is made and entered into as of **[Effective Date]**, by and between **Pathways Physicians Texas, PLLC**, a Texas professional limited liability company (hereinafter “**PPTX**”), and the **Village of Algonquin, Illinois** (hereinafter the “**Village**”). PPTX and the Village may each be referred to as a “Party” and collectively as the “Parties.”

1. Definitions

For purposes of this Agreement, the following capitalized terms have the meanings set forth below. Other terms may be defined in context within this Agreement.

- **“Telehealth Services”** – The remote healthcare services described in this Agreement including virtual medical consultations by licensed physicians or other qualified healthcare professionals via telephone, video, text messaging, or other electronic communication methods.
- **“Telehealth Program”** – The Telehealth Services described in this Agreement that PPTX will provide to Participating Households.
- **“Household”** – A residential or business utility account holder in the Village that is eligible to participate in the Telehealth Program.
- **“Participating Household”** – A Household that has not opted out of the Telehealth Program and is current on its monthly Telehealth Fee and therefore is entitled to receive Telehealth Services under this Agreement. The utility account holder and, if residential, all persons residing in a Participating Household, or if business/commercial, up to ten individuals identified by the account holder, are entitled to receive Telehealth Services.
- **“Telehealth Fee”** – The monthly fee charged by PPTX per Participating Household for participation in the Telehealth Services Program as set forth in Section 5.1.
- **“Initial Term”** – The initial duration of this Agreement as specified in Section 2.1.
- **“CPI”** – The Consumer Price Index for All Urban Consumers (CPI-U) (1982-84 =100) for the Chicago Consolidated Metropolitan Statistical Area, All Items (or, if such index is discontinued or not available, a comparable index mutually agreed by the Parties).
- **“Program Launch Date”** - The first date on which the Village includes the Telehealth Fee charge on utility bills and Participating Households may begin using the Telehealth Services.

2. Term of Agreement

2.1 Initial Term: The term of this Agreement shall commence on the Effective Date and continue for an initial period of three years thereafter, unless earlier terminated in accordance with this Agreement (the “Initial Term”).

2.2 Renewal Terms: Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one-year terms (each a “Renewal Term”). Either Party may prevent renewal by providing written notice of its intent to discontinue the Agreement no less than 90 days prior to the expiration of the current term. Failure by either Party to provide such notice shall result in the Agreement renewing at the end of the current term.

The Parties may confer in good faith regarding modifications to terms for any Renewal Term. Any agreed modifications shall be documented in writing prior to the renewal date. If no modifications are agreed upon, the Agreement shall automatically renew on existing contract terms, except that the Telehealth Fee shall adjust as provided in Section 5.1.

2.3 Transition to Renewal or Expiration: If the Parties are negotiating a renewal or extension but have not formalized it by the end of the Initial Term (or a Renewal Term), the Village may request, and PPTX shall provide, a short-term extension of up to 60 days on the same terms to avoid interruption of service, provided that any such extension beyond 60 days will require mutual agreement. If the Agreement is not renewed or extended, the provisions of Section 6.4 (Effect of Termination) shall apply at expiration.

3. Scope of Services

3.1 Telehealth Services Provided. PPTX shall furnish comprehensive telehealth medical-consultation services (“Telehealth Services”) to all Participating Households in accordance with this Agreement.

3.2 Standard Service Window. Telehealth Services will be routinely available every day, including holidays, from 7:00 a.m. to 10:00 p.m. Central Standard Time (the “Standard Service Window”). PPTX has no obligation to provide Telehealth Services outside the Standard Service Window. The Parties may amend this Agreement to extend coverage to a full 24 / 7 model at mutually agreed pricing and service-level terms.

3.2 Services. During the Standard Service Window, residents of a Participating Household may consult with qualified, Illinois-licensed healthcare providers via secure text/SMS, telephone, video conference, or a designated telehealth platform/application. Telehealth Services include, without limitation:

- On-demand evaluation and advice for non-emergency medical conditions;
- Diagnosis and treatment recommendations for common illnesses and minor injuries (e.g., colds/flu, infections, minor sprains);

- Prescription services when clinically appropriate and lawful, including transmittal to local pharmacies;
- Triage guidance on whether in-person urgent care or emergency services are recommended;
- Answers to health-related questions and early-intervention coaching for chronic-condition management;
- Referrals to specialists or community health resources when an issue is beyond the scope of telehealth or requires follow-up.

3.3 Unlimited Access. PPTX shall provide Participating Households unlimited access to Telehealth Services during the Service Window in exchange for payment of the Participating Household's Telehealth Fee; no per-visit charge or any other charges shall be made to the patient or the Village.

3.4 Licensed Personnel and Standard of Care: PPTX shall ensure that all services are provided by individuals ("Providers") holding the necessary professional licenses and certifications in the State of Illinois. PPTX will provide Telehealth Services in accordance with the prevailing standard of care for telemedicine and all applicable laws and regulations.

3.4.1 PPTX and all Providers shall comply with Illinois telemedicine requirements, maintaining patient privacy and security in accordance with HIPAA and other applicable privacy laws, obtaining any necessary consents for treatment via telehealth, and maintaining thorough medical records of telehealth encounters.

3.4.2 PPTX is solely responsible for the acts and omissions of its physicians and staff and nothing in this Agreement shall be construed to create an employer-employee relationship between the Village and any PPTX personnel.

3.4.3 PPTX will have Providers who are culturally competent and, as needed, able to provide services in languages prevalent in the community, or through translation services if necessary.

3.5 Service-Level Standards. PPTX shall use commercially reasonable efforts to maintain the performance standards set forth in this Agreement and **Exhibit A (Service Level Agreement and Key Performance Indicators)**, which is incorporated herein.

3.5.1 The primary objective metric is Availability / Uptime: the Telehealth Services are expected to remain continuously operational during the Standard Service Window (7 A.M.–10 p.m. CST, seven days a week), except for infrequent, short maintenance windows that PPTX will schedule during historically low-usage periods and, when practicable, announce to the Village in advance.

3.5.2 PPTX will monitor platform performance and promptly correct service degradations. The Parties acknowledge that isolated anomalies may arise (e.g., a brief carrier outage or unexpected surge), but sustained or repeated service interruptions, after notice and a reasonable cure period, may be treated as a breach under Section 6.2.

3.5.3 “Time-to-patient” and response-interval targets shall be as stated in the Service Level Agreement (Exhibits A), or if none, then commercially reasonable and consistent with the prevailing standard of care for telemedicine.

3.6 Reporting and Monitoring: PPTX shall provide the Village with regular reports to facilitate oversight of the Telehealth Program’s success and compliance with service standards. At a minimum, PPTX will provide:

3.6.1 Quarterly Reports: By the 15th of the first month of each quarter commencing, PPTX will deliver a report for the previous quarter detailing: the number of telehealth consultations provided to Participating Households under this Telehealth Program; the number of Participating Households that utilized the service; average and maximum wait/response times; any downtime or service interruptions (with dates and duration); and a summary of any resident feedback or complaints received (with general nature of issue and resolution, but de-identified data and no Protected Health Information).

3.6.2 Annual Reports: Within 30 days after each anniversary of the Telehealth Program Launch Date (and within 30 days after termination or expiration, if applicable), PPTX will provide a comprehensive annual report summarizing the above metrics over the year, identifying trends (e.g., utilization rates, peak usage times, most common consultation types), and including any recommendations for Telehealth Program improvements or adjustments for the Village’s consideration. Reports shall include only anonymized data and shall not include Protected Health Information.

3.6.3 All reports shall be provided in a format reasonably requested by the Village (for example, a written PDF report and an accompanying spreadsheet of key data). Telehealth Program. All usage data will be aggregated and de-identified in compliance with HIPAA. The Village may use the aggregated data for lawful purposes such as public reports to Village Board on Telehealth Program effectiveness. The Parties acknowledge that medical consultations are private. PPTX will not disclose any Protected Health Information (PHI) or personally identifiable patient information to the Village in any reports, beyond what is needed for Telehealth Program administration .

3.7 Telehealth Program Intent, Limitations, and Resident Guidance.

3.7.1 PPTX’s Telehealth Services are intended for non-emergency medical needs and general health guidance. The Telehealth Program is not health insurance and is not a replacement for primary care or emergency services; Telehealth Program is a supplemental benefit to increase access to care. Participating Households are encouraged to maintain any regular health insurance or primary physician relationships they have.

3.7.2 Telehealth Services do not include emergency services. For any medical emergency or conditions requiring immediate hands-on care, PPTX will advise residents to call 9-1-1 or go to the nearest emergency facility. PPTX providers will use professional judgment to direct patients to emergency care or in-person evaluation if symptoms suggest a serious condition (e.g., chest pain, severe shortness of breath, signs of stroke, etc.). Telehealth Services do not include long-term management of chronic diseases beyond telehealth advice and directing patients to appropriate follow-up. Telehealth Services do not cover the cost of prescriptions or external medical services — those remain the patient's responsibility. PPTX's services include helping the patient locate low-cost options or referrals. PPTX will not prescribe any medications that are not legally permissible via telehealth or without an in-person examination when required by law.

3.7.3 PPTX shall ensure that all Village residents, including Participating Households, are aware of the Telehealth Program's intent and limitations and shall provide residents with appropriate and sufficient guidance on such limitations and the use of PPTX's Telehealth Services.

3.8 Changes in Scope of Services: If the Village requests an expansion or significant change to the scope of Telehealth Services (for example, adding mental health tele-counseling or on-site services), or if PPTX proposes service enhancements (like a new telehealth platform feature), the Parties shall discuss such changes in good faith. No such change will be effective unless agreed in writing (e.g., as an amendment or added exhibit). Minor adjustments and improvements that do not materially alter the obligations of either Party (such as adding additional languages support or improving average response times) may be made by PPTX in the ordinary course, with notice to the Village. Any change that could affect the pricing or costs must be mutually agreed to in advance of the change being made.

4. Village's Program Administration

4.1 Billing and Collection of Telehealth Fees: The Village agrees to facilitate Telehealth Program through the billing and collection of the monthly Telehealth Fees from Participating Households in accordance with this Agreement and applicable Village and State requirements.

4.1.1 Commencing with the first utility billing cycle following the Telehealth Program launch date (or the next practicable utility billing cycle) and continuing throughout the Term, the Village will include on each Household's utility bill a separate line item for the Telehealth Program Telehealth Fee provided for in Section 5 of this Agreement.

4.1.2 An explanatory addendum or insert will accompany or be incorporated into the bill, at least for the first billing cycle and periodically as needed, to explain the nature of this charge and provide core information about the Telehealth Program (see example attached as Exhibit C).

4.1.3. Collected Telehealth Fees shall be accounted for separately (for clarity, the Village will track these funds, which will be owed to PPTX, distinct from general utility revenue). The Village will exercise diligent efforts in billing and collecting Telehealth Fees, applying similar practices as it

does for other Village charges (except no service disconnections will occur solely for non-payment of the Telehealth Fee, as described in 4.2).

