

**COMMITTEE OF THE WHOLE**  
**May 21, 2024**  
**VILLAGE BOARD ROOM**  
**2200 HARNISH DRIVE, ALGONQUIN**  
**7:45 P.M.**

Trustee Spella – Chairperson  
Trustee Glogowski  
Trustee Dianis  
Trustee Smith  
Trustee Brehmer  
Trustee Auger  
President Sosine

∞ AGENDA ∞

- 1. Roll Call – Establish a Quorum**
- 2. Public Comment – Audience Participation**  
*(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)*
- 3. Community Development**
  - A. Consider a Preliminary Planned Development Plat, Preliminary Plan Development Plan, and a Zoning Map Amendment for the Algonquin Meadows Subdivision
- 4. General Administration**
- 5. Public Works & Safety**
  - A. Consider an Agreement with B&B Holiday Decorating, for the Rental, Installation, and Removal of the 2024 Holiday Decorations on South Main Street
  - B. Consider an Agreement with Utility Service Co. for the Jacobs Water Tower Mixing System Installation
  - C. Consider an Agreement with ME Simpson for the Meter Testing Program
  - D. Consider a Memorandum of Understanding with Northport for the Conveyance of Outlots A and B
- 6. Executive Session (if needed)**
- 7. Other Business**
- 8. Adjournment**



# Village of Algonquin

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

## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	May 21, 2024
<b><u>SUBMITTED BY:</u></b>	Patrick M. Knapp, AICP
<b><u>DEPARTMENT:</u></b>	Community Development Department
<b><u>SUBJECT:</u></b>	Approval of a Preliminary Planned Development Plat, Preliminary Plan Development Plan, and a Zoning Map Amendment for the Algonquin Meadows Subdivision

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### **ACTION REQUESTED:**

CalAtlantic Group Inc, (a Lennar Corporation), the “Petitioner”, applied for approval of a Preliminary Subdivision Plat, a Prelim Planned Development Plan, and a Zoning Map Amendment for the 77.65-acre property located north of Longmeadow Parkway, West of Westfield School, East of Randall Road, and south of Willoughby Farms Phase 3C/Willoughby Farms Park as shown in the Preliminary PUD Plat and PUD Plan as “Algonquin Meadows” referred herein as the “Subject Property”. Proposed site improvements include 249 dwelling units (99 single-family home lots and 150 townhome units), on-site stormwater detention, a conservation corridor, and related infrastructure improvements.

### **PLANNING & ZONING COMMISSION REVIEW:**

The Planning and Zoning Commission reviewed the Request at the April 8, 2024, Planning and Zoning Commission Meeting. Six residents spoke against the project with their main concerns being: increased traffic on local roads, lack of landscape easement behind the existing homes, lack of park site in the Subject Property, wildlife impact, and the impact of the new Westfield access drive.

After discussion, the Planning and Zoning Commission accepted (approved 7-0) staff’s findings as the findings of the Planning and Zoning Commission and recommended approval, as outlined in the staff report for case PZ-2024-01 and subject to staff’s recommended conditions.

### **DISCUSSION:**

The Petitioner submitted revised plans at the beginning of May that incorporated comments from staff, the Planning and Zoning Public Hearing, and the Open House. The notable revisions include:

- Increased landscaping behind proposed lots 17-23. This satisfies part of condition j.

- Adjusting the side lot lines of lots 17 to 23 to align with the existing lots behind these proposed lots. This satisfies part of condition f.
- Increasing the depth of lots 17 to 23.
- Rotating lots 46 and 47 to face Road B instead of Cosman Way. This was a recommendation from the Planning and Zoning Commission.

### **FISCAL IMPACT**

According to a Fiscal Analysis submitted by the Petitioner, the request is forecasted to generate \$385,600 of annual revenue into the Village’s General Fund and \$1,800,000 in annual property tax revenue for School District 300.

The Village of Algonquin and the Petitioner are also in the process of negotiating a Redevelopment Agreement. The project will be subject to standard development fees as outlined in the Village’s Subdivision Regulations.

### **STAFF RECOMMENDATION:**

Staff recommends approval of an Ordinance approving the Preliminary PUD Plat titled “Preliminary Subdivision Plat and P.U.D. for Algonquin Meadows Subdivision”, as prepared by Mackie Consultants, LLC, with the latest revision date of May 1, 2024, approve a Preliminary Planned Unit Development Plan, and approve a Zoning Map Amendment from R-1 to R-2 and R-4, for the Subject Property located North of Longmeadow Parkway, West of Westfield School, East of Randall Road, and South of Willoughby Farms Phase 3C referred to as “Algonquin Meadows,” as outlined in the staff report for case PZ-2024-01, subject to the following conditions and final staff approval:

- a. That site construction, utility installation, and grading shall not commence until a Final Plat and Final PUD Plan have been approved by the Planning and Zoning Commission and the Village Board in substantial conformity to the Preliminary PUD Plan and Preliminary PUD Plat, a Grading Permit has been issued by the Village, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency;
- b. All traffic related to construction shall access the Subject Property from Longmeadow Parkway;
- c. Except for the model dwelling units, no building permits shall be issued until the Subject Property can be accessed from the intersection of Stonegate Road and Longmeadow Parkway;
- d. The Proposed Single Family Home Floorplans & Elevations, as prepared by Lennar, and last revised March 30, 2024. The Traditional Townhome Floorplans and Elevations, as prepared by Lennar, and last revised March 30, 2024. The Urban Townhome Floorplans and Elevations, as prepared by Lennar, last revised March 30, 2024. The Traditional & Urban Townhomes shall increase the front masonry on the first floor, add additional accents to the upper floors,

vary the doorway designs, and add design elements like masonry, push-outs, and bay windows to key side elevations that face a public road;

- e. The Algonquin Meadows, Algonquin, IL – Model Court Sign Plan, as prepared by Lennar, last revised March 6, 2024. There shall be one (1) sign at the northeast corner of Longmeadow Parkway and Stonegate Road advertising the subdivision and there shall only be one (1) sign per model home lot. The sign on the model home lot and parking lot shall conform to the Village’s sign code;
- f. The Preliminary PUD Plat titled “Preliminary Subdivision Plat and P.U.D. for Algonquin Meadows Subdivision”, as prepared by Mackie Consultants, LLC, with the latest revision date of May 1, 2024. Street names are subject to final review and approval by the Public Works Director and the Fire Department. Lots 17-23 shall be adjusted to line up with the existing lot lines to the rear of these lots. If the Petitioner can include this property at the southwest corner of the Subject Project in the Final PUD submittal, staff is supportive of the addition of one (1) single-family home lot to the Final PUD and Plat. The lot would be west of lot 2 and would have a front yard facing Road A. All dwellings shall conform to the underlying zoning except for the front open porches on the initial ranch home construction. The front yard setback of only the front open porch can be reduced to twenty-five feet (25’);
- g. The Preliminary Site Plan Exhibit, as prepared by Mackie Consultants, LLC, and last revised May 2, 2024;
- h. The Proposed Zoning Exhibit titled, “Preliminary Proposed Zoning Exhibit for Algonquin Meadows Subdivision”, as prepared by Mackie Consultants, LLC, and last revised February 26, 2024;
- i. The Preliminary Engineering, as prepared by Mackie Consultants, LLC, and last revised May 2, 2024. The Village, School District 300, and the developer shall agree upon the design of the access drive to Westfield School prior to final approval;
- j. The Preliminary Landscape Plan, as prepared by Gary R. Weber Associates, Inc, and last revised May 3, 2024. If the Petitioner can include the property at the southwest corner of the Subject Project in the Final PUD submittal, staff is supportive of the subdivision identification sign moving closer to Longmeadow Parkway in their Final PUD submittal. The screening shall be increased to the maximum amount possible in the rear of lots 17-23;
- k. A backup Special Service Area shall be required for areas to be maintained by the subdivision's HOA.”



**ATTACHMENTS:**

- Exhibit A. Planning & Zoning Staff Report and Findings of Fact for Case No. PZ-2024-01
- Exhibit B. DRAFT April 8, 2024, Planning & Zoning Commission Minutes
- Exhibit C. ALTA/NSPS Land Title Survey
- Exhibit D. Preliminary Plat
- Exhibit E. Preliminary Site Plan
- Exhibit F. Colored Land Use Plan
- Exhibit G. Proposed Zoning Exhibit
- Exhibit H. Single Family Home Floorplans & Elevations
- Exhibit I. Traditional Townhome Floorplans and Elevations
- Exhibit J. Urban Townhome Floorplans and Elevations
- Exhibit K. Marketing Signs
- Exhibit L. Preliminary Engineering
- Exhibit M. Preliminary Landscape Plan
- Exhibit N. Fiscal Impact Study
- Exhibit O. Traffic Study

STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Patrick M Knapp, AICP  
Deputy Director of Community Development



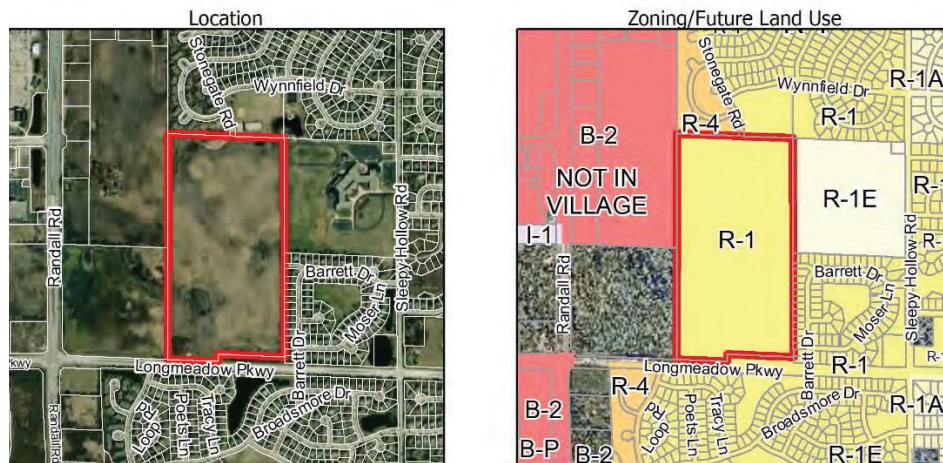
<b>CASE NUMBER:</b>	PZ-2024-01
<b>MEMO DATE:</b>	March, 18, 2024
<b>PUBLIC HEARING DATE:</b>	April 8, 2024
<b>PROPERTY ADDRESS/LOCATION:</b>	North of Longmeadow Parkway, West of Westfield School, East of Randall Road, South of Willoughby Farms Phase 3C
<b>APPLICANT/ PROPERTY OWNER:</b>	John McFarland, CalAtlantic Group, LLC/Lennar Corp / Emo Barbieri, Algonquin Meadows, LLC

**REQUEST SUMMARY**

CalAtlantic Group Inc, (a Lennar Corporation), the “Petitioner”, applied for approval of a Prelim Subdivision Plat, a Prelim PUD Plan, and a Zoning Map Amendment for the 77.65-acre property located north of Longmeadow Parkway, West of Westfield School, East of Randall Road, and south of Willoughby Farms Phase 3C/Willoughby Farms Park as shown in the Preliminary PUD Plat and PUD Plan as “Algonquin Meadows” referred herein as the “Subject Property”. Proposed site improvements include 249 dwelling units (99 single-family home lots and 150 townhome units), on-site stormwater detention, a conservation corridor, and related infrastructure improvements.