4.1.4 The Village, at its own expense, is responsible for all systems, programming, and labor to add the Telehealth Services fee to the existing water/utility bill, including initial setup or programming to implement teleservices charge PPTX shall assist the Village by providing any information required by the Village to complete the initial set up and programming. The parties agree that the Village may delay implementation of billing procedures for a reasonable period to ensure operational readiness, provided that such delay is communicated in advance and does not unreasonably hinder the commencement of services.

4.2 Resident Opt-Out Mechanism: Participation in the Telehealth Program is voluntary and a Household may opt-out at any time. The Village agrees to implement and manage an opt-out system which permits a Household to decline to participate in the Telehealth Program have the Telehealth Fee line item removed from the Household's utility bill. Key aspects of the opt-out process include:

4.2.1 Initial Opt-Out Period: Before or at the time the Telehealth Program launches, the Village will notify all Households of the upcoming Telehealth Program and give them a clear opportunity to opt out **before** the first charge appears. The method of notification will be determined by the Village and can include a mailed notice or insert (see example at Exhibit C) and will utilize Village communication channels (website, social media, etc.). The Village will endeavor to provide convenient methods, e.g. opt outing by calling a designated Village phone number, returning a form, or using an online portal. The Village will log each opt-out request Any Household that opts out in advance will not be billed the Telehealth Fee on the first or subsequent utility bills (unless they later opt back in)

4.2.2 Ongoing Opt-Out Rights: After the Telehealth Program begins, a Household may opt out at any time by notifying the Village through the Village-established process. The Village shall remove the Telehealth Fee from that Household's bill starting with the next billing cycle following the opt-out request (allowing for reasonable processing time). If a Household opts out in the middle of a billed period for which they have already paid the Telehealth Fee, the Village will, upon request, provide a pro-rated refund or credit for the unused portion of the service period. Access to Telehealth Services will not be available after the effective opt-out date.

4.2.3 Non-Payment Treated as Opt-Out: Nonpayment by a Household of the Telehealth Fee portion of its utility bill will be deemed the Household's election to opt out of the Program. The Village is not required to undertake collection actions for unpaid Telehealth Fees. If a partial payment is made on a utility bill, the Village's payment application protocols will first satisfy essential utility services and leave the Telehealth Fee unpaid, resulting in an opt-out. The Village will not impose late fees, penalties, or service cut-offs solely for refusal to pay the Telehealth Fee. Instead, the Household simply will be unenrolled (opted-out) for non-payment. The Village will update its records to reflect that status and cease future billing to that account for the Telehealth Fee. If that resident later wishes to rejoin, may request to opt back in, in which case billing would resume in a future cycle.

4.2.4 Data on Participation: The Village shall maintain accurate records of which Households are Participating Households (i.e., have not opted out and continue to pay) and which have opted out (or been deemed opted out for non-payment). The Village will provide PPTX with an updated list (or accessible dataset) on at least a monthly basis identifying all Participating Households, or all opted-out Households, identifying the Participating Households entitled to Telehealth Services. This list may be in the form of address/account numbers or another unique identifier; and may exclude resident names (unless necessary for verification). PPTX will use this information solely for verifying service eligibility and administration of the Telehealth Program. The Village will also notify PPTX of opt-outs equal or greater to 5% of the Village Households or any opt-out campaigns, as that could impact expected service volumes.

4.3 Remittance of Funds to PPTX: The Village's payment obligations to PPTX are set forth in Section 5. In general, the Village will act as a pass-through entity: collecting Telehealth Fees from residents and remitting those collected funds to PPTX on a regular basis (monthly, unless otherwise agreed). The Village shall segregate or account for collected Telehealth Fees such that they are identifiable as funds due to PPTX. Collected amounts shall not be diverted to other Village uses. The Village will prepare a monthly summary of collections and promptly pay PPTX as described in Section 5.3. If the Village anticipates any administrative delays or issues in remitting payment (for example, a software issue delaying calculation of amounts), it will inform PPTX and work to resolve it quickly. The Village shall only remit amounts that have been successfully collected from residents. The Village shall have no obligation to advance, guarantee, or pursue collection of any unpaid Telehealth Fees on behalf of PPTX.

4.4 Promotion and Marketing Support: To assist PPTX in achieving the Telehealth Program's success and high participation rates, the Village agrees to actively inform its residents about the Telehealth Program. The Village's general marketing and outreach plan is detailed in **Exhibit D (Village Marketing)**.

4.4.1 In general, the Village will utilize its communication channels to raise awareness of Telehealth Services among residents. This includes, at minimum: sending periodic informational mailers or bill inserts about the Telehealth Program (e.g., quarterly reminders of the telehealth benefit), posting about the Telehealth Program on the Village's official social media accounts several times per year, including Telehealth Program information in materials provided to new residents (if any), and collaborating with PPTX to present the Telehealth Program at community events or health fairs.

4.4.2 The Village will designate a point of contact or coordinator to work with PPTX's team on marketing efforts, ensuring that messaging is accurate and consistent.

4.4.3 All outreach will convey that the Telehealth Program is an "opt-out" benefit and will highlight the fact that the Telehealth Program provides defined telehealth access for a monthly fee.

4.4.4 Subject to the Village's prior approval, PPTX may use the Village's name and logo in Telehealth Program materials. PPTX's name and service may be featured in Village

communications, in accordance with guidelines either Party may provide (and each Party will obtain approval from the other for any use of the other's logo or trademarks).

4.4.5 Marketing Expenses: Marketing expenses for the activities listed in Exhibit D (such as printing and mailing Village utility inserts) to be borne by the Village shall be those specifically agreed to by the Village in writing. PPTX will bear any costs associated with its own optional marketing efforts or any premium promotional activities not outlined that PPTX elects to do.

4.5 Exclusivity of Program Services: During the Term of this Agreement, the Village shall not enter into any agreement with a third party to provide a similar telehealth subscription service to Village residents that is funded through Village utility billing or a Village-managed opt-out program. PPTX shall be the exclusive provider for any Village-sponsored telehealth program of this nature while this Agreement is in effect. (This does not prevent the Village from participating in or promoting unrelated health initiatives, such as county health programs or hospital partnerships, so long as they are not the same model of providing telehealth-for-all via a utility bill fee.) The Village confirms that it currently has no contracts with other telehealth vendors for a Village-wide program.

4.6 Village Board Authorization: : The Village represents that it has or will obtain all necessary approvals from the Village Board to add the Telehealth Fee to utility bills and enter into this Agreement.

4.7 FOIA; Public Records Request: The Village will handle any requests or other public record inquiries relating to this Agreement or the program in accordance with law, including the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) and Section 11.2 (ensuring PPTX is consulted if any request encompasses PPTX's proprietary information).

5. Compensation and Payment Terms

5.1 Telehealth Fee and Pricing Structure+

5.1.1. Year 1 – 3 Introductory Rate: During the first three years of the program (the Introductory Years), the Telehealth Fee is \$6.00 per Household per month for each Participating Household. This special introductory rate is intended to encourage initial participation.

5.1.2 Year 4 and Beyond Standard Rate: Beginning at the start of the fourth year of the Telehealth Program (month 37 after the Telehealth Program Launch Date) and continuing through the end of the fourth year, and following years, the rate will increase to \$9.00 per Household per month for each Participating Household.

5.1.3 Annual CPI Adjustment (Cap 5%): Beginning with the fifth year of the Telehealth Program and for each year thereafter (including any Renewal Terms), PPTX may adjust the per-Household monthly rate based on inflation as measured by the Consumer Price Index (CPI) for Urban Consumers (1982-84 =100) for the Chicago Consolidated Metropolitan Statistical Area.

Specifically, **at the start of Year 5** (and at the start of each subsequent year on the anniversary of the Telehealth Program Launch Date), the Year 4 base rate of \$9.00 will increase by a percentage equal to the percentage increase in the CPI over the most recent 12-month period for which official CPI data is available. However, any such annual increase shall be capped at 5% of the then-current rate. If the CPI indicates a larger increase, only a 5% increase will be applied for that year. If the CPI change is smaller, the smaller percentage (or no increase) may be applied. PPTX shall give the Village at least 60 days' advance written notice of any CPI-based rate increase, including documentation of the CPI calculation. The adjusted rate will remain in effect until the next annual adjustment or end of the Agreement. CPI adjustments are intended to account for increased costs of providing services due to inflation and regulatory changes; they are not automatic unless CPI has increased. If CPI is flat or negative, the rate would remain the same (no increase), absent mutual agreement for a downward adjustment.

5.1.4 All pricing above is per Household per month. If the Village changes its billing interval to a different periodic basis, the charges can be prorated or structured so that it equates to the same monthly rate. The Village shall not charge or withhold any administrative fees from Telehealth Fees. The full collected amount of the Telehealth Fee is due to PPTX. Change in the Telehealth Fee amount other than the CPI adjustment requires mutual agreement and a formal amendment.

5.2 Payment Based on Collected Telehealth Fees (No Payment for Opt-Outs): PPTX's compensation under this Agreement is expressly limited to the Telehealth Fees actually collected by the Village from Participating Households. The Village shall not be required to pay PPTX for any Household that has opted out or otherwise failed to pay the Telehealth Fee.

5.2.1 PPTX bears the risk of non-collection from residents. If a resident does not pay, PPTX will not receive that Telehealth Fee and, correspondingly, PPTX will not be obligated to provide service to that resident as they are considered to have opted out.

5.2.2 The Village will only remit amounts that it has successfully collected. The Village's obligation to pay is contingent on collection; there is no guarantee to PPTX of any minimum number of participants or amount.

5.2.3 The Village will make commercially reasonable efforts in its billing and collection practices to maximize collection, as described in Section 4, treating the Telehealth Fee like an ordinary line item on the utility bill. If a previously non-paying Household later pays past due Telehealth Fees), the Village will include those recovered funds in the next remittance to PPTX. However, the Household's eligibility for services will be determined by the opt-out rules. Non-payment means the Household was not covered during that period of non-payment.

5.2.4 PPTX acknowledges and agrees that the Village has not made and is not making any promise of a particular participation level or revenue amount; the financial model is enrollment-driven.

5.3 Invoicing and Remittance Procedure: The following process shall apply to the billing and remittance of Telehealth Fees from the Village to PPTX:

5.3.1 Monthly Remittance/Invoice Cycle: On a monthly basis (aligned with the Village's normal billing cycle), the Village will calculate the total Telehealth Fees collected in the preceding period. The Village will provide PPTX with a Monthly Telehealth Fee Report (as noted in Section 4.3) stating the number of Participating Households and total amount of Telehealth Fees collected for that month (or billing cycle), along with any necessary detail (e.g., identification of any partial payments or adjustments). PPTX will then issue an invoice to the Village for that amount, referencing the Village's report. Alternatively, if mutually agreed, the Village's report itself can serve as the basis for payment without a separate PPTX invoice; in such case, the Village will initiate payment of the reported amount within the timeframe below.

5.3.2 Payment Terms: The Village shall remit payment to PPTX for each invoice (or report) within 45 days of receipt of the invoice/report. Payment shall be made via a mutually agreed method, such as ACH electronic transfer to an account designated by PPTX. If the Village identifies any discrepancy or has a good-faith dispute about the invoiced amount, it shall notify PPTX within 15 days after delivery of the invoice, and the Parties will work together to resolve the dispute promptly. The Village will in any event pay the undisputed portion of an invoice within the 45-day period.

5.3.3 Records: Each Party will maintain records of the amounts billed, collected, invoiced, and paid. The Village's records of what was collected shall be controlling in determining the amount due, absent manifest error. PPTX may inspect relevant Village records to verify the figures if needed (subject to audit provisions in Section 11.2). Likewise, the Village can inspect PPTX's invoicing records. Both Parties agree to seek to resolve discrepancies in good faith.

5.3.4 Adjustment for CPI or Rate Changes: If a CPI adjustment or other rate change occurs as described in 5.1, the Village's billing and PPTX's invoicing will reflect the new rates as of the effective date. The Village shall not be responsible for calculating PPTX's invoice; PPTX will ensure its invoice reflects the current approved rate and matches the Village's reported number of participants and collected funds.

5.4 Late Payment and Suspension of Service: The Village shall pay PPTX on time as described above. In the event any **undisputed** payment is not received by PPTX within 45 days after it is due, PPTX will provide written notice to the Village's contract manager or finance department, alerting the Village to the delinquency.

5.4.1 If the Village still has not paid within an additional 30 days after receiving such notice (i.e., 75 days past the original due date), PPTX shall have the right to suspend Telehealth Services under this Agreement until payment is made, upon giving the Village a second written notice (a "Notice of Suspension") at least ten days before the suspension is to take effect. If the Village cures the payment default within that ten-day period, the suspension will not occur.

5.4.2 If the Village does not cure, PPTX may halt services starting on the specified suspension date. During any period of suspension for non-payment, PPTX will have no obligation to provide Telehealth Services to Village residents, and the Village will be responsible for informing residents (if inquiries arise) that the service is temporarily unavailable due to payment issues. PPTX shall

resume services promptly after the Village pays all outstanding undisputed amounts (including any applicable late charges). Additionally, any late payment (beyond 45 days past due) shall accrue interest at an annual rate of 1% calculated from the original due date until the date of payment.

5.4.3 If payment delinquency continues beyond 90 days without satisfactory resolution, such failure to pay shall constitute a material breach by the Village, and PPTX may terminate the Agreement for cause pursuant to Section 6.2(b)..

5.5 Taxes: The Telehealth Fees are considered a fee for services provided to residents and passed through to PPTX; they are not a tax or a Village fee for Village revenue. Each Party is responsible for its own taxes as applicable. PPTX shall be responsible for any taxes based on its income or business operations (including payroll taxes for its employees). The Village, as a Illinois municipal entity, is generally tax-exempt for its purchases and not subject to sales tax. It is not anticipated that sales tax applies to medical services, but if any sales, use, excise, or similar taxes are determined by a competent authority to apply to the amounts paid to PPTX hereunder, PPTX shall be responsible for such taxes (as PPTX is the ultimate recipient of the payment for services). The Village shall not withhold any portion of the Telehealth Fee for taxes unless required by law, in which event the Village shall notify PPTX and cooperate to minimize any such withholding or double-taxation. If any law provides an exemption or exception that can be claimed, the Parties will reasonably cooperate (for example, providing resale or exemption certificates). In no event will either Party be responsible for any taxes of the other Party that are not directly related to this Agreement.

6. Termination

6.1 Termination by Village for Convenience (Without Cause).

6.1.1 The Village may terminate this Agreement for its convenience by delivering at least **60 days' prior written notice** to PPTX specifying the effective date of termination.

6.1.2 Termination for Convenience During Initial Term. If the Village's convenience termination becomes effective before the end of the thirty-six-month Initial Term, the Village shall pay PPTX, as liquidated damages, a one-time termination fee equal to three times the average monthly Telehealth Fees actually collected during the most recent three full calendar months immediately preceding the termination-notice date.

Example: If the Village issues a termination notice in Month 28, and the average monthly Telehealth Fees collected in Months 25-27 were \$52,000, the termination fee would be \$156,000 (3 × \$52,000).

6.1.3 No Fee After Initial Term. If the termination for convenience takes effect at or after the expiration of the Initial Term (for example, during any Renewal Term), no termination fee is owed. The Village must still remit to PPTX all Telehealth Fees collected for services rendered through the termination date.

6.1.4 Liquidated Damages Nature. The Parties acknowledge that actual damages to PPTX resulting from an early convenience termination would be difficult to quantify and that the formula in subsection 6.1.1 represents a reasonable pre-estimate—not a penalty—of PPTX's lost profits and unrecovered start-up costs.

6.1.5 Payment Timing. Any termination fee owed under this Section shall be invoiced by PPTX and paid by the Village within 60 days after the termination effective date, together with any outstanding Telehealth Fees for services rendered up to that date.

6.2 Termination for Cause: Either Party may terminate this Agreement for cause upon a material breach by the other Party, subject to the following provisions:

6.2.1 By the Village (PPTX Breach): If PPTX materially breaches any material obligation under this Agreement, the Village shall provide written notice to PPTX describing the nature of the breach in detail. PPTX shall have 30 days from receipt of such notice to cure the breach to the Village's reasonable satisfaction. If the breach is of a nature that cannot reasonably be cured within 30 days, PPTX may submit a reasonable plan for curing the breach as promptly as practicable, and seek the Village's written consent for an extended cure period (which consent shall not be unreasonably withheld for non-monetary breaches). Failure to meet service level standards as required, significant downtime or unavailability of services, repeated justified complaints from residents about service quality, or any action by PPTX that jeopardizes residents' health or privacy could all constitute material breaches if not promptly remedied. If PPTX fails to cure the breach within the applicable cure period, the Village may terminate this Agreement by delivering a written termination notice to PPTX, with immediate effect or a specified termination date. In a termination for PPTX's breach, the Village shall pay PPTX for any validly collected Telehealth Fees attributable to services provided up to the termination date (to the extent not already paid), but the Village may withhold or offset any amounts reasonably necessary to cover the Village's damages caused by the breach. Termination for breach is without prejudice to any other rights or remedies the Village may have under this Agreement or at law, except those remedies are subject to the limitations and waivers provided herein.

6.2.2 By PPTX (Village Breach): If the Village materially breaches any material obligations under this Agreement, PPTX shall provide written notice to the Village describing the breach in detail. The Village shall have 30 days from receipt of notice to cure the breach. If the breach is of a nature that cannot reasonably be cured within 30 days, the Village may submit a reasonable plan for curing the breach as promptly as practicable and seek PPTX's written consent for an extended cure period (which consent shall not be unreasonably withheld for non-monetary breaches). If the Village does not cure the breach within the cure period, PPTX may terminate this Agreement by written notice, effective immediately or as of a specified date. In such event, the Village shall remain liable to pay PPTX for all Telehealth Fees collected (or due to be collected) for services provided up to the termination date. Termination for breach under this section is without prejudice to any other rights or remedies the Village may have under this Agreement or at law, except those remedies are subject to the limitations and waivers provided herein.

6.2.3 In all cases of alleged breach, the non-breaching Party has a duty to act reasonably and in good faith. If a breach is disputed, the Parties may engage in discussions or mediation to attempt

to resolve the dispute prior to termination if time permits but are not obligated to delay a justified termination beyond the cure period.

6.3 Termination for Change in Law or Regulatory Issues: In addition to termination for cause, either Party may terminate this Agreement upon written notice (with at least 30 days' notice, unless a shorter period is required by law) if a change in applicable law or regulation or a government order makes the continuation of this Agreement impracticable, illegal, or would materially increase the cost of performing the Agreement without a mutually agreeable amendment. This right is further described in Section 10 (Regulatory Changes). In such a case, the Parties shall attempt to negotiate adjustments first. If termination is necessary under this Section 6.3, it shall be considered a no-fault termination. The Village will pay PPTX for any services rendered up to the termination date from collected funds, and each Party will bear its own costs of termination.

6.4 Effect of Termination: Upon any termination or expiration of this Agreement, the Parties shall take the following actions for an orderly wind-down:

6.4.1 Cessation of Services: PPTX will cease providing Telehealth Services to Participating Households as of the effective date of termination/expiration (the "Termination Date"), unless otherwise agreed for a brief extension to ensure a smooth transition. PPTX will ensure that any person contacting the service after the Termination Date is informed that the Telehealth Program is no longer active. If appropriate, PPTX may advise patients to seek alternative care (e.g., refer them to their primary care physician or urgent care) since the Telehealth Services under the Telehealth Program have ceased. The Village agrees to promptly inform residents (through a notice on its website, a message on the final utility bill with the Telehealth Fee charge, or other reasonable means) that the Telehealth Program is ending or has ended as of the Termination Date.

6.4.2 Final Billing and Payments: The Village shall remove the Telehealth Fee charge from all future utility bills after the Termination Date. The Village will still collect any Telehealth Fees that were billed for periods prior to the Termination Date and include them in the final payment to PPTX. The Village shall pay PPTX any remaining amounts due for services provided through the Termination Date. PPTX shall submit a final invoice or reconciliation statement within 30 days after termination, and the Village shall pay that (subject to reconciliation of any last adjustments) in accordance with Section 5.3. The Village will remit any late-arriving payments from residents for pre-termination service periods, or otherwise account to PPTX for all Telehealth Fees collected up to the Termination Date. If the Village collected Telehealth Fees for any period beyond the Termination Date, the Village will refund those amounts to the residents or, if not feasible, remit them to PPTX only if PPTX actually provided any service during that period.

6.4.3 Return of Materials and Information: Each Party shall promptly return or (with permission) destroy any confidential information, proprietary materials, or equipment of the other Party that is in its possession due to the Agreement. For example, PPTX will return or securely destroy any Village-provided data lists, and the Village will return or destroy any PPTX-provided training materials or marketing collateral that is not publicly available. An exception is made for any

information that a Party is required by law to retain (e.g., PPTX's medical records of patient consultations, which by law must be retained for a certain period, and the Village's record of this contract for record-keeping purposes). Any retained information remains subject to the confidentiality obligations of this Agreement (and the BAA for any PHI).