**STAFF RECOMMENDATION**

Staff recommends approval of the Petitioner’s request, subject to the conditions and plans listed in the report, as the request conforms to the Village’s Comprehensive Plan and Future Land Use Map.



<b>Existing Zoning:</b>	R-1, One-Family Dwelling	<b>Existing Land Use:</b>	Agriculture, Incorporated
<b>Proposed Zoning:</b>	R-2, One-Family Dwelling R-4, Multiple Family Dwelling	<b>Proposed Land Use:</b>	Single-Family Residential Townhomes
<b>Future Land Use Plan Designation:</b>	Medium Density Suburban Residential, East of Stonegate Road Extension Planned Mixed Use (Predominately Residential), West of Stonegate Road Extension		
<b>Surrounding Zoning &amp; Land Use</b>	<b>North:</b>	R-1 One-Family Dwelling - Single-Family Homes R-4 Multiple Family Dwelling - Townhomes	
	<b>East:</b>	R-1E - School R-1 One-Family Dwelling – Single-Family Homes	
	<b>South:</b>	R-1 One-Family Dwelling - Single-Family Homes	
	<b>West:</b>	F Farming – Agriculture B-2 Business, General Retail - Agriculture	

**DISCUSSION OF STAFF RECOMMENDATION**

**Request and Use of the Subject Property**

CalAtlantic Group Inc, (a Lennar Corporation), the “Petitioner”, applied for approval of a Preliminary Subdivision Plat, a Preliminary Planned Development Plan, and a Zoning Map Amendment for the 77.65-acre property located north of Longmeadow Parkway, West of Westfield School, East of Randall Road, and south of Willoughby Farms Phase 3C/Willoughby Farms Park as shown in the Preliminary PUD Plat and PUD Plan as “Algonquin Meadows” referred herein as the “Subject Property”. Proposed site improvements include 249 dwelling units (99 single-family home lots and 150 townhome units), four (4) naturalized stormwater basins, a conservation corridor, and related improvements including public utilities, public roads, an access point to Westfield School, sidewalks, and multi-use paths.

**Property History**

The Subject Property was annexed as part of Ordinance 2004-O-07 *An Ordinance Annexing the Cosman/Lundstrom Property to the Village of Algonquin (Galleria Center)* and was then rezoned from R-1E to R-1 in Ordinance 2004-O-08 *An Ordinance Granting Zoning Upon Annexation and Approving a Preliminary Planned Development for Certain Property Known as the Cosman/Lundstrom Property (Galleria Center)*.

There has been one (1) previously approved project, Aspen Village, on this Subject Property that was approved in 2007 and expired two (2) years after approval. The Algonquin Colosseum (2018) was also proposed on the Subject Property but was never completely approved.

**Preliminary Subdivision Plat**

The Subject Property currently exists as one parcel (PIN 03-05-300-010) that will be subdivided into ninety-nine (99) single-family home lots, twelve (12) traditional townhome lots, twenty-two (22) urban townhome lots, four (4) naturalized stormwater management areas, two (2) conservation corridors, and nine (9) lots managed by the HOA (homeowners association). The naturalized stormwater management areas and conservation corridors will be dedicated to the village once established and property will be dedicated to the village and Kane County for roadway purposes. In addition, Kane County will be dedicating one (1) acre of an existing stormwater management area to the village to be included in a new naturalized stormwater management area.

Table 1: Breakdown of the Algonquin Meadows Subdivision Land Use

<b>Total Area of Parent Parcel:</b>	<b>77.65 acres</b>	<b>100%</b>
R-2 Residential (99 Lots/99 Dwelling Units):	23.93 acres	30.8%
R-4 Residential (34 Lots/150 Dwelling Units):	6.82 acres	8.8%
Townhome HOA Property:	6.13 acres	7.9%
Other HOA Property:	1.77 acres	2.3%
Conservation Corridors:	3.86 acres	5.0%
Naturalized Stormwater Detention Area:	19.52 acres	25.1%
Dedication of ROW to the Village:	15.25 acres	19.6%
Dedication of ROW to Kane County:	0.27 acres	0.3%
<b>Property Conveyed from Kane County to the Village:</b>	<b>1.04 acres</b>	

\*Note: May not add up due to rounding.

### **Zoning Map Amendment**

The current zoning of the Subject Property is R-1 one-family dwelling. The Petitioner will be rezoning the property to R-2 one-family dwelling on the east side of the Subject Property and R-4 multiple-family dwelling on the west side of the Subject Property. The extension of Stonegate Road will divide the two zoning districts.

#### **R-2 One-Family Dwelling Zoning District**

All proposed single-family dwelling lots meet or exceed the minimum lot area and width of the R-2 zoning district. There will be seven (7) lots (lots 17 – 23) that back up to seven (7) existing lots in Willoughby Farms South Unit 1. The lots in Willoughby Farms are zoned R-1 one-family dwelling zoning district. Of these seven (7) lots on the Subject Property, five (5) of the lots are only five feet (5') narrower and two (2) of the lots are wider than the Willoughby Farms lots. Lots 17 – 23 have also been designed to be deeper to allow for additional rear landscaping. Staff recommends that the side lot lines of lots 17 – 23 be adjusted to line up with the lot line of Willoughby Farms South Unit 1 and the Petitioner has agreed to modify the plan to reflect this recommendation.

Lot 55 on the Subject Property shares a side yard with a lot in Willoughby Farms South Unit 1. However, lot 55 is larger than the neighboring Willoughby Farms lot and was designed to be wider to allow for additional side yard landscaping.

The Petitioner is requesting that one (1) exception to the bulk chart be granted for the initial construction of the ranch model. They are requesting a twenty-five-foot (25') setback for only the open front porch on the ranch. The dwelling and garage would still need to meet the thirty-foot (30') setback. Without this exception, the ranch model would be limited in the number of lots that the ranch could be constructed.

There are HOA lots on the west side of lots 35, 47, and 100. Staff is recommending that these HOA lots be incorporated into the home lots to reduce the amount of required HOA maintenance.

If the Petitioner is able to come to an agreement with the land owner to the west of the property. Staff is supportive of an additional single-family home lot being added to the Final PUD and Plat. The lot would be west of lot 2 and would have a front yard facing Road A.

#### **R-4 Multiple-Family Dwelling Zoning District**

The proposed townhomes will all meet or exceed the setback requirements of the R-4 zoning district. The total acreage of the townhome lots and the townhome HOA lots exceed the required acreage by about half (0.5) an acre.

### **Preliminary PUD Plan & Engineering**

*Note that the segment of Stonegate Road between Longmeadow Parkway and Road A is not included in this Request. This segment is not on the Subject Property and will be submitted and reviewed as a separate submittal or as part of the Final PUD Plan.*

#### **Public Roadways**

The public roadway improvements will include the completion of Stonegate Road through the site, the extension of the existing Cosman Way into this subdivision, extending Road D to the property to the west of the Subject Property, extending Road C to the rear of Westfield School, and three (3) additional public roads which total approximately two (2) miles of new public roadway. Stonegate Road will be designated as a collector street and there will be no driveways off of Stonegate Road. All other streets will be designated as a local road. All public streets will meet the village's standard for the designation which is

a sixty-six foot (66') right-of-way and a pavement back-of-curb to back-of-curb width of thirty-four feet (34') on Stonegate Road and thirty-one feet (31') on the local roads. A thirty-one-foot (31') pavement width allows for parking on both sides of the street. Street lighting is included along the roadway and will be required to meet the Village standards. Traffic control measure locations (stop signs, pedestrian crossing signs) will be shown in the Final Submittal.

### **Parking**

The single-family home driveways in the subdivision will be at least thirty feet (30') long and the townhome driveways will be at least twenty feet (20') long. This will allow for two (2) vehicles to park in the garage and two (2) vehicles to park in the driveway of every dwelling in the subdivision. There is one (1) guest parking space for every ten (10) townhome units provided throughout the townhome area for a total of fifteen (15) guest parking spaces. At least fifty-nine (59) vehicles can park on the street throughout the townhome area during times that the village code permits on-street parking. This equates to 4.1 designated parking spaces per townhome dwelling or 4.5 per townhome if on-street parking is included. The Zoning Code requires at least two (2) parking spaces per dwelling unit.

### **Sidewalks, Multiuse Paths, and Mailboxes**

Sidewalks will be included on both sides of every public roadway and at least two crosswalks will be provided at all "T" intersections. Multiuse paths will be included on the east side of Stonegate Drive, the north side of Road C between Stonegate Road and the school, the south side of Road D west of Stonegate Road, and the developer will be building a multiuse path on the north side of Longmeadow Parkway between Stonegate Road and Barrett Drive. For mail delivery, the Petitioner will work with the local Post Office to determine the location of the CBUs (Cluster Box Units). Note that CBUs are the preference of the Post Office so that mail delivery can be centralized and expedited.