6.4.4 Transition Assistance: Upon the Village's request, PPTX will provide reasonable cooperation to transition residents to any new program or provider (if one is immediately available) or to simply close out the Telehealth Program. This might include providing the Village with a brief summary of utilization or any lessons learned that could be passed to a successor (nothing containing PHI). If the Village desires to start a similar program with a different vendor after termination, PPTX's obligations are limited to cooperation consistent with Section 11.1 (Right to Match and Transition) if applicable.

6.4.5 Survival of Terms: Any provisions of this Agreement which by their nature or expressly are intended to survive termination or expiration (such as indemnification obligations, confidentiality, limitation of liability, and accrued payment obligations) shall survive. Specifically, Sections 5.4 (if payments are late at termination), 5.5, 6.4, 7.4, 8, 9, 11.3, 11.6, 11.8 through 11.12, and all relevant definitions, exhibits, and any other provision that contemplates performance or enforcement after termination, will remain in effect.

6.4.6 No Further Liability: Provided that all amounts due to PPTX have been paid (including any required termination fee) and both Parties have fulfilled their obligations up to the Termination Date, neither Party shall have any further liability to the other under this Agreement following termination or expiration, except for liabilities that had already accrued or for obligations that survive by the terms of this Agreement. Neither Party shall be liable to the other for damages solely by reason of exercising a lawful termination right as provided in this Agreement.

7. INSURANCE

7.1 Maintenance of Insurance. For the duration of this Agreement, PPTX shall, at its own expense, maintain during the Term such categories and amounts of insurance as are customarily carried by prudent tele-healthcare providers operating in Illinois and reasonably necessary to support its obligations under this Agreement, including (without limitation) commercial general liability, cyber liability, professional (medical-malpractice) liability, and—if PPTX has employees—statutory workers' compensation. The commercial general liability policy shall provide coverage for claims arising out of PPTX's operations and the work or services performed under this Agreement. The cyber liability insurance policy shall provide coverage for claims arising out of PPTX's performance of this Agreement, including but not limited to, third-party liability for loss or disclosure of data (electronic or non-electronic), network security failures, unauthorized access or use of data, cyber extortion, and regulatory action expenses, regulatory fines, data restoration, and business interruption. All insurance policies procured or underwritten in connection with this Agreement shall be issued by an insurer or insurers authorized and licensed to do business in the State of Illinois. PPTX will contractually obligate each Provider to maintain the insurance coverage required in this Section 7. Failure by PPTX or any of its Providers to maintain the insurance

required in this Agreement, or to provide the Village with evidence of such coverage is a material breach of this Agreement.

7.2 Evidence of Coverage . PPTX, shall at the start of each year in the Initial Term and any successive Renewal Terms, provide the Village with evidence that the insurance required in this Agreement is in effect. The Village may from time to time for business purposes request, and PPTX shall provide, certificates of insurance showing that the coverages described in § 7.1 and § 7.3 are in force on the date of the request. Acceptance of PPTX's evidence of insurance shall not be construed as the Village's approval of the adequacy of coverage

7.3 Additional-Insured The Village, its officers, and employees (Village insureds) shall be covered as an additional insured on PPTX's commercial general and cyber risk liability policies with respect to liability arising out of work or operations performed by or on behalf of PPTX. on a primary and non-contributory basis. No additional-insured coverage for the Village insureds is required on PPTX's professional-liability or workers'-compensation policies.

7.4 No Expansion of Liability. The existence, type, or amount of insurance carried by PPTX shall not enlarge or modify the limitations of liability contained in Article 9.

7.5 Notice of Cancellation. PPTX will make commercially reasonable efforts to see that its insurers endeavor to give the Village at least 30 days' prior notice (ten days for non-payment of premium) of any cancellation or non-renewal of required coverage. should such insurance be canceled or materially changed without Client's express written consent.

8. Indemnification and Guarantee

8.1 Indemnification by PPTX: To the full extent permitted by Illinois law, PPTX shall indemnify, defend, and hold harmless the City and its officers, elected officials (mayor and council), agents, and employees (collectively, the "City Indemnitees") from and against any and all third-party claims, actions, liabilities, damages, judgments, or expenses (including reasonable attorneys' fees and court costs) asserted against the City Indemnitees that arise out of or result from: (i) any negligent act or omission or willful misconduct of PPTX or its officers, employees, agents, providers, or subcontractors in the performance of this agreement (including in the provision of telehealth services); (ii) any breach of this agreement by PPTX or its officers, employees, agents, providers, or subcontractors, including any breach of its representations, warranties, or covenants (for example, a violation of HIPAA or a confidentiality obligation; or (iii) any actual or alleged infringement of any patent, copyright, trademark, trade secret, or other intellectual property right caused by PPTX's provision of services or materials (such as if PPTX's telehealth platform software infringes a third party's IP). This indemnification obligation includes, but is not limited to, claims for personal injury or death (including medical malpractice claims by program participants) and property damage to the extent caused by negligence or wrongful acts of PPTX or its officers, employees, agents, providers, or subcontractors. However, PPTX's obligations under this section 8.1 shall not apply to the extent any claim or liability is caused by the negligence or willful misconduct of the City or any City Indemnitee.

8.2 Indemnification by the Village: To the full extent allowed by the constitution and laws of the State of Illinois, the City shall indemnify and hold harmless PPTX and its officers, members, managers, employees, and agents (collectively, the "PPTX Indemnitees") from and against any third-party claims, demands, suits, or liabilities (including reasonable attorneys' fees and costs) that arise out of or result from: (i) any claim by a resident, taxpayer, or other third party challenging the legality of the Telehealth Fee billing arrangement or alleging that the City lacked authority to implement the program or charge the; (ii) any claim alleging that the City's actions or omissions in administering the billing, collection, or opt-out process violated a law r;or (iii) the City's gross negligence or willful misconduct in carrying out its obligations under this agreement. Limitations: the City's obligations under this section 8.2 are limited by and subject to Illinois law. The City does not waive any governmental or sovereign immunity by entering this agreement, and nothing herein shall be construed to require the city to indemnify beyond what is permitted by Illinois law or to expend funds not appropriated for this purpose the City's indemnification shall not apply to the extent a claim arises from PPTX's own negligence, breach, or misconduct all indemnification by the City is further conditional upon appropriation of funds and to the extent allowed by law.

8.3 Both Parties shall promptly notify each other upon receiving notice of any claim potentially covered by this Section and shall cooperate in the defense. (Nothing herein shall eliminate or reduce any other legal immunity or defense available to either Party under Illinois law.

9. Limitation of Liability

9.1 Except for the specific indemnity obligations set forth in Section 8.1 and except in the case of PPTX's willful misconduct or fraud, the Parties agree to limit their respective liability to the other under this Agreement as follows:

9.1.1 No Indirect Damages: Neither PPTX nor the Village shall be liable to the other for any consequential, indirect, special, exemplary, or punitive damages or for any loss of profits, loss of revenue, or loss of goodwill, arising out of or related to this Agreement, regardless of whether such damages were foreseeable or a Party was advised of the possibility of such damages. This limitation does not apply to amounts owed to third parties for which a Party is seeking indemnification under Section 8.

9.1.2 Exceptions: Notwithstanding the above, nothing in this Section 9 shall limit or exclude PPTX's liability for any act or omission deemed by a court of competent jurisdiction to constitute willful misconduct, fraud, or intentional violation of law. In addition, to the extent any claims are covered by insurance, the limitations of liability shall not prejudice the Village's right to recover under PPTX's insurance. Likewise, nothing in this Section limits the Village's ability to seek and obtain equitable remedies (such as injunctive relief) to the extent available at law.

9.1.3 Limitation of Village's Liability: The Village's liability to PPTX is limited by the doctrines of sovereign and governmental immunity and by Illinois law (see Section 11.12). The Village does not waive any defenses or limits on liability provided by law. In no event shall the Village be liable

for consequential damages to PPTX, and any Village obligation to pay damages would be subject to statutory limitations and appropriations.

9.2 The provisions of this Section 9 shall survive the expiration or termination of this Agreement. The Parties acknowledge that this limitation of liability represents a fair allocation of risk and is a fundamental part of this Agreement.

10. Regulatory Changes

10.1 In the event that any federal, state, or local law, regulation, ordinance, executive order, or court order is enacted, issued, amended, or interpreted after the Effective Date of this Agreement (“Regulatory Change”) which materially affects the ability of either Party to perform its obligations under this Agreement, or materially increases the costs or burdens of such performance, the affected Party shall promptly notify the other Party in writing of the specific Regulatory Change and its impact on the Agreement. Regulatory Changes include: a new state law prohibiting or restricting municipalities from adding fees to utility bills for services like telehealth; a change in healthcare regulations that significantly raises PPTX’s cost of providing telehealth (such as a requirement for enhanced technology, new licensing fees, or additional personnel); or a change in tax law that imposes new taxes on the Telehealth Fees or payments. Regulatory Change shall also include the initiation of any legal proceeding against the Village asserting that any aspect of the Village’s involvement in the Telehealth Program violates, or is unauthorized by, law.

10.2 Upon such notice, the Parties shall engage in good faith negotiations to amend or adjust the Agreement as necessary to comply with the law or address the increased costs. Possible adjustments include but are not limited to: modifying the Telehealth Program structure or procedures to comply with the law; adjusting the Telehealth Fee or payment terms to offset increased costs due to the Regulatory Change; or other changes to fairly re-balance the economic and operational terms in light of the new situation.

10.3 If the Parties are unable to reach agreement within 60 days of the initial notice of the need for amendment (or sooner if the law requires compliance by an earlier deadline), then either Party shall have the right to terminate this Agreement upon written notice to the other Party. Such termination for Regulatory Change shall be treated as a no-fault termination. PPTX shall be paid for services rendered up to the termination date from the Telehealth Fees collected to the extent permitted by the Regulatory Change.

10.4 During the period between the Regulatory Change notice and the amendment or termination (not to exceed the compliance deadline imposed by law), the Parties shall make reasonable interim adjustments to continue the service in compliance with law.

10.5 Section 10 is not intended to allow termination or price renegotiation for minor changes or normal fluctuations in business.

11. Additional Covenants and Miscellaneous Provisions

11.1 Right of First Refusal and Post-Termination Exclusivity: To the extent allowed by Illinois law, the Village grants PPTX a Right of First Refusal (Right-to-Match) for any continuation or replacement of the Telehealth Services Program for a period of 12 months after the termination or expiration of this Agreement (the “ROFR Period”). This means that if during the ROFR Period the Village decides to initiate or consider a substantially similar telehealth subscription program with another provider (a telehealth program with an opt-out fee for telehealth services included on utility bills), the Village must first offer PPTX the opportunity to provide such services on the same or equivalent terms.

- **Procedure:** If the Village receives a bona fide proposal or intends to solicit proposals from third-party telehealth providers for a program comparable to the Telehealth Program provided under this Agreement, the Village shall notify PPTX in writing, providing the proposed key terms, including non-proprietary financial and service terms. PPTX shall have 30 days from receipt of that notice to evaluate and, if it chooses, deliver to the Village a written notice agreeing to match those terms (financial, scope, and all other terms). If PPTX elects to match the terms within the 30-day period, it will in good faith, negotiate a new agreement with PPTX on those matching terms (with appropriate modifications to reflect any differences in context, as long as they are not less favorable to the Village than the third party’s terms). The Village and PPTX shall endeavor to execute a new contract or amendment formalizing the continued relationship. The Village shall have sole and exclusive discretion to determine whether PPTX’s offer is comparable in all material respects to the terms and benefits proposed by any new third-party provider. This determination shall be final and binding, and may take into account, without limitation, cost, scope of services, quality of care, network access and administrative efficiency.
- **Decline or No Response:** If PPTX notifies the Village that it does not wish to match the terms, or if PPTX fails to respond within the 30-day period, then the Village may proceed to contract with the third-party.

Exceptions: This Section 11.1 shall not apply if this Agreement is terminated for convenience in the Initial Term under Section 6.1.2 or for cause under Section 6.2. In that circumstance, PPTX has no right of first refusal and the Village is not obligated to offer PPTX a right to match. This Section survives termination of the Agreement for the 12-month ROFR Period.

11.2 Audit of Records: PPTX shall maintain complete and accurate books, records, and documents relevant to its performance under this Agreement (including records of service delivery and financial records relating to the Telehealth Fees and costs) in accordance with generally accepted accounting principles and applicable law. The Village (or its authorized representative, such as an auditor or accountant) may request access to and the right to examine these relevant records if the Village has a reasonable good-faith belief that it needs to verify PPTX’s performance or billing under this Agreement. .

11.2.1 If the Village believes cause exists, it shall provide written notice to PPTX outlining the area of inquiry and requesting an audit or inspection of pertinent records. Any such audit shall:

(a) be conducted upon at least ten days' prior notice; (b) occur during PPTX's normal business hours; and (c) be conducted in a manner that does not unreasonably interfere with PPTX's business or operations. The scope of the audit will be limited to records that are material to the Village's stated cause for the audit. Telehealth Fee

11.2.2 PPTX shall reasonably cooperate with any such audit request, providing the Village or its auditor with access to the pertinent records and appropriate staff to explain the records as needed. However, PPTX is not required to expose proprietary or highly confidential information not relevant to the audit, such as trade secrets, source code of software, or information about PPTX's other clients. The Village will have no access to patient medical records (except de-identified aggregate data) to protect patient privacy, and the Village cannot demand access to PPTX's systems except for pulling relevant data reports. If the audit requires PPTX to compile data in a certain format, PPTX will do so if reasonable, or the Parties will mutually agree on a method to extract the needed information.

11.2.3 Each Party shall bear its own costs of any audit. If an audit reveals an overpayment by the Village (for instance, an error in which the Village paid for non-participating households), PPTX shall refund the overpaid amount or credit it against future invoices. If an audit reveals an underpayment (e.g., some collected Telehealth Fees were inadvertently not reported), the Village shall include that in the next payment. If an audit uncovers a material breach by PPTX, the Village may exercise its remedies as provided in this Agreement. All information obtained in an audit shall be kept confidential by the Village to the extent allowed by law and used solely for purposes of contract oversight.

11.3 Confidentiality and Public Information: The Parties anticipate that in the course of performance, each may disclose to the other information that is sensitive or proprietary. **PPTX Confidential Information** may include, for example, trade secrets, technical information about PPTX's telehealth platform, business plans, provider lists, training materials, or pricing structure beyond this contract. **Village Confidential Information** may include non-public personal data of residents (if any is shared) or internal Village plans or reports. Each Party agrees to treat information marked or otherwise clearly identified as confidential (or that should reasonably be understood as confidential by its nature) as confidential, and to not disclose it to any third party except as necessary for performing this Agreement or as required by law. Each Party will use the same degree of care to protect the other's confidential information as it uses to protect its own confidential information of similar importance, but at a minimum shall use reasonable care. Notwithstanding anything to the contrary, the Village's obligations under this Section are subject to the Illinois Freedom of Information Act (5 ILCS 140).

11.3.1 The Parties acknowledge that the Village, as a governmental entity, is subject to Illinois , which may require disclosure of certain documents or records upon request by the public. If a request is made for information that involves PPTX's confidential or proprietary information, the Village will promptly notify PPTX (to the extent allowed by law) and give PPTX an opportunity to assert exceptions to disclosure with the Illinois Attorney General's Office as provided under the law. PPTX must act promptly to provide legal justification for withholding the information. The Village will reasonably cooperate with PPTX, at PPTX's expense, in seeking to protect such

information, but the Village will make the final decision on disclosure as required by law and any Attorney General opinions. Any information that is purely medical records of patients will be withheld under TPIA exceptions for medical privacy and under HIPAA, as applicable.

11.3.2 In addition, the Parties agree to comply with all applicable privacy laws. PPTX, as a healthcare provider, is a covered entity or a business associate under HIPAA. The Village might be considered a sponsor or facilitator of the Telehealth Program and may be a Business Associate if it comes into contact with PHI. To address this, the Parties have included **Exhibit B, a Business Associate Agreement (BAA) or placeholder for a BAA**, which shall govern the use and protection of Protected Health Information. In case of any conflict between the BAA and this section regarding PHI, the BAA provisions shall control.

11.4 The confidentiality obligations in this Section 11.2 shall survive the termination of the Agreement for a period of at least three years, or indefinitely in the case of trade secrets for as long as they remain trade secrets under applicable law. Information that was previously known to a Party without obligation of confidentiality, independently developed, lawfully obtained from a third party, or that becomes public through no breach of this Agreement is not considered confidential. Furthermore, either Party may disclose the terms of this Agreement as needed to enforce its rights or as required by law or legal process (e.g., court order), but if so required, shall seek protective orders or confidential treatment to the extent available.

11.4 Independent Contractor: PPTX's relationship to the Village in the performance of this Agreement is that of an independent contractor. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between PPTX and the Village. Neither Party has the authority to bind the other to any contract or agreement or to incur any obligation or liability on behalf of the other Party, except as expressly provided in this Agreement. PPTX shall be solely responsible for the acts and omissions of its physicians, employees, contractors, and agents. All persons furnished by PPTX to perform work under this Agreement (including the telehealth doctors and staff) are employees or subcontractors of PPTX, and not of the Village. PPTX is responsible for all compensation, benefits, and taxes (including withholding, social security, workers' compensation, and unemployment insurance) for its employees and subcontractors. PPTX shall ensure that all personnel performing services are properly trained and supervised. The manner and means of performing under this Agreement are under the control of PPTX, subject to the terms and standards herein. Should any regulatory body or court deem any personnel of PPTX to be an agent or employee of the Village, PPTX shall indemnify and hold harmless the Village from and against any claims, liabilities, or expenses incurred by the Village as a result of any employment relationship (this is in addition to other indemnities).

11.5 Assignment and Subcontracting: Neither Party may assign or transfer this Agreement (or any of its rights or obligations hereunder) to any third party without the prior written consent of the other Party, except as provided in this Section. Where consent is required, such consent shall not be unreasonably withheld, conditioned, or delayed and attempted assignment without such consent shall be null and void.

11.5.1 PPTX may assign this Agreement, upon written notice to the Village, in the event of a merger, acquisition, or sale of substantially all of PPTX's assets or membership interests to another entity, provided that the successor entity is capable of performing PPTX's obligations and agrees in writing to be bound by the terms of this Agreement. PPTX may freely engage subcontractors or independent contractors (such as a physician network or telehealth platform provider) to assist in delivering the services, provided that PPTX remains fully responsible for the performance of this Agreement and the compliance of any subcontractor with all applicable terms of the Agreement, including but not limited to insurance and confidentiality obligation. PPTX shall notify the Village of any major subcontractor performing key portions of the services. The Village may require such subcontractors to sign a joinder agreeing to relevant contract provisions.

11.5.2 The Village may assign its rights and obligations hereunder to a successor governmental entity in the event of a reorganization or consolidation of the Village or its utility services, or to another agency or public instrumentality that takes over the Telehealth Program, upon notice to PPTX. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns. There are no third-party beneficiaries to this Agreement, except as expressly provided.

11.6 Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought in a state court of competent jurisdiction located in McHenry County, Illinois (or, if federal jurisdiction is applicable, the United States District Court for the Northern District of Illinois, Western Division). Each Party irrevocably submits to the exclusive jurisdiction of such courts and waives any objection based on forum non conveniens or any claim that such forum is improper. The Parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, which shall not apply to this Agreement.

11.7 Notices: All notices, demands, invoices, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given: (a) when personally delivered; (b) on the date delivered by a reputable overnight courier service (e.g., FedEx, UPS) with tracking to the intended recipient's address; or (c) on the third Business Day after (a "Business Day" is any day that is not a Saturday, Sunday or day on which banks in Illinois are closed for business) being sent by United States certified mail, return receipt requested, postage prepaid. Notices shall be sent to the following addresses (or such other address as a Party may designate by written notice to the other):

- **If to the Village:**

Village of Algonquin
Attn: Village Manager's Office
2200 Harnish Dr.
Algonquin, IL 60102

With a copy to: Village Attorney's Office:
Zukowski, Rogers, Flood & McArdle

Attn: Kelly Cahill
50 N Virginia St
Crystal Lake, IL 60014

- **If to PPTX:**

[Name or Title]

Pathways Physicians Texas, PLLC

[Street Address]

Dallas, TX [ZIP]

Email: [optional, for courtesy copies or routine communications]

Either Party may change its notice address by giving notice of the new address in the manner set forth above. Routine operational communications (e.g., day-to-day emails, reports) may be sent via email or other means, but any formal notice of breach, termination, or legal dispute must be delivered in one of the manners described in this Section 11.7 to be effective.

11.8 Entire Agreement: This Agreement, including all Exhibits attached hereto and any documents incorporated by reference, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations, and proposals, whether written or oral, relating to the same subject. The Parties acknowledge that they have not relied on any statement, promise, or representation not expressly contained in this Agreement. Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both the Village and PPTX. No verbal modifications will be recognized. In the event of any conflict between the terms of the main body of this Agreement and any exhibit or attachment, the main body of this Agreement shall prevail unless the exhibit expressly states an intent to override the main body on a specific issue.

11.9 Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, to the extent permitted by law, that provision shall be deemed modified to the minimum extent necessary to make it enforceable or, if modification is not possible, it shall be severed from this Agreement. In that event, the remaining provisions of this Agreement shall continue in full force and effect. The Parties will endeavor in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that, as closely as possible, achieves the original intent of the invalid provision.