### **Roadway Connection to the School**

The Village, School District 300, and the Petitioner are actively working on an appropriate design for a multiuse path and gated vehicle access drive to Westfield School. Staff is recommending a condition that an agreed-upon design of the access drive be included in the final approval.

### **Stormwater Management & Conservation Corridor**

The Petitioner will be constructing four (4) stormwater management facilities on the Subject Property that total nineteen and a half (19.5) acres. These stormwater areas will be a naturalized wet bottom management area and will be dedicated to the Village of Algonquin for future ongoing maintenance. To improve the quality of the southeast stormwater management facility (lot 910), Kane County will be dedicating an existing stormwater area to the village. The developer will combine this existing stormwater area with the new naturalized area.

A one-hundred-foot (100') wide naturalized conservation corridor will be included along the west property line to protect existing sensitive areas and connect the naturalized stormwater areas. This conservation corridor will also be dedicated to the village once it is established.

### **Utilities**

The developer will be constructing all utilities including water mains, fire hydrants, storm sewers, sanitary sewers, and street lights.



### **Traffic Study Analysis**

A Traffic Impact Study was prepared by KLOA (Kenig, Lindgren, O'Hara, Aboona, Inc.) which analyzed the traffic impacts of the proposed development. KLOA analyzed existing roadway conditions, vehicle trip generation for the proposed development, future traffic conditions, and weekday morning and weekday evening peak hour conditions.

The Traffic Impact Study by KLOA looked at all impacts on intersections that are both directly and indirectly affected. The study determined that there will be three (3) access points for the subdivision, including the primary access location at Stonegate Road and Longmeadow Parkway and secondary access locations at the Stonegate Road extension at the north end of the site and at Cosman Way at the east end of the site.

The Traffic Impact Study looked at future traffic volumes for Longmeadow Parkway and future traffic generation from the subdivision to determine traffic control at the primary access intersection at Longmeadow Parkway and Stonegate Road. A traffic signal warrant study was performed based on future 2032 traffic volumes and concluded that a traffic signal is not warranted at this location. The Village has asked to revise the future 2032 traffic volumes based on CMAP projections and re-run the traffic signal warrant but do not believe the revised projections will change the outcome. Additionally, the Longmeadow Pkwy median will be modified to provide a one hundred and fifty foot (150') exclusive eastbound left-turn lane with a one hundred and eighty foot (180') taper with access to future Stonegate Road. The study also showed that a dedicated westbound right-turn lane will not be required.

The Traffic Impact Study by KLOA found that two-way stop control will be required at the north and south legs of Stonegate Road and Longmeadow Parkway. Per Year 2032 total traffic projections, critical movements at Stonegate Gate Rd and Longmeadow Pkwy are projected to operate at a Level of Service (LOS) C or better during peak hours. As such, this intersection will be adequate to accommodate the traffic generated by the proposed development.

The projected traffic generation via the secondary access points to the east on Cosman Way and to the north on Stonegate Road each have one lane in each direction and adequate capacity. The projected traffic volume generated from the Algonquin Meadows site will add minimal traffic volumes, projecting less than ten (10) vehicles per hour during morning and afternoon peak hours.

### **Preliminary Landscape Plan**

Due to the condition, grading of the site, and overcrowding of the trees on the Subject Property, the developer will need to remove a majority of the trees. These trees are all volunteer trees that have never been maintained and are now in poor health or dead. Not removing the trees poses a risk to structures in the vicinity, especially around the perimeter of the Subject Property. To repopulate the Subject Property with healthy and desirable tree species, trees will be planted at approximately forty-foot (40') intervals along the public roadway and every single-family lot will initially include an ornamental tree, shrubs, and perennials in the front of the dwelling. The HOA areas around the urban townhomes will include shade trees, ornamental trees, shrubs, perennials, and benches. The traditional townhomes will include ornamental trees, shrubs, and perennials.

In areas where the new residential lots will be adjacent to existing residential lots, the developer will be planting evergreen trees in the rear or side yard of each of the new lots to increase the screening between the subdivisions. Three (3) evergreen trees are shown on the preliminary landscaping plan, but the Petition has agreed to increase the number of evergreen trees in their next revision. Note that a landscape easement in this location is not required in the subdivision code and is not recommended by staff. Landscape easements are appropriate in locations that are easily accessible like HOA lots or where side or rear lots are adjacent to roadways, parks, and natural areas.

Landscape easements between residential properties are difficult to enforce, difficult to access, and difficult to maintain. A landscape easement may also prevent access to underground utilities and negatively impact stormwater runoff.

The stormwater management areas and the conservation corridor will be naturalized and dedicated to the Village after three years of successful upkeep. The developer will plant these areas with the appropriate native seed mixes that will enhance the natural habitat. A wooden split rail fence will be constructed around all naturalized areas to protect the integrity of the naturalized area and plantings.

Staff directed the Petitioner to not include a public park in this development. Instead, staff has requested that the Petitioner provide a fee in lieu. These fees will be used to improve the existing Willoughby Farms Park just north of the Subject Property and easily accessible from the Subject Property by a new multiuse path. Staff estimates that the fee in lieu will be over one million dollars. The Village plans to begin planning the upgrades for Willoughby Farms Park at the end of 2025 with construction beginning as soon as 2027.

### **Subdivision Identification Sign**

On the east side of Stonegate Road near Longmeadow Parkway, a six-foot (6') tall by sixteen-and-a-half foot (16.5') wide stone monument sign is proposed. The actual signable area is twenty-five and a half (25.5) square feet and only reads the name of the subdivision. The sign exceeds the allowable height by one foot (1') and exceeds the allowable square footage by fifty-four and a half (54.5) square feet. The monument sign is proposed to be decorated with stone veneer and will feature a precast concrete sign panel with black lettering and a precast concrete cap. The appropriate amount of landscaping will be provided around the monument sign.

The Petitioner is working with the ownership group at the southwest corner of the Subject Property. If the Petitioner can include this property in the Final PUD submittal, staff is supportive of the Petitioner moving the subdivision identification sign closer to Longmeadow Parkway in their Final PUD submittal.

### **Preliminary Home Elevations**

#### **Single Family Homes**

The Petitioner has included six (6) different model homes – Adams, Biscayne, Bryce, Rainer, Santa Rosa, and Sequoia. There are four (4) elevations included for each model – F, G, H, and K. These are the home models and similar elevations that were approved at Westview Crossing. The square footage of the homes ranges from 2,148 square feet (Adams Model) to 3,237 square feet (Sequoia Model) and will include 3 or 4 bedrooms depending on the home model. To achieve a variety of home types and avoid monotony, the Petitioner is proposing that a minimum of 20% of all homes be built with the G or H elevation.

#### **Traditional Townhomes**

The Traditional Townhomes will be located around the periphery of the townhome portion of the development. The Traditional Townhomes include front-loaded garages and include a patio in the rear that faces a natural area. The Petitioner has included three (3) different models – Charlotte, Darcy, and Marianne. The square footage of the townhomes ranges from 1,717 square feet (Darcy Model) to 1,840 square feet (Charlotte Model) and will include 3 bedrooms. Staff is proposing a condition to increase the front masonry on the first floor, add additional accents to the second floor, vary the doorway designs, and add design elements like masonry, pushouts, and bay windows to key side elevations that face a public road.

### **Urban Townhomes**

The Urban Townhomes will be located in the center of the townhome portion of the development. The Urban Townhomes include rear-loaded garages and include a second-floor porch in the rear. The Petitioner has included three (3) different models – Amherst, Chatham, and Chelsea. The square footage of the townhomes ranges from 1,764 square feet (Amherst Model) to 2,079 square feet (Chelsea Model) and will include 3 bedrooms. Staff is proposing a condition to add additional accents to the upper floors, vary the doorway designs, and add design elements like masonry, pushouts, and bay windows to key side elevations that face a public road.

### **All models will include**

- 30-year architectural shingles
- Maintenance-free aluminum soffit, fascia, and gutter
- .044 inch premium grade vinyl siding with double 5 exposure with multiple color options
- Full-thickness face brick on front elevations
- Cultured Stone on front elevations
- 4” window surrounds and/or shutters at front elevations
- Front elevations supplemented by dormers, porch columns, pillars, and decorative garage doors
- Corbeling, brackets, decorative gable vents, shakes, and battens
- In-glass window grills on front, side, and rear elevations
- Standard two-car garages. A three-car garage is an available option in four of the single-family models.

### **School Impact**

The Fiscal Analysis provided by the Petitioner estimates that the entire development will generate one hundred and forty-three (143) new students to the school district (ages K-12). Staff modeling estimates one hundred and fifty-five (155) new students with seventy-six (76) elementary students, thirty-seven (37) junior high students, and forty-two (42) high school students. The school district has reviewed this information and responded that the district has not initiated any discussions regarding boundary changes and any necessary adjustments are made through transparent discussions if the need arises. The school district and the village do meet regularly to discuss potential development and the school district is well aware that the Subject Property has long been designated as residential in all of their capacity planning efforts.

### **Phasing Plan**

The Petitioner is proposing the plat the entire subdivision at one time, but to develop the subdivision in two phases. The first phase is the south end of the site and the second phase is the north end of the site.

### **Next Steps**

This request will be discussed at the Committee of the Whole and will then go to the Village Board for preliminary approval. The request will then need to be resubmitted for final approval and conform to the plans and conditions approved by the Village Board.

## **FINDINGS OF FACT**

The Planning and Zoning Commission shall review the Standards & Findings of Fact outlined in Exhibit “A” and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission should use the Findings of Fact to guide their recommendation to the Village Board on the petitioner’s request.



**STAFF RECOMMENDATION**


Staff recommends approval of the Preliminary PUD Plat, a Preliminary Planned Development Plan, and a Zoning Map Amendment from R-1 to R-2 and R-4, consistent with the findings of fact outlined above, and subject to the plans and conditions listed below. Based on these findings, staff recommends that the Planning and Zoning Commission make a motion to adopt staff’s findings as the findings of the Planning and Zoning Commission and recommend **approval** of the following motion:

1. “To adopt Staff’s findings of fact as the findings of the Planning & Zoning Commission and to recommend approval Preliminary PUD Plat titled “Preliminary Subdivision Plat and P.U.D. for Algonquin Meadows Subdivision”, as prepared by Mackie Consultants, LLC, with the latest revision date of February 20, 2024, approve a Preliminary Planned Unit Development Plan, and approve a Zoning Map Amendment from R-1 to R-2 and R-4, for the Subject Property located North of Longmeadow Parkway, West of Westfield School, East of Randall Road, and South of Willoughby Farms Phase 3C referred to as “Algonquin Meadows,” as outlined in the staff report for case PZ-2024-01, subject to the following conditions and final staff approval:
  - a. That site construction, utility installation, and grading shall not commence until a Final Plat and Final PUD Plan have been approved by the Planning and Zoning Commission and the Village Board in substantial conformity to the Preliminary PUD Plan and Preliminary PUD Plat, a Grading Permit has been issued by the Village, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency;
  - b. All traffic related to construction shall access the Subject Property from Longmeadow Parkway;
  - c. Except for the model dwelling units, no building permits shall be issued until the Subject Property can be accessed from the intersection of Stonegate Road and Longmeadow Parkway;
  - d. The Proposed Single Family Home Floorplans & Elevations, as prepared by Lennar. The Traditional Townhome Floorplans and Elevations, as prepared by Lennar. The Urban Townhome Floorplans and Elevations, as prepared by Lennar. The Traditional & Urban Townhomes shall increase the front masonry on the first floor, add additional accents to the upper floors, vary the doorway designs, and add design elements like masonry, push-outs, and bay windows to key side elevations that face a public road;
  - e. The Algonquin Meadows, Algonquin, IL – Model Court Sign Plan, as prepared by Lennar, and last revised March 6, 2024. There shall be one (1) sign at the northeast corner of Longmeadow Parkway and Stonegate Road advertising the subdivision and there shall only be one (1) sign per model home lot. The sign on the model home lot and parking lot shall conform to the Village’s sign code;
  - f. The Preliminary PUD Plat titled “Preliminary Subdivision Plat and P.U.D. for Algonquin Meadows Subdivision”, as prepared by Mackie Consultants, LLC, with the latest revision date of February 20, 2024. Street names are subject to final review and approval by the Public Works Director and the Fire Department. Lots 17-23 shall be adjusted to line up with the existing lot lines to the rear of these lots. If the Petitioner can include this property at the southwest corner of the Subject Project in the Final PUD submittal, staff is supportive of the addition of one (1) single-family home lot to the Final PUD and Plat. The lot would be west of lot 2 and would have a front yard facing Road A. All dwellings shall conform to the underlying zoning except for the front open porches on the initial ranch home construction. The front yard setback of only the front open porch can be reduced to twenty-five feet (25’);

- g. The Preliminary Site Plan Exhibit, as prepared by Mackie Consultants, LLC, and last revised February 26, 2024;
- h. The Proposed Zoning Exhibit titled, “Preliminary Proposed Zoning Exhibit for Algonquin Meadows Subdivision”, as prepared by Mackie Consultants, LLC, and last revised February 26, 2024;
- i. The Preliminary Engineering, as prepared by Mackie Consultants, LLC, and last revised February 26, 2024. The Village, School District 300, and the developer shall agree upon the design of the access drive to Westfield School prior to final approval;
- j. The Preliminary Landscape Plan, as prepared by Gary R. Weber Associates, Inc, and last revised February 26, 2024. If the Petitioner can include the property at the southwest corner of the Subject Project in the Final PUD submittal, staff is supportive of the subdivision identification sign moving closer to Longmeadow Parkway in their Final PUD submittal. The screening shall be increased to the maximum amount possible in the rear of lots 17-23;
- k. A backup Special Service Area shall be required for areas to be maintained by the subdivision's HOA.”

Staff is proposing a condition to

I concur:



Patrick M Knapp, AICP  
Deputy Director/Acting Director of Community Development

**Attachments:**

- Exhibit A. Standards & Findings of Fact
- Exhibit B. ALTA/NSPS Land Title Survey
- Exhibit C. Preliminary Plat
- Exhibit D. Preliminary Site Plan
- Exhibit E. Colored Land Use Plan
- Exhibit F. Proposed Zoning Exhibit
- Exhibit G. Single Family Home Floorplans & Elevations
- Exhibit H. Traditional Townhome Floorplans and Elevations
- Exhibit I. Urban Townhome Floorplans and Elevations
- Exhibit J. Marketing Signs
- Exhibit K. Preliminary Landscape Plan
- Exhibit L. Traffic Study

**EXHIBIT A – STANDARDS & FINDINGS OF FACT**

**Planned Development Standards** – Section 21.11.E of the Algonquin Zoning Ordinance provides that a Planned Development shall conform to the following requirements:

1. The number of dwelling units erected shall not exceed the number permitted by the regulations of the district in which it is located, except in cluster developments where a density bonus may be granted as part of the planned development.
2. If a building is permitted to exceed the height limit of the district in which it is located, the yards and open spaces around such building shall be increased by an amount equal to the height that the building exceeds the height limit of the district measured in feet.
3. If more intensive uses are permitted than are allowed by the district regulations, there must be clear evidence that such uses are appropriate, provided the Planning and Zoning Commission finds:
  - a. That the use permitted by such exceptions is necessary or desirable and is appropriate with respect to the primary purpose of the development;
  - b. That the uses permitted by such exception are not of such a nature or so located as to exercise a detrimental influence on the development nor on the surrounding neighborhood;
  - c. That, in an industrial development, such additional uses allowed by exception shall conform to the performance standards of the district in which the development is located as set forth in Section 21.4 herein;
  - d. That the use exceptions allowed are on file in the Community Development Department;
4. The amount of off-street parking must be adequate to serve the needs of the projects. The Planning and Zoning Commission and Village Board may require more or less off-street parking than is otherwise required by this Chapter if it is determined the use(s) warrants the deviation.
5. If any open space or recreational facility is to be used solely by the residents of the project, adequate provisions shall be made for assessments against the property within the project so that such facilities can be properly improved, maintained, and operated.
6. All residential planned developments that involve annexation shall include clearly identifiable community-wide benefit improvements to the Village. Benefits may include the following, but shall not be limited to those listed: expansion of Village infrastructure that can serve other parts of the community; creation of a community park; dedication of right-of-way or construction of a collector road; and component of a larger mixed-use development that includes commercial uses. The larger the residential unit count, the larger the community-wide benefit improvements.
7. All commercial planned developments that include lots fronting on any major collector or arterial roadway shall provide landscaped open space between each building and parking lot. Said landscaped area shall include combinations of trees, shrubs, and seasonal plantings that shall be planted on top of earthen berms. The appropriate land area, height of the berm, and exact plant material specifications shall be reviewed and approved by the Village Board as part of the final planned development review process.

**Petitioner Response:**

See attached

**Staff Response:**

The density of the single-family homes and the townhomes conform to the Zoning Code Bulk Chart for the proposed zoning districts. The only exception that the Petitioner is seeking is that the open porches of the initial construction of the ranch models have a 25' setback rather than the 30' setback that the rest of the dwelling and garage will be required to meet. The parking for both the townhomes and single-family homes exceeds the Zoning Code requirement of 2 parking spaces per dwelling unit. Instead of donating

land for a park, the Petitioner will be contributing funds to redevelop and update a regional public park. All stormwater management areas, utilities, and roadways will meet the Village code and guidelines. The Developer will also complete the missing link of Stonegate Road.

**Zoning Map Amendment Standards** – Without specific standards in the Village’s Zoning Code, the standard in Illinois is to rely on the “LaSalle Factors” and also factors from the Sinclair Pipeline Company vs. Village of Richton Park.

1. Will the rezoning of the Subject Property negatively impact the existing uses or zoning of nearby property? The amendment, if granted, will not alter the essential character of the neighborhood and will not be a substantial detriment to adjacent property.
2. To what extent do the current zoning restrictions diminish the property value of the Subject Property and nearby property? The property cannot yield a reasonable return if permitted to be used only under the conditions allowed under the existing zoning classification.
3. To what extent does the rezoning promote the health, safety, morals, and general welfare of the public. The amendment promotes the public health, safety, comfort, convenience and general welfare.
4. What is the suitability of the Subject Property for the zoned purposes? The requested zoning classification permits uses which are more suitable than the uses permitted under the existing zoning classification.
5. What is the relative gain to the public as compared to the hardship imposed upon the individual property owner? The subject property has not been utilized under the existing zoning classification for a substantial period of time.
6. Does the proposed development on the Subject Property comply with the policies and official land use plan and other official plans of the Village? The amendment complies with the policies and official land use plan and other official plans of the Village.

**Petitioner Response:**

See Attached

**Staff Response:**

The density of the single-family homes and the townhomes conform to the Zoning Code Bulk Chart for the proposed zoning districts. The only exception that the Petitioner is seeking is that the open porches of the initial construction of the ranch models have a 25’ setback rather than the 30’ setback that the rest of the dwelling and garage will be required to meet. The change in zoning of the single-family home lots from R-1 to R-2 will not negatively impact the health, safety, morals, and general welfare of the public because the Petitioner’s proposed lots that are adjacent to existing R-1 will meet the requirements of the R-1 Zoning. Overall, the average lot size for all single-family homes exceeds the minimum size for R-1 Zoning.





**Proposed Algonquin Meadows Development  
Response to Standards  
1/11/2024**

**Planned Development Standards**

- The number of dwelling units proposed is consistent with the R-2 and R-4 zoning districts. The R-2 and R-4 zoning district standards have been applied to the proposed land plan / PUD design.
- Building Separations and heights meet the R-2 and R-4 zoning standards.
- The intensity and land uses of the proposed development are consistent with what has been contemplated for the property for over twenty years.
- Two-car garage space parking and two-car driveway space parking is provided for all homes. In addition, 15 off-street parking spaces have been provided in the R-4 townhome area.
- An HOA will be established to maintain common open space within the development.
- A 1.7 - acre annexation is associated with the proposed development and involves an adjacent property owner. This annexation will facilitate the connection of Stonegate Road south of Longmeadow Parkway. This will complete the full connection of Stonegate Road collector from the south to north areas of the Village.