11.10 Waiver: The failure of either Party to enforce any right or remedy provided by this Agreement or by law, or to insist upon strict performance of any term or condition of this Agreement, shall not constitute a waiver of that term, condition, right, or remedy. No waiver shall be effective unless it is in writing and signed by the Party granting the waiver. One waiver shall

not be interpreted as a continuing or future waiver of the same or a different provision. Any single or partial exercise of a right or remedy shall not preclude further exercise of that or any other right or remedy.

11.11 No Third-Party Beneficiaries: This Agreement is for the exclusive benefit of the Village and PPTX, and not for the benefit of any third party (including, but not limited to, any resident or Household, or any subcontractor of PPTX, or any employee of the Village). No third party shall have any rights under this Agreement, except as expressly provided. Residents participating in Telehealth Services are not third-party beneficiaries with direct rights to enforce this Agreement; any issues or claims they have against PPTX are outside the scope of this Agreement and shall be handled between the patient and provider under applicable law. The Parties may amend or terminate this Agreement without the consent of any third party.

11.12 Governmental Immunity: Nothing in this Agreement shall be deemed a waiver of the Village's governmental immunity or sovereign immunity or any legal limitations on the Village's liability. This Agreement shall not be construed to create any claim or cause of action against the Village that is not recognized under Illinois law. All privileges and immunities from liability, defenses, or laws limiting the Village's liability are fully retained by the Village.

11.13 Counterparts and Electronic Signatures: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that a signed copy of this Agreement transmitted by facsimile, email (as a scanned PDF), or other electronic means shall be as valid and binding as an original, and either Party may use such a copy as evidence of the execution and delivery of this Agreement. The Parties further consent to the use of electronic signatures, as governed by the Illinois law, to the extent that each Party's laws and policies allow. If requested, the Parties will exchange original signed copies of the Agreement as well.

11.14 Force Majeure

11.14.1 Definition. "Force Majeure Event" means any event or circumstance beyond the reasonable control of the affected Party that, despite the exercise of commercially reasonable diligence, prevents or materially delays that Party's performance of its obligations under this Agreement. Force Majeure Events include, without limitation, tornadoes, hurricanes, floods, fires and other natural disasters; epidemics, pandemics or public-health emergencies; war, terrorism or civil unrest; acts of governmental authority (including mandatory shutdowns or embargoes); widespread power-grid, telecommunications or Internet failure; labor strikes not directed solely at the affected Party; and externally caused cyber-attacks or ransomware incidents that render systems inoperable.

11.14.2 Notice and Suspension. The Party whose performance is affected shall give the other Party written notice as soon as practicable, and in any event within five days, after becoming aware of the Force Majeure Event. Upon such notice the affected obligations are suspended for the duration of the Force Majeure Event, and any deadlines are extended for a period equal to the time lost because of the event.

11.14.3 Mitigation. Each Party shall use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and to resume full performance as soon as feasible.

11.14.4 Extended Force Majeure — Right to Terminate. If a Force Majeure Event continues for 45 consecutive days and still materially prevents either Party's performance, either Party may terminate this Agreement without further liability—except for payment of Telehealth Fees for Telehealth Services actually rendered and for amounts that accrued before the Force Majeure Event—by providing ten days' written notice to the other Party.

11.14.5 Exclusions. To the extent permitted by law, a Force Majeure Event does **not** excuse (1) the Village's obligation to remit Telehealth Fees already collected for services performed before the event, provided that the Village can still perform such obligation without material impairment or (2) either Party's confidentiality, data-security or indemnification obligations that can still be performed without material impairment.

11.14.6 Relationship to Other Remedies. Termination under this Section 11.14 is a **no-fault termination**. Neither Party will otherwise be liable for damages arising solely from its inability to perform during the Force Majeure Event.

11.15 Dispute-Resolution

11.15.1 Step 1 – Notice of Dispute. A Party asserting that a dispute, claim or controversy ("**Dispute**") has arisen under this Agreement shall deliver written notice to the other Party describing the nature of the Dispute in reasonable detail.

11.15.2 Step 2 – Project-Level Conference (10 days). Within ten days after the notice is received, each Party's designated representative shall meet by phone or in person and attempt in good faith to resolve the Dispute.

11.15.3 Step 3 – Senior-Executive Meeting (30 days). If the Dispute is not resolved at the project level, either Party may escalate it by written notice to a senior executive with authority to settle the matter. Within 15 days after such escalation notice, the executives shall confer (in person or by video conference) and endeavor to reach a mutually acceptable resolution. This executive-level negotiation period shall continue for 30 days unless the executives agree to extend it.

11.15.4 Step 4 – Non-binding Mediation (McHenry County). If the Dispute remains unresolved 30 days after executive escalation, the Parties shall submit the matter to non-binding mediation administered by the American Arbitration Association (AAA) or another mediator mutually agreed upon, to be held in McHenry, Illinois. Each Party shall bear its own costs and share the mediator's fee equally. The mediation shall be completed within 45 days after a demand for mediation is filed, unless the Parties agree in writing otherwise.

11.15.5 Binding Arbitration. If after the completion of Steps 1 through 4 of this Section, the Parties' dispute remains unresolved after completion of those procedures, the Parties agree that any claim exceeding \$50,000 shall be resolved through binding arbitration under the Commercial

Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in Chicago, Illinois, before a single arbitrator experienced in municipal contracts and healthcare services. The arbitrator's decision shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction. Each Party shall bear its own costs and attorneys' fees, and the Parties shall share equally the arbitrator's fees and administrative costs of arbitration.

11.15.6 Carve-Outs. Nothing in this section prevents either Party from seeking (i) a temporary restraining order, preliminary injunction or other provisional relief to protect confidentiality, intellectual-property rights or data security pending completion of the dispute-resolution steps.

11.15.7 Effect on Limitations Periods. All applicable statutes of limitation shall be tolled from the date a Dispute notice is delivered under subsection (a) until the earlier of (i) completion of the mediation described in subsection (d) or (ii) written agreement of the Parties that the Dispute has been resolved.

11.15.8 Survival. This § 11.15 survives any termination or expiration of the Agreement and applies to any Dispute arising out of or related to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

Village of Algonquin, Illinois

Pathways Physicians Texas, PLLC

By: _____

By: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____

Exhibit A – Service Level Agreement (SLA) & Key Performance Indicators

Overview: This Exhibit outlines the performance standards and metrics PPTX agrees to meet in providing Telehealth Services, as well as reporting and monitoring mechanisms. These metrics are intended to ensure a high-quality experience for Participating Households and accountability for service delivery. PPTX's performance will be reviewed against these standards regularly by the Village.

1. Service Availability & Responsiveness

- **Availability:** Telehealth Services shall be available to Participating Households 7 A.M. to 10 P.M. CST, 7 days a week, 365 days a year (except in the case of force majeure events as defined in the Agreement or scheduled maintenance as noted below). Residents must be able to request a consultation at any time.
- **Measurement & Reporting:** PPTX will track each request and response time in its system. The Monthly Reports to the Village will include the total number of service requests and response times. It will also highlight any outliers (e.g., calls that waited longer than 15 min.) and provide explanations if available (e.g., unusually high call volume hour, technical issue encountered).
- **Escalation Procedure:** If a resident's request is not responded to within 15 minutes, PPTX will have an internal escalation procedure to ensure the request is addressed promptly. If a doctor has not picked up the case within 15 minutes, the system shall alert a supervisor or send the request to an on-call backup provider. PPTX will keep records of any escalations and their resolution times.
- **Downtime:** PPTX will use commercially reasonable efforts to maintain continuous service availability. Any scheduled maintenance that would make services unavailable (or significantly impaired) for more than 15 minutes shall be communicated to the Village at least 48 hours in advance and, whenever possible, scheduled during very low usage periods (e.g., 3:00 AM on a Sunday). Unscheduled outages or system failures shall be reported to the Village within 24 hours with an explanation of cause and corrective action. PPTX's Monthly Report will note any downtime incidents and their duration.

2. Quality of Service & Clinical Effectiveness

- **Licensure and Credentials:** 100% of providers delivering services must be properly licensed in Illinois and in good standing. PPTX will verify credentials upon onboarding any provider and regularly check for any disciplinary actions. Upon request, PPTX will confirm to the Village that all providers meet this requirement (without disclosing personal data, just a certification of compliance).
- **Clinical Protocols:** PPTX will adhere to evidence-based clinical guidelines for telehealth where applicable. While it's hard to measure clinical accuracy in an SLA, PPTX agrees to conduct periodic peer reviews of a sample of telehealth consultations for quality assurance. If the Village requests general results of such QA reviews, PPTX can share aggregated findings (e.g., "10 charts were reviewed this quarter with no significant deviations found").
- **Patient Satisfaction:** PPTX will strive to achieve high patient (resident) satisfaction with the telehealth service. PPTX will provide a mechanism (such as a follow-up text or email

survey) for residents to rate their experience or provide feedback after consultations. **Target:** Achieve an average satisfaction rating of at least 4 out of 5 (or equivalent positive metric) and address any serious complaints. PPTX will summarize patient feedback in the Annual Report, including any trends or improvements made in response to feedback. (The Village and PPTX may mutually agree on specific survey questions and process.)

- **Follow-Up and Continuity:** If a resident requires follow-up, PPTX will provide clear instructions or schedule a follow-up telehealth check-in as appropriate. The goal is to ensure residents feel their issue was addressed or properly handed off. While difficult to metricize, PPTX will include any notable follow-up efforts in its reports (e.g., “5 patients were advised to get lab tests and we followed up with them two days later to discuss results”).

3. Reporting & Accountability

- **Quarterly Performance Reports:** As noted, PPTX will deliver a quarterly report including at least: number of consultations, response time metrics (average, 95th percentile, % within 10 min), participation numbers (if known to PPTX), any downtime incidents, summary of resident feedback or complaints and resolutions, and any other Village-requested metrics (if feasible).
- **Annual Review Meeting:** At least once per year (for example, around the Telehealth Program anniversary or in coordination with an annual report), PPTX and Village representatives shall have the opportunity to meet (in person or via conference) to review the Telehealth Program’s performance, discuss any issues, and plan for any improvements or changes for the next year. This will include reviewing whether the SLA targets are being met and if any adjustments to resources are needed.
- **Continuous Improvement:** If the Village’s utilization is lower or higher than expected, or if residents express certain needs (e.g., many asking for a certain type of service), PPTX will make adjustments to better serve the community. Likewise, if response times or satisfaction fall short, PPTX will undertake corrective actions (such as adding more on-call providers during peak times or enhancing patient education materials).
- **Billing Accuracy:** PPTX shall invoice only for Participating Households as reported by the Village. Any discrepancies found (billing for someone who opted out, etc.) will be corrected in the next cycle. The Village will similarly ensure its reports to PPTX are accurate to avoid under/over payments.