**Special Use Standard**

- A special use permit is not being requested.

**Zoning Map Amendment (Rezoning) Standards.**

- A rezoning to the R-2 PUD for the single-family detached area of the property and R-4 PUD for the attached single-family area consistent with the original R-1 PUD contemplated for the property when the property was annexed 20 years ago. By utilizing the R-2 and R-4 standards, consistent and already established guidelines can be utilized for land planning purposes.

**Variation Standards**

- We have tried our best to design the proposed development to the R-2 and R-4 zoning standards. Subject to village staff review, the only variation request we are asking for is to decrease the front yard building set back from 30' to 25' in the R-2 PUD area. An alternative to this would be to retain the 30' front yard building set back and permit an open front porch (with roof) to encroach into the front yard set back by up to 5'. No other element of the front elevation of the home would be permitted to encroach.

**Lennar Corporation  
John McFarland  
Entitlements Manager**



# Village of Algonquin

COMMUNITY DEVELOPMENT DEPARTMENT

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

## PLANNING AND ZONING COMMISSION MINUTES

APRIL 8, 2024

### Roll Call - Establish Quorum

Chair Patrician called the meeting to order at 7:01 pm.

Deputy Director Patrick Knapp called the roll to check attendance.

All seven commissioners were present and could hear and be heard:

- Chair Patrician
- Commissioner Kennealy
- Commissioner Laipert
- Commissioner Neuhalfen
- Commissioner Rasek
- Commissioner Sturznickel
- Commissioner Szpekowski

Members absent: None

Staff Present: Deputy Director Patrick Knapp and Attorney Brandy Quance

### Public Comment

Chair Patrician asked for public comments. No one from the public commented.

### Approval of Minutes

Chair Patrician asked for approval of the March 11, 2024, Planning and Zoning Commission minutes. A motion was made by Commissioner Rasek and seconded by Commissioner Laipert to approve the minutes. The motion was approved with a 7-0 vote.

Chair Patrician asked for approval to swap agenda items 4 and 5 because the Petitioner for PZ-2024-06 was running late to the meeting. A motion was made by Commissioner Szpekowski and seconded by Commissioner Neuhalfen. The motion was approved with a 7-0 vote.

**Case Number PZ-2024-01 – Consideration of a Request to Approve a Preliminary Planned Development Plat, a Preliminary Planned Development, and a Zoning Map Amendment from R-1 One-Family Dwelling to R-2 One-Family Dwelling and R-4 Multiple-Family Dwelling**

Deputy Director Patrick Knapp confirmed that the Public Notice requirement was fulfilled.

John McFarland, the Petitioner, gave a PowerPoint presentation to the Planning & Zoning Commission requesting preliminary approval of Algonquin Meadows.

Deputy Director Patrick Knapp gave a digital presentation to the Planning & Zoning Commission stating that Staff supports the request with the conditions outlined in the Staff Report.

Commissioner Kennealy asked about the parcel at the southwest corner that is not currently part of the Request. The Petitioner responded that they are in talks with the landowner. The Commissioner then asked about a note that the village requested a revision in the Traffic Study. Cliff Ganek, Village Engineer, responded that even with the revisions a traffic signal is not warranted at Stonegate Road and Longmeadow Parkway. The Commissioner asked if the village would immediately take over the stormwater management areas. Mr. Ganek responded that the developer would install the areas and the village would take the areas after a 3-year maintenance period. The Commissioner asked for clarification on staff's comments about removing the 3 small HOA lots. Mr. Knapp responded that staff recommends that the 3 small HOA lots be combined with the adjacent home lots to reduce the amount of property the HOA maintains.

Commission Szpekowski asked if any additional buildings would be placed in the open space areas. The Petitioner responded that the open space would not include any buildings. The Commissioner then requested that lots 46 and 47 be rotated and face east instead of north. The Petitioner responded that they would look into rotating the lots. The Commissioner then responded that they liked the evergreen trees behind the existing home lots. The Petitioner responded that they will work to make sure they are planted to the maximum extent.

Commissioner Rasek asked for roadway access clarification, specifically to Randall. Mr. Knapp responded that a road in this development would extend west and connect to the frontage road at the Enclave. The Commissioner then asked about the new trees planted behind the existing homes. The Petitioner added that the trees will start as 6' spruce trees and that they will take time to grow, but will be tall trees once fully grown. The Commissioner then asked about the Longmeadow Parkway intersection with Stonegate Road and if it would have a pedestrian crossing. Mr. Ganek responded that pedestrians would be directed to cross at the existing crossing at Barrett Drive and that staff wants to avoid too many flashing beacons in a short area. The Commissioner asked if there would be any impact on schools. Mr. Knapp responded that the School District responded that there would be no school realignments in response to this development.

Commissioner Neuhalfen asked about the traffic impact on Cosman Way. Javier with KOLA responded that the models estimate 10 vehicles per hour on Cosman Way and that is far below the capacity of the roadway. He also stated that some of the vehicles are from the existing residents who live on Cosman Way.

Chair Patrician asked about the setback exception of the ranch homes. The Petitioner responded that this only impacts the open-front porch of the ranch and would not apply to the garage or front of the house. The Commissioner asked about how this is different from a Case that came before the Planning and Zoning Commission 2 years ago. Staff responded that that was an existing subdivision that would have required every owner in the subdivision to sign off and that there were suitable alternatives that the Petitioner would not pursue. The Petitioner added that the ranch homes would fit on the lots without the exception, but that the ranch homes would be farther set back than the 2-story models. The Commissioner then asked if the parking requirements are met and staff responded that the requirement is 2 spaces per dwelling and that every dwelling provides at least 4 spaces per unit and that there are an additional 15 off-street spaces spread out throughout the townhome site. The Commissioner asked about the alley in the back of the urban townhomes and the Petitioner stated that the alleys have curb and gutter and have worked in all of their other projects. The Commissioner asked if there was any concern with adding additional masonry to the townhomes and the Petitioner stated that they are already very attractive buildings and that they will see if there is anything that can be done for their final submittal. The Commissioner asked if there was a reason for not wanting the landscape buffer in the back of the existing homes and Mr. Knapp explained that landscape buffers and easements are very difficult to maintain and enforce when they are not reachable from public property. The Petitioner stated that the landscaping will be very attractive and staff stated that it would be up to the homeowner to maintain the landscape behind their home.

Commissioner Rasek asked if all homes fit on all of the lots. The Petitioner and Mr. Knapp responded that they do fit, but that there would be an anti-monotony plan that would keep identical homes from being built next to each other.

Commissioner Laipert asked if there was outdoor space for the urban townhomes and the Petitioner responded that they would have elevated porches over their driveways. The Commissioner asked if the stormwater areas would be wet or dry and Mr. Ganek responded that they are designed to be wet bottom.

Commissioner Kennealy asked again if eliminating the small HOA lots would be an issue and Mr. Knapp responded that staff believes that the home lots could be shifted over. Commissioner Kennealy asked if there was any additional Public Notice posted for this subdivision. The Petitioner stated that they held an Open House on April 8 at the Golf Club of Illinois. The Petitioner stated that the subdivision was generally well received.

Chair Patrician opened the Public Comment portion of the Public Hearing.



Michael Looper of 2219 Barrett Drive asked the Petitioner about a comment they made about there being very few existing homes for sale. Mr. Looper stated that through supply and demand, it is good that there are few homes for sale because it raises his property value. Mr. Looper then asked if there was a planned construction date and the Petitioner stated that construction could begin as early as the end of the summer. Mr. Looper stated that he is concerned about cut-through traffic on Barrett Drive. Mr. Ganek stated that the village will add traffic control as necessary if an issue arises. Mr. Looper also requested a temporary traffic light on Longmeadow Parkway for the construction traffic to safely turn in and out.

Patrick Giacomino of 2234 Barrett Drive stated that he understands the dense vegetation plantings planned behind his house, but asked again why there is not a buffer like planned in a previous proposal. Mr. Knapp stated that landscape easements are not required in this case and that the easements become an issue when they are not accessible. Mr. Giacomino asked why the site does have a 30' conservation buffer around the site as stated in the Conservation Design Code and staff stated that this subdivision is being approved as a Planned Development and that the developer is already creating an abundance of open space throughout the site. There are also challenges on the west side of the site that require a 100' buffer due to the proximity to an existing wetland.

Josh Neumann of 2232 Barrett Drive asked why the village asked for a 100' buffer on the west side of the site and Mr. Ganek responded that there is an existing wetland and that is the required buffer around a wetland.

David Rodriguez of 1940 Cosman Way stated that he is concerned about the amount of existing traffic on his street and that he feels that traffic will increase on his street. He then stated that he is concerned that there is no park in the new subdivision and that the new residents will use the existing park. He also stated that he would like to know more about the access road and is concerned that it will be a public road and remove a baseball field. Mr. Knapp responded that the school is currently working on the alignment of the road and it will be private.

Patricia Levinson of 2041 Dorchester Avenue stated that she is concerned that there is no park in the proposed subdivision and that the wildlife that lives in the area will be negatively impacted. Staff explained that it was a village request that the proposed development not include a park and instead park donation funds from the developer would be used to improve Willoughby Farms Park.

Debbie Deal of 2238 Barrett Drive stated this subdivision should not even be contemplated until Longmeadow Parkway is completely open. She stated that she would prefer the entire subdivision to be a park instead.

Josh Neumann reapproached to ask how many acres of wetlands were on the site and the quality. The Petitioner and engineering team responded.

Michael Looper reapproached to ask what was being planned at Willoughby Farms Park. Mr. Ganek responded that the planning for the park upgrades will begin at the end of 2024.

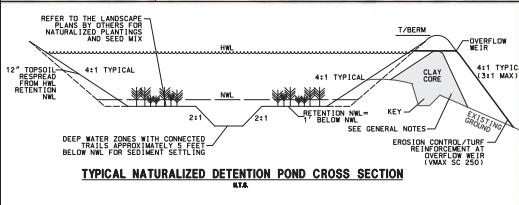
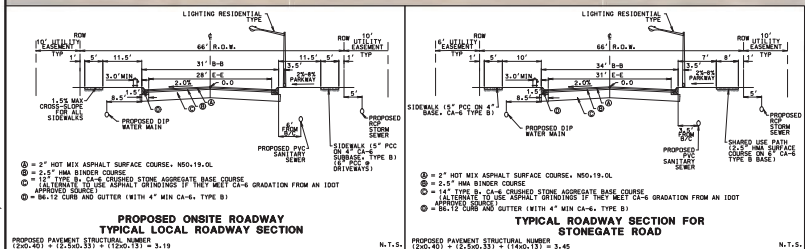
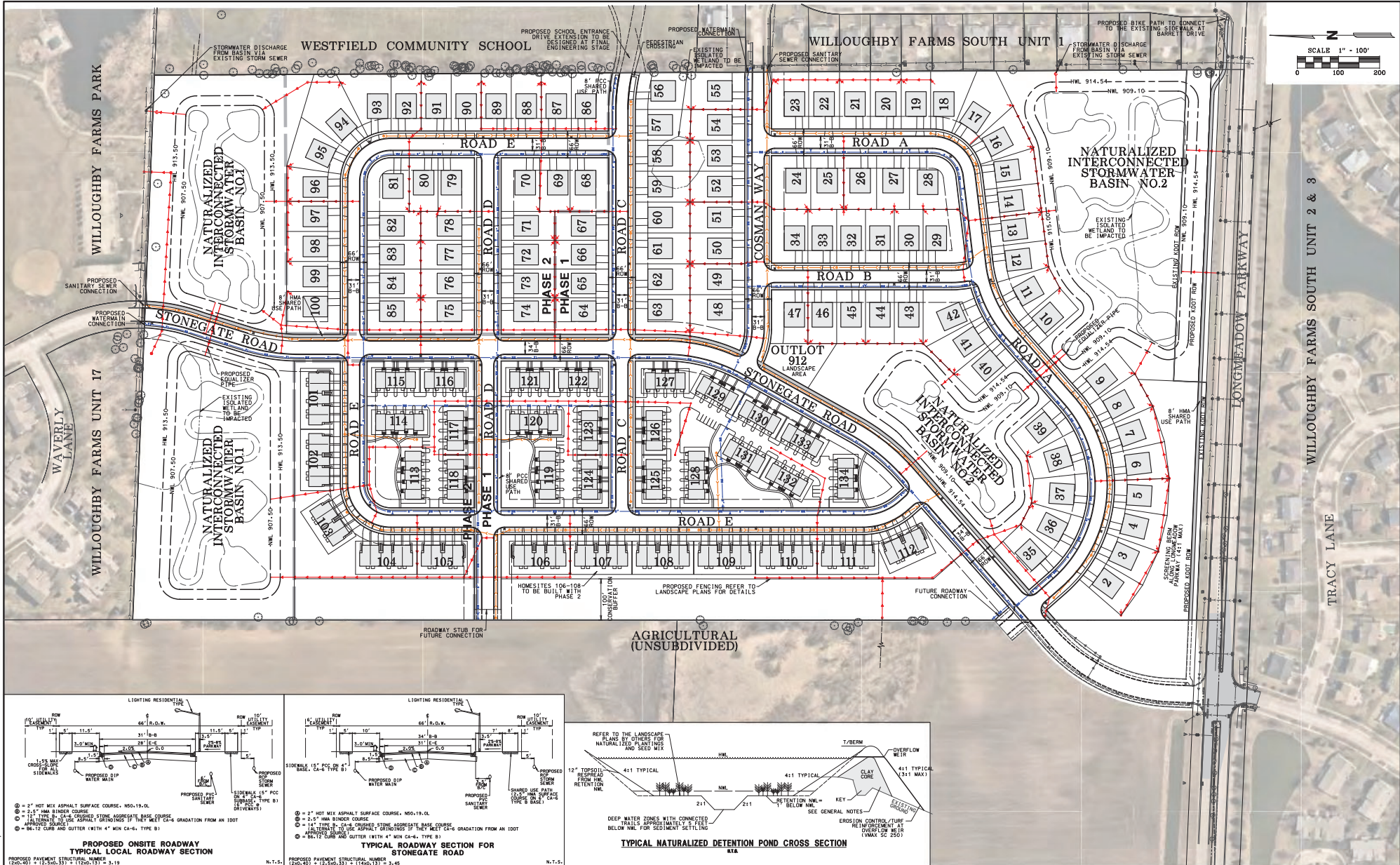
Patricia Levinson reapproached to state she is concerned about trucks cutting through the neighborhood.

Chair Patrician closed the Public Comment portion of the Public Hearing

Commissioner Rasek recommended that the Traffic Study look at the existing traffic flow on Stonegate Road south of County Line Road. The Commissioner also received clarification that the Petitioner would pay park donation fees to improve Willoughby Farms Park.

Commissioner Kennealy asked how the fees are calculated. Mr. Knapp explained that the fees are defined in the Village Code and that the fees are paid at various milestones in the development process. The Commissioner then asked how the natural areas were determined. Mr. Ganek and the Petitioner explained that they are designated based on wetland surveys, environmental assessments, and low points on the property.

Chair Patrician asked for a motion. A motion was made by Commissioner Kennealy and seconded by Commissioner Sturznickel to adopt Staff's findings of fact as the findings of the Planning & Zoning Commission and to recommend approval of a Preliminary PUD Plat titled "Preliminary Subdivision Plat and P.U.D. for Algonquin Meadows Subdivision", as prepared by Mackie Consultants, LLC, with the latest revision date of February 20, 2024, approve a Preliminary Planned Development Plan, and approve a Zoning Map Amendment from R-1 to R-2 and R-4, for the Subject Property located North of Longmeadow Parkway, West of Westfield School, East of Randall Road, and South of Willoughby Farms Phase 3C referred to as "Algonquin Meadows," subject to the conditions as outlined in the staff report for Case Number PZ-2024-01, dated March 18, 2024, and final staff approval. The motion carried with a 7-0 vote.



PROPOSED PAYMENT STRUCTURE NUMBER 1220,451 = 12,540,319 / 120,000 = 101.63

**Mackie Consultants, LLC**  
 9575 W. Higgins Road, Suite 500  
 Rosemont, IL 60018  
 (847)696-1400  
 www.mackieconsult.com

CLIENT: **LENNAR**

1700 E. GOLF ROAD, SUITE 100  
 SCHALMERSBURG, IL 60473  
 PHONE: 224-293-3100  
 FAX: 224-293-3101

DATE	DESCRIPTION OF REVISION	BY	DATE	DESCRIPTION OF REVISION	BY
05/02/24	REVISED PER VILLAGE COMMENTS	MEB	12/19/2023		
02/26/24	REVISED PER VILLAGE COMMENTS	PAK/02			

**OVERALL SITE PLAN**  
**ALGONQUIN MEADOWS RESIDENTIAL COMMUNITY**  
**ALGONQUIN, ILLINOIS**

DESIGNED: PAK  
 DRAWN: MS  
 APPROVED: MTL

SCALE: 1" = 100'