(End of Exhibit A)

Exhibit B – Business Associate Agreement (HIPAA Terms)

[Note: This Exhibit will be a formal Business Associate Agreement (“BAA”) between the Village (if the Village is a covered entity or acting on behalf of one) and PPTX, to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) and applicable state privacy laws. The full text of the BAA is not included here, but its key provisions will include:

- **Permitted Uses and Disclosures:** Defining how PPTX (as a Business Associate) may use or disclose Protected Health Information (PHI) received from or on behalf of the Village (the Covered Entity) – generally limited to performing the Telehealth Services and as otherwise required by law.
- **Safeguards:** PPTX must implement appropriate administrative, physical, and technical safeguards to protect the privacy and security of PHI, including compliance with the HIPAA Security Rule for electronic PHI
- **Breach Notification:** PPTX must report to the Village any use or disclosure of PHI not provided for by the Agreement (including any “Breach” of Unsecured PHI as defined by HIPAA) without unreasonable delay and in no case later than a specified number of days upon discovery. Such notification will include information about the breach as required by 45 C.F.R. 164.410.
- **Subcontractors:** PPTX must ensure that any subcontractors that create, receive, or transmit PHI on behalf of PPTX agree in writing to the same restrictions and conditions that apply to PPTX under the BAA.
- **Access and Amendment:** To the extent PPTX has PHI in a Designated Record Set, it will provide access to PHI to the Village or the individual, and incorporate amendments to PHI, as required by 45 C.F.R. §§ 164.524 and 164.526. (In the Telehealth Program context, PPTX might maintain its own medical records, so it will handle patient rights directly as a provider; the BAA ensures coordination if needed.)
- **Accounting of Disclosures:** PPTX will document disclosures of PHI and provide an accounting to the Village or the individual upon request, as required by 45 C.F.R. §164.528 (for example, disclosures for public health or law enforcement, but typically telehealth will have minimal such disclosures).
- **Right to Audit and Inspection:** The Village (or Covered Entity) can terminate the BAA if PPTX violates a material term. Also, PPTX agrees to make its internal practices and records relating to PHI available to the U.S. Department of Health and Human Services (HHS) for compliance checks.

- **Return/Destruction of PHI:** Upon termination of the BAA, PPTX will return or destroy all PHI received from the Village, if feasible, or extend protections if destruction is infeasible. (Note: PPTX as a provider may have independent obligations to maintain patient records, so this will be addressed accordingly – likely PHI will be retained by PPTX under continued protections rather than returned to the Village).
- **Miscellaneous:** Definitions aligning with HIPAA (Privacy Rule, Security Rule, Breach, Unsecured PHI, etc.), no third-party beneficiaries (other than HHS rights), and that in case of any conflict between the BAA and the main Agreement, the BAA governs with respect to PHI privacy/security.

The Parties will execute a separate BAA document incorporating these terms. Once executed, that BAA will be attached hereto as Exhibit B and is hereby incorporated by reference. Until then, this placeholder summary indicates the Parties' commitment to enter a BAA as required by law.]

(End of Exhibit B placeholder)

Exhibit C – Form of Utility Bill Addendum (Resident Notice)

(The following is a sample of the notice that will be provided to The Village of Algonquin utility customers regarding the Telehealth Program. This text may be adapted for format, but the core information will be conveyed.)

The Village of Algonquin – New Telehealth Services Program

Access a Medical Provider – For \$6 a Month!

The Village of Algonquin is making available to its residents a **Telehealth Services Program** offered by Pathways Physicians Texas (PPTX). This optional program gives your household **access to medical professionals by phone or video** for common health concerns.

How the Telehealth Program Works:

Beginning [Launch Date], a \$6.00 charge will appear on your monthly Village utility bill labeled “Telehealth Services Program.” This covers **unlimited** telehealth consultations with board-certified doctors through our partner, PPTX. You can call, text, or video chat with a doctor **within the Service Window**. Telehealth Services shall be available to Participating Households 7 A.M. to 10 P.M. CST, 7 days a week, 365 days a year.

There are **no copays or per-call charges, and there is no insurance required**. Doctors can provide medical advice, diagnose many common conditions, and even prescribe medications if needed (sent to your local pharmacy).

What’s Included:

- **Unlimited Telehealth Visits:** Connect with a doctor via phone or video as often as you need within the Telehealth Service Window for everyday illnesses like flu, sinus infections, rashes, upset stomach, and more.
- **No Additional Fees:** You pay only the monthly Telehealth Fee. There is no charge at the time of service. Talk to the doctor as long as needed – one flat rate covers it all.
- **Household Coverage:** The Telehealth Program covers everyone in your household (all family members living at your address up to 10 individuals). One fee per household, not per person.
- **Business/Commercial Coverage:** The Telehealth Program covers the account owner and up to ten individuals identified by the account holder residing or working at the address

receiving the utility service. One fee per business/commercial account, not per person.

Opt-Out Option:

Participation is **voluntary**. If you **do not wish to participate**, you may opt out at any time. To opt out, do one of the following:

- Call the Village at **[Village Utility Department Phone Number]** and say you want to opt out of the Telehealth Program.
- Visit **[Village's Telehealth Program Webpage URL]** and submit the opt-out form online.
- Or visit the Algonquin Utility Customer Service office in person.

If you opt out, the Telehealth Fee will be removed from your bill and your household (or eligible participants associated with business/commercial accounts) will **not** have access to Telehealth Services. There is no penalty to opt out. If you opt out before [Launch Date] (or within the first 30 days of being charged), you will not be billed (or you will receive a full credit if already billed). **Important:** If you do not pay the \$6.00 on your bill, PPTX will treat that as choosing to opt out and you will not have access to the Telehealth Services, and the Village will not include the Telehealth Fee on your utility bill. It's best to contact the Village directly to opt out to avoid any confusion.

If you opt out now but change your mind later, you can opt back in during an open re-enrollment period (to be announced) or by contacting the Village to re-subscribe; the fee would then resume on your utility bill.

PPTX's Statement on Privacy and How to Use the Service:

Using the Telehealth Service is easy and private. Here's what PPTX recommends when you need to speak with a doctor:

1. **Text [Telehealth Text Number]** – Identify yourself as an Algonquin resident in the Telehealth Program and provide your address or enrollment info for verification. (Your information is confidential and only used to verify you're enrolled.)
2. **Consult with a Doctor:** A licensed Illinois physician will promptly speak with you by phone or video. They will ask about your symptoms, medical history, and provide guidance. Everything you discuss is **protected by doctor-patient confidentiality and HIPAA** – the Village does **not** receive details of your medical consult.
3. **Get Treatment:** If it's something that can be handled via telehealth, the doctor will advise a treatment plan. If a prescription is needed, they can send it to your chosen pharmacy. If the issue is more serious and cannot be resolved remotely, the doctor will direct you to in-

person care (such as an urgent care or ER) and can provide a summary of the concern for you to share with that provider.

4. **Follow-Up:** If you have questions after your consult or if symptoms change, you can call back – remember, unlimited access. You may even get a follow-up message from the telehealth team to check on you.

For more information, visit [PTXX's Webpage URL for the Village Telehealth Program].

The Village does NOT have access to your personal health information. The only information the Village receives is aggregated usage statistics (e.g., how many calls this month) to evaluate Telehealth Program success. Individual medical details are strictly between you, the doctors, and PPTX, protected under HIPAA. If you have a medical emergency, do **not** wait for a telehealth call—dial 9-1-1 immediately.

Questions?

- For questions about Telehealth Services or what it can be used for, call **[PPTX Customer Support Number]** or visit **[PPTX Telehealth Program FAQ link]**. They can explain how it works in detail.
- For questions about the billing or opt-out process, contact the Village's Utility Customer Service at **[Utility Dept Number]** or email **[Utility Dept Email]**.
- To learn more, visit **[Village's webpage for Telehealth Program]**, which includes FAQs and, opt-out instructions.

(End of Exhibit C notice)

Exhibit D – Village Preliminary Marketing Plan

To support and grow the Telehealth Program, the Village agrees to undertake the following outreach and marketing efforts (at its own expense) in collaboration with PPTX:

1. **Quarterly Mailers / Bill Inserts:** At least once each quarter, the Village will include a dedicated notice or informational flyer about the Telehealth Program in its utility billing mail-outs (or send a standalone mailer). These will highlight the Telehealth Program's benefits, remind residents of the service availability, and provide instructions on how to access care or opt out. Content for these mailers will be prepared jointly by the Village and PPTX (with PPTX providing any necessary artwork or success stories), and the Village will ensure they are mailed to all residential households.
2. **Social Media Promotion:** The Village will promote the Telehealth Program on its official social media accounts. At minimum, two posts per quarter will be made on platforms such as Facebook (or other platforms the Village commonly uses) to raise awareness of the service.
3. **Utility Account Holder Notice:** The Village will include information about the Telehealth Program in materials provided new utility account holders. The information will explain that the Village is working with PPTX to offer the Telehealth Program and the monthly Telehealth Fee (with opt-out rights) and will provide PPTX's recommendations on how to use the Telehealth Service.
4. **Community Information:** The Village will permit distribution of Telehealth Program literature at Village facilities in brochure racks or bulletin boards, subject to any standard Village guidelines.
5. **Village Website and Media Releases:** The Village will maintain an up-to-date page on its official website dedicated to the Telehealth Program, which will include Telehealth Program details, FAQs, and links or phone numbers for access and opt-out. The Village's communications department will also support the Telehealth Program with periodic media outreach: for example, issuing a press release or news blurb at Telehealth Program launch and on notable milestones in service or major enhancements to the Telehealth Program. The Village may feature the Telehealth Program in its newsletters or e-news (if such communications exist) at least annually to remind residents of this available benefit. The Village's Public Information Office will coordinate with PPTX on any press announcements to ensure accuracy and appropriate messaging.
6. **Funding of Part Time Utility Staff:** PPTX will assist in the funding of a part-time employee to work inside of the Village utility billing office for the first three months of the Telehealth Program launch.

The Village will assist PPTX in making residents are aware of the Telehealth Program. The Village and PPTX will communicate regularly (for instance, via quarterly check-ins) to plan upcoming outreach efforts and share feedback on past initiatives. All marketing materials will adhere to Village branding guidelines and be approved by the Village prior to distribution, and PPTX will promptly provide any information or logos required by the Village to fulfill these commitments.

Notwithstanding anything to the contrary in this Agreement, the Village retains sole and exclusive discretion to determine and approve the Village's specific marketing commitments, including without limitation, as to cost and administrative efficiency.