SHEET  
**2 OF 8**

PROJECT NUMBER: 4662  
 © MACKIE CONSULTANTS, LLC 2023  
 ILLINOIS FIRM LICENSE #4-00294

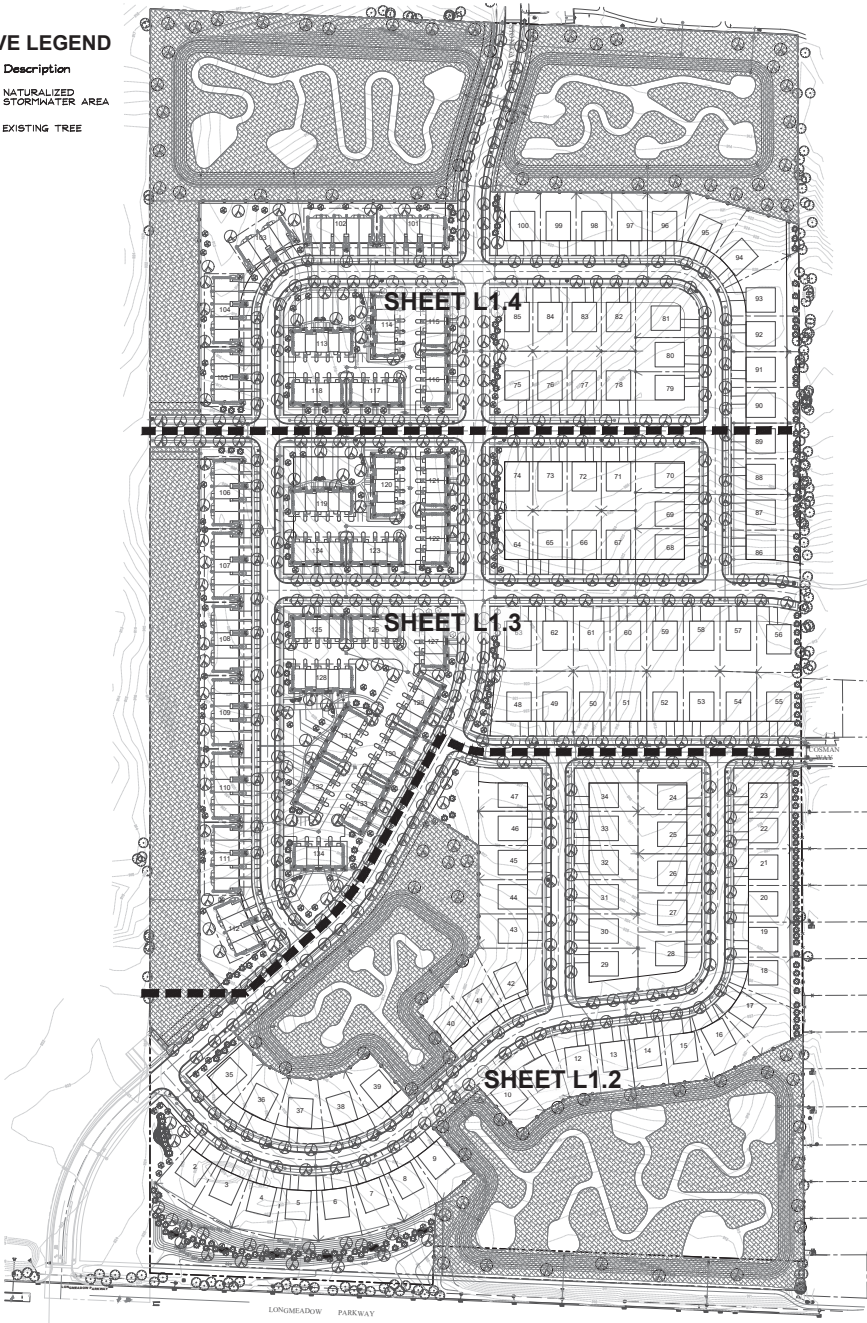


## REPRESENTATIVE PLANT LIST

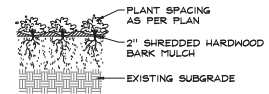
Key	Botanical/Common Name	Size	Remarks
<b>SHADE TREES</b>			
	<i>Celtis occidentalis</i> 'Windy City' WINDY CITY COMMON HACKBERRY	3' Cal.	
	<i>Ginkgo biloba</i> 'Autumn Gold' AUTUMN GOLD GINKGO	3' Cal.	
	<i>Gymnocladia dioica</i> 'Hesperus-JR' ESPRESSO KENTUCKY COFFEE TREE	3' Cal.	
	<i>Liquidambar styraciflua</i> 'Grandmaster' GRANDMASTER AMERICAN SWEETGUM	3' Cal.	
	<i>Liriodendron tulipifera</i> TULIP TREE	3' Cal.	
	<i>Platanus occidentalis</i> Sycamore	3' Cal.	
	<i>Quercus x schuetti</i> SWAIN'S WHITE OAK	3' Cal.	
	<i>Quercus macrocarpa</i> BUR OAK	3' Cal.	
	<i>Ulmus</i> 'Horton Glossy' TRIUMPH ELM	3' Cal.	
<b>ORNAMENTAL TREES</b>			
	<i>Amelanchier x grandiflora</i> APPLE SERVICEBERRY	6' Ht.	Multi-Stem
	<i>Betula nigra</i> 'Cutty' HERITAGE RIVER BIRCH	6' Ht.	Multi-Stem
	<i>Carpinus caroliniana</i> AMERICAN HORNBEAM	6' Ht.	Multi-Stem
	<i>Cercis canadensis</i> EASTERN REDBUD	6' Ht.	Multi-Stem
	<i>Cornus mas</i> CORNELIAN CHERRY DOGWOOD	6' Ht.	Multi-Stem
	<i>Syringa pekinensis</i> 'Summer Charm' SUMMER CHARM SYRINGA	6' Ht.	Multi-Stem
	<i>Syringa reticulata</i> 'Ivory Silk' IVORY SILK JAPANESE TREE LILAC	6' Ht.	Multi-Stem
<b>EVERGREEN TREES</b>			
	<i>Abies concolor</i> WHITE FIR	8' Ht.	
	<i>Picea abies</i> NORWAY SPRUCE	8' Ht.	
	<i>Pinus strobus</i> EASTERN WHITE PINE	8' Ht.	
	<i>Thuja occidentalis</i> 'Green Giant' GREEN GIANT ARBORVITAE	8' Ht.	
<b>DECIDUOUS SHRUBS</b>			
	<i>Cornus sericea</i> 'Bailey' BAILEY'S REDTING DOGWOOD	36" Tall	5' O.C.
	<i>Hydrangea paniculata</i> 'Simplicity' LITTLE QUICK FIRE HYDRANGEA	24" Tall	3' O.C.
	<i>Ilex virginica</i> 'Little Henry' LITTLE HENRY VIRGINIA SWEETSPIRE	24" Tall	3' O.C.
	<i>Physocarpus opulifolius</i> 'Seward' SUMMER NINE NINEBARK	30" Tall	4' O.C.
	<i>Rhus aromatica</i> 'Gre-tow' GRO-TOW BURRAC	24" Wide	4' O.C.
	<i>Syringa mayeri</i> 'Paladin' DMARI KOREAN LILAC	24" Tall	4' O.C.
	<i>Viburnum x juddi</i> JUDD VIBURNUM	36" Tall	4' O.C.
	<i>Heptasteria florida</i> 'Thornless' FINE NINE HEDGE	24" Tall	3' O.C.
<b>EVERGREEN SHRUBS</b>			
	<i>Juniperus chinensis</i> 'Kallaya Compact' KALLAYA'S COMPACT PETER JUNIPER	24" Wide	4' O.C.
	<i>Juniperus chinensis</i> 'Sea Green' SEA GREEN JUNIPER	30" Wide	5' O.C.
	<i>Taxus x media</i> 'Danaeformis' DENSE YEW	24" Wide	4' O.C.
<b>PERENNIALS AND ORNAMENTAL GRASSES</b>			
	<i>Allium</i> 'Summer Beauty' SUMMER BEAUTY ONION	#1	18" O.C.
	<i>Calamagrostis x aestivana</i> 'Karl Foerster' FEATHER REED GRASS	#1	30" O.C.
	<i>Echinacea</i> 'CBS Cone 2' PIXIE MEADOWBRITE CONEFLOWER	#1	18" O.C.
	<i>Hemerocallis</i> 'Happy Returns' HAPPY RETURNS DAYLILY	#1	18" O.C.
	<i>Nepeta racemosa</i> 'Walker's Low' WALKER'S LOW CATMINT	#1	18" O.C.
	<i>Panicum virgatum</i> 'Heavy Metal' HEAVY METAL SWITCHGRASS	#1	24" O.C.
	<i>Perovskia atriplicifolia</i> RUSSIAN SAGE	#1	24" O.C.
	<i>Sporobolus heterostachys</i> PRAIRIE DROPSID	#1	24" O.C.
<b>GROUNDCOVERS</b>			
	<i>Liriope spicata</i> CREEPING LILYTURF	#SP4	18" O.C.
	<i>Vincetoxicum</i> 'Doris Blue' DART'S BLUE PERIWINKLE	#SP4	12" O.C.

## NATIVE LEGEND

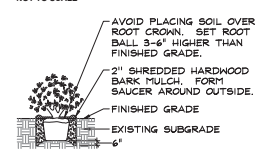
Key	Description
	NATURALIZED STORMWATER AREA
	EXISTING TREE



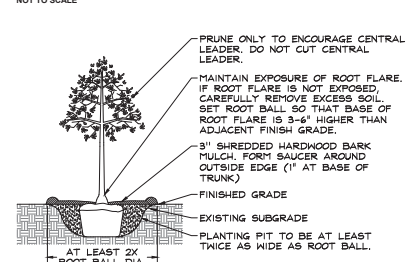
## PLANTING DETAILS



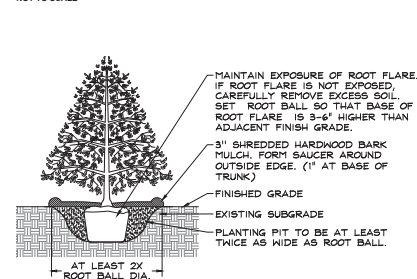
### PERENNIALS AND GROUNDCOVERS



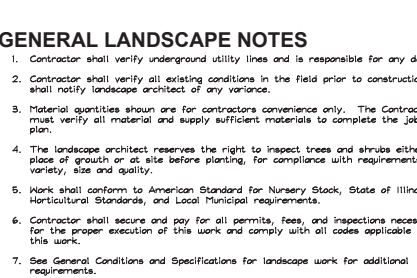
### DECIDUOUS AND EVERGREEN SHRUBS



### DECIDUOUS TREES

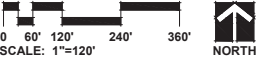


### EVERGREEN TREES



## GENERAL LANDSCAPE NOTES

- Contractor shall verify underground utility lines and is responsible for any damage.
- Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
- Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
- The landscape architect reserves the right to inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
- Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
- Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
- See General Conditions and Specifications for landscape work for additional requirements.



**GRWA**  
GARY R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
ECOLOGICAL CONSULTING  
LANDSCAPE ARCHITECTURE  
402 W. LIBERTY DRIVE  
WHEATON, ILLINOIS 60187  
PHONE: 630-668-1197  
www.grwa.com

CLIENT:  
**LENNAR**  
1141 E. MAIN STREET  
SUITE 103  
EAST DUNDEE, ILLINOIS 60118  
CIVIL ENGINEER:  
**MACKIE CONSULTANTS, LLC**  
9575 W. HIGGINS ROAD  
SUITE 500  
ROSEMONT, IL 60018

# ALGONQUIN MEADOWS OVERALL PRELIMINARY LANDSCAPE PLAN

ALGONQUIN, ILLINOIS

NO.	DATE	REVISIONS
2	05.02.2024	
1	02.28.2024	

DATE	01.04.2023
PROJECT NO.	LM1952
DRAWN	MHW
CHECKED	ZML
SHEET NO.	

**L1.1**



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

**- M E M O R A N D U M -**

DATE: May 13, 2024

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Vince Kilcullen, General Services Superintendent

SUBJECT: Main Street Holiday Lights

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Attached is a proposal from B&B Holiday Decorating, for the rental, installation, and removal of the 2024 holiday decorations along South Main Street.

With the completion of the downtown streetscape project in 2019, the Village decided to contract out the downtown decorations for Main Street due to the intricate nature and time involved in installing, removing, and storing these items. B&B Holiday Decorating, out of Wheeling, Illinois has been performing this service for the past four seasons. Since they have been doing this, they have become very familiar with the process and the Village standards for our holiday aesthetics.