(End of Exhibit D)



Village of Algonquin

2200 Harnish Drive, Algonquin, IL
(847) 658-2700 | www.algonquin.org

AGENDA ITEM

<u>MEETING TYPE:</u>	Village Board
<u>MEETING DATE:</u>	September 2, 2025
<u>SUBMITTED BY:</u>	Patrick M Knapp, AICP, Director Stephanie Barajas, Planner
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Algonquin Lions Foundation; Wine & Beer Tasting Event, Public Event License – September 6, 2025

ACTION REQUESTED:

Carolyn Williford, on behalf of the Algonquin Lions Foundation, is seeking approval of a public event license for the 12th Annual Algonquin Lions Foundation and Village Vintner Wine & Beer Tasting Event

DISCUSSION:

The Wine & Beer Tasting Event will be held on Saturday, September 6, 2025, from 11:00 a.m. to 3:00 p.m. at the Village Vintner, located at 2380 Esplanade Drive, and in the adjacent Esplanade Commons open space. The open space will be temporarily fenced for the duration of the event and used for raffles. All tastings will occur within the Village Vintner's approved footprint. No alcohol consumption is permitted within the Esplanade Commons open space.

Ms. Williford is also seeking a waiver of the Public Event License Fee of \$50/day.

RECOMMENDATION:

All Village Departments and the Algonquin-Lake in the Hills Fire Protection District (ALFPD) have reviewed this request and recommend approval, subject to the following conditions:

- Alcohol consumption is limited to the footprint of Village Vintner. No alcohol consumption shall occur in the open area of the Esplanade Commons;
- The applicant shall obtain a raffle license from the Village of Algonquin prior to the event date;
- All servers shall be Basset certified;
- Final site and circulation plans are subject to review and approval by Village Staff and Fire as needed;
- 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;
- Public Event License Fees must be paid prior to the event, unless waived by the Village Board;
- 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;
- 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.

ATTACHMENTS:

- Exhibit A – Public Event License Application & Site Plan
- Exhibit B – Draft Permit



3

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) at least 45 days prior to the event.

Please type or print legibly.

Official Name of the Event: ALGONQUIN LIONS Foundation Wine and Beer Tasting Event

Sponsoring Organization:

Name: ALGONQUIN LIONS FOUNDATION Contact Name: CAROLYN Williford
Address: [REDACTED]
City, State, ZIP: [REDACTED], IL 60102
Phone: [REDACTED]

Event Coordinator:

Name: DEBORAH ADAMS / CAROLYN Williford
Home Address: [REDACTED]
City, State, ZIP: [REDACTED]
Phone: [REDACTED]

Event Information:

Describe the Nature of the Event: BEER and Wine Tasting with RAFFLE PRIZE
(TO HELP THE BLIND AND HEARING IMPAIRED)
HELD AT VILLAGE VITNER, ALGONQUIN

New Event _____ Repeat Event X If repeat, will anything be different this year? NO

EXPANDED OUTSIDE AS 2024 - THIS YEAR WILL BE 12TH YEAR - VILLAGE VITNER

Event Address: 2380 ESPLANADE DRIVE, ALGONQUIN

Date(s) and Time(s) of the Event: SEPT 6 2025

Rain Date(s), if applicable: TBA MOVE EVENT IN DOORS

Set-Up Date/Time: AM DAY OF EVENT

Maximum Number of Attendees/Participants Expected: 150 - 200

Admission Fee: Yes X No _____ If Yes, list fee(s) to be charged: \$ 25.00

How will the revenue be used (include donations to non-profit or charitable organizations): PROCEEDS WILL
GO TO CAMP LIONS OF ILLINOIS FOR BLIND AND DEAF YOUTH

Event Website: https

Event Details:

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

Use of temporary Fencing.

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

ESPLANADE PARKING

Will there be a need for road closures? Yes _____ No X If Yes, please explain: _____

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

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

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

Do you wish to serve alcoholic beverages? Yes X No _____

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

VILLAGE VITNER SERVERS

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

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

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.): NO

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

Name of on-site contact during the event (please print): DEBORAH ADAMS / CAROLYN WILLIFORD

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

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

On-site contact's home number: N/A

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.

[REDACTED]
(Signature of Applicant)

8/20/25

Date

Carolyn Williford

Printed Name of Applicant

(LIONS EVENT COORDINATOR)

Indemnification, Waiver and Release

To be signed by all: applicant, sponsor, organizer, promoter and permittee/licensee.

The Permittee/Licensee shall indemnify and hold harmless the Village, its officers, boards, commissions, agents, elected, elected officials, and employees (collectively, "the Village Indemnitees") from any and all costs, demands, expenses, fees and expenses, arising out of: (a) breach or violation by the Permittee/Licensee of any of its certifications, representations, warranties, covenants or agreements in its application and permit/license issued by the Village; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from the negligent performance by or on behalf of the Permittee/Licensee; or (c) any negligent act, activity or omission of permittee or any of its employees, representatives, subcontractors or agents.

The Permittee/Licensee agrees to indemnify, defend and hold harmless the Village Indemnitees against and from any and all losses, claims, demands, causes of action, actions, suits, proceedings, damages, costs and/or liabilities of every kind and nature, whatsoever (including, but not limited to expenses for reasonable legal fees, and disbursements and liabilities assumed by the Village in connection therewith), to persons or property, in any way arising out of or through the acts or omissions of the Permittee/Licensee, its servants, agents or employees, or to which the negligence of the Permittee/Licensee shall in any way contribute.

Permittee/Licensee hereby waives and releases all claims against the Village Indemnitees or arising out of the issuance of a permit to Permittee/Licensee for any and all injuries to persons or damage to property from any cause arising at any time during the event listed herein or the issuance of the Permit/License.

The term "Permittee/Licensee" refers to the applicant, as well as any sponsor, organizer, promoter of the event. Each undersigned represents and warrants that he/she has authority to execute this Indemnification, Waiver and Release Agreement on behalf of the person or entity for which he/she has signed.

Permittee/
Licensee:

ALGONQUIN LIONS FOUNDATION

Circle all
that apply:

☒ Applicant ☐ Sponsor ☐ Organizer ☐ Promoter

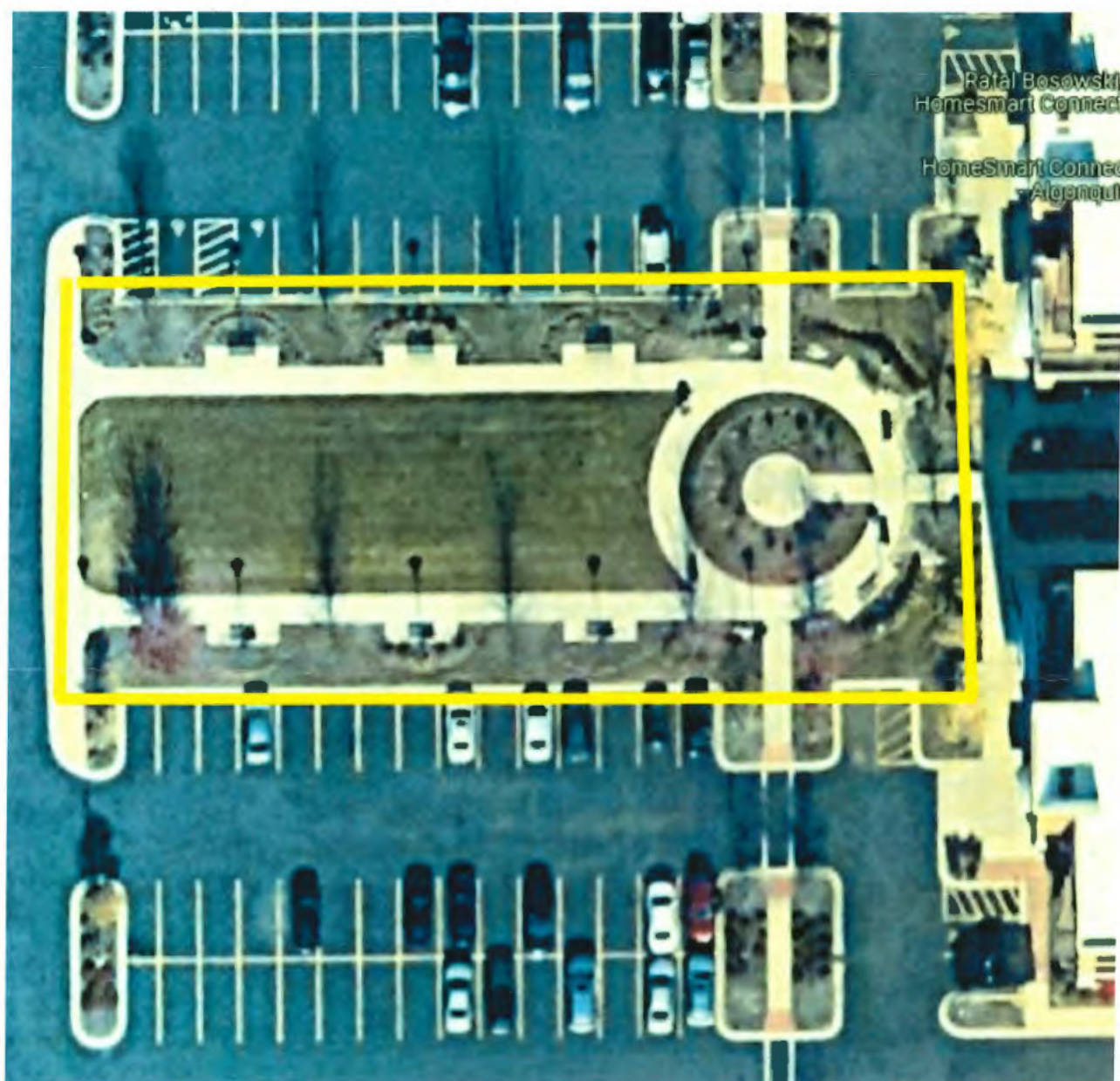
By:

[Redacted Signature] (3RD VP)

Date:

9/20/20

EXHIBIT A





VILLAGE OF ALGONQUIN Public Event License

A Public Event License is hereby issued to:

Algonquin Lions Foundation
Permit #67713

Description of Event: Wine and Beer Tasting Event
Location of Event: Village Vintner and Esplanade Commons open space (2380 Esplanade Drive)
Event Coordinator: Carolyn Williford
Dates of Event: Saturday, September 6, 2025

Conditions of Approval/Additional Requirements:

- Alcohol consumption is limited to the footprint of Village Vintner. No alcohol consumption shall occur in the open area of the Esplanade Commons;
- The applicant shall obtain a raffle license from the Village of Algonquin prior to the event date;
- All servers shall be Basset certified;
- Final site and circulation plans are subject to review and approval by Village Staff and Fire as needed;
- 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;
- Public Event License Fees must be paid prior to the event, unless waived by the Village Board;
- 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;
- 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.

Approved by:

Patrick M Knapp, AICP, Community Development Director
Village of Algonquin

Date: _____

cc: Village Manager
Police Department
Community Development Department

Electrical Fee: \$0

Days: 1

Fee per Day: WAIVED

Total Permit Fee: WAIVED