Based on this experience, the Village would like to continue with B&B Holiday Decorating. As they have provided an excellent product, excellent service, and have been very reliable.

The General Services budgeted \$43,000.00 for this work. The attached proposal is for \$40,963.65 which is under the budgeted amount for the holiday decorations for this season.

We are excited for another season of holiday decorations. I, therefore, recommend the Committee of the Whole approve this, and pass it along to the Village Board, to award this work for \$40,963.65 to B&B Holiday Decorating out of Wheeling, Illinois.

# 2024 Holiday Season

## 2024 Holiday Season w/ 20' Tree



**Village of Algonquin**  
110 Meyer Dr  
Algonquin, IL 60102

**Vince Kilcullen**  
(847) 658-2754 ext. 4411

**B&B Holiday Decorating**  
2048 S Foster Ave  
Wheeling, IL 60090  
christmas@bbservicesinc.com  
(847) 825-1657

We appreciate you choosing B&B for your holiday lighting. Below is your proposal for the 2023 holiday season

Below we have outlined our scope of work and contract price per year.

We hereby propose to supply the labor and materials to install holiday decorations at the location listed above including:

- **All of the trees/bushes, roof outlines which were decorated/installed last year.**
  - **Decoration of Plaza area with 20' artificial tower tree, pre-lit with warm white LED mini lights, ornamentation and 36" warm white tree topper on landing area above main patio, 6x light poles in plaza decorated with artificial garland, pre-lit with warm white LED lighting and red bows at the top, installation of 2x 60" artificial wreaths pre-lit with warm white LED lighting and red bows on outdoor fireplace, installation of 2x 48" fiberglass gift boxes one each to the north and south of fireplace in planters.**
  - **Decoration of bridge on north side with artificial garland pre-lit with warm white LED lighting up poles of "Algonquin" sign, 1x 6' Warm White LED Reindeer with gold trim installed at stone pillar on northeast side of bridge**
  - **Installation in planter boxes and along easement of various decoration pieces including 2x 6' Warm white Reindeer, 2x 6' warm white Polar Bears, 2x 6' warm white Ornaments, 4x Flower Planters (planted with clients choice of poinsettias or winter greens), 1x 12' warm white Polar bear and 8x red and warm white Spheres**
- **Installation at "Algonquin" sign at corner of Main and 31 Bypass of 1x 48" Artificial wreath pre-lit with warm white LED lighting and red bow around Algonquin plaque on monument**
- **Installation on 10x Acorn Style light poles artificial garland pre-lit with warm white LED lighting and red bows at connection points**
- **Installation on 10x Tall light poles 60" Artificial Douglas Fir Wreaths pre-lit with warm white LED lighting and Red bow**
- **Installation on Village Hall building of C9 warm white LED lighting around roofline**
- **Installation of warm white LED lighting on 29x trees within downtown area and installation of champagne LED lighting on 8x trees within the downtown area**
- **Installation and take down as well as non-weather-related service calls.**

If you would like to accept the proposal, either click the 'Accept' box in the email and then follow instructions or mail/email us a signed copy of this proposal with payment. If you would like changes made, please contact us or leave a message on the 'Accept' page by selecting "Reply". Once you accept the proposal and installation preferences are known, our team will email you an invoice.

FEATURES	PRODUCTS	TOTAL
Outer-wrap Downtown Trees	Mini Champagne LED Mini Warm White LED	
Hang on Fireplace Chimney	60" Artificial Wreath Warm White Lights and 24" Bow	
Roof line of Village Hall	C9 LED Warm White Per Bulb	
Install on 10x short light poles	Artificial Garland Warm White LED Lights	
Install on 10x large light poles	60" Artificial Wreath Warm White Lights and 24" Bow	
Install at Festive Plaza	Artificial Garland Warm White LED Lights Tree Topper 36" Pure White 20' Tower Tree with warm white LED lighting and Ornaments	
Install on Bridge poles	Artificial Garland Warm White LED Lights	
Install in Planters	Present- Fiberglass Red & Gold 48" Flower Box- Medium 3D Gold and Warm White Flower Box- Small 3D Gold and Warm White Ornament- Warm White Regal 6' Polar Bear- Warm White 12'x 6 Polar Bear- Warm White 6'x3 Reindeer- Warm White 10' Reindeer- Warm White and Gold 6' Sphere- Red and Warm White 40"	
Install at Algonquin Sign	60" Artificial Wreath Warm White Lights and 24" Bow	
		<b>SUBTOTAL: \$49,306.02</b>

TOTALS	
FEATURES	\$49,306.02

<b>DISCOUNT</b>	<b>\$8,342.37</b>
<b>SUBTOTAL</b>	<b>\$40,963.65</b>
<b>TAX (EXEMPT)</b>	<b>\$0.00</b>

**PROPOSAL TOTAL      \$40,963.65**



## Policies & Procedures

**Setup:** We will be contacting you once we have received your accepted proposal to discuss the new setup process this year.

**Takedown:** Selected installation time-frame will be scheduled after setup and once final payment is made. Please circle your preference of takedown dates below. If accepting contract digitally, we will contact you to get your preference.

**Preference:**      1/2 – 1/6      1/7 – 1/31      2/1 – 2/14      Other\_\_\_\_\_

### Payment Options:

- Check
- Credit Card
- Cash
- Chase Quick Pay sent to Christmas@bbservicesinc.com

-2% discount will be applied if paying by Cash, Check or Electronic Direct Deposit

-50% down payment within 10 business days of signing the contract and prior to scheduling of setup.

-Remaining balance due 10 business days after installation is complete and prior to scheduling of takedown.

-Contract price only valid for 10 days from date issued.

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above.

*B&B Holiday Decorating is a trade name of or division of B&B Holiday Decorating LLC. By agreeing to this contract, client is agreeing to enter into a working contract with B&B Holiday Decorating LLC.*

**Client Signature:**

**Date:**

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## \*Email Confirmation Acceptable to Proceed with Contract Work

## Terms & Conditions

Please be advised that we are a weather-dependent company. Weather delays will push back scheduled work dates in the order they are booked. Weather may also affect the operation of the decorations in certain conditions. Any obstructions will be dealt with on a time and materials basis upon owner approval. Any other additions or changes will be handled on a time and materials basis at our regular pricing level. Final payment is due in full 10 days after installation of work and includes any and all taxes. A service charge of 1-1/2% per month (18% per annum) will be charged on all balances 30 days or more past due. In addition to the sums stated herein, the undersigned shall pay to B & B Holiday Decorating, LLC, all costs and expenses, including filing fees and reasonable attorney fees incurred by B&B in seeking to enforce said obligations under this agreement. Customer hereby authorizes B&B Holiday Decorating to install and take down all materials on above property as provided herein. Customer agrees to defend, hold harmless and indemnify B&B Holiday Decorating from and against all claims, liabilities to any third parties for injury, death or damage to person, property, trespass and other damages or loss arriving out of the installation/takedown or location of materials unless such damage or loss is a result of gross negligence of B&B Holiday Decorating. Customer agrees to allow B&B Holiday Decorating the right to use images of their property for advertising purposes. All materials used are the property of B&B Holiday Decorating and will remain so after the season, unless specifically noted otherwise. Customer is responsible for all materials during the installed period, any damage, theft, misplacement or the like will be billed to the customer at current repair/replacement rates. If the contract is canceled prior to the final year, 20% of the proposal price will be due upon cancellation for each year left on the contract.



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

**– M E M O R A N D U M –**

DATE: May 15, 2024

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Jason Schutz, Utilities Superintendent

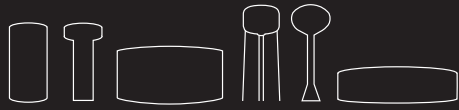
SUBJECT: Jacobs Water Tower Mixing System

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To date, Utility Service Co., Inc. has successfully renovated the Countryside Standpipe and Copper Oaks Tower, and this year, our focus is on the Huntington Standpipe. With a total of seven water towers, we are systematically restoring one tower each fiscal year to baseline condition and integrating it into our annual maintenance program to ensure the safety and reliability of our water supply. Although Jacobs Tower is not scheduled for restoration until fiscal year 2028-2029, we are proposing to install a mixing system this year, given its central location in our largest service zone in Algonquin.

The installation of a mixing system in our water tower is designed to enhance water quality and stabilize chemical levels throughout the structure. This upgrade addresses issues that lead to temperature disparities and uneven chlorine distribution, thereby improving the overall efficiency and safety of our water supply system.

Currently, the Water and Sewer Operating Fund (Maintenance Storage Facility) has allocated \$43,000.00 for the Jacobs Water Tower Mixing System. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the Jacobs Water Tower Mixing System installation in the amount of \$42,369.00 to Utility Service Co., Inc.

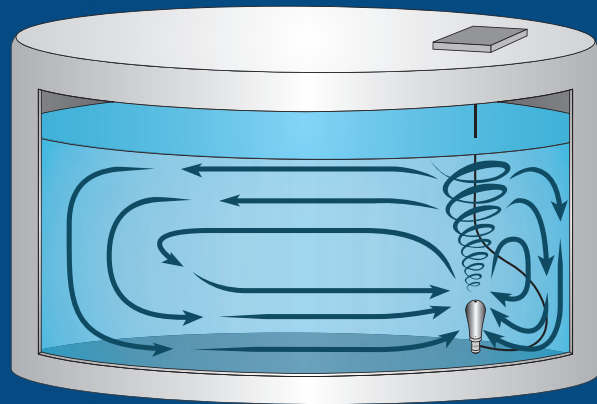


# PAX Water Mixer (PWM150) Product Specifications



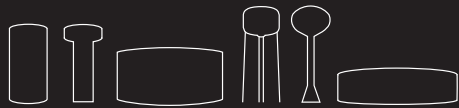
## Powerful Jet Mixer for Water Storage Tanks

- Lightweight and easy-to-install
- Eliminates thermal stratification
- Improves disinfectant residual levels
- Lowers DBPs and nitrifying bacteria
- Protects tank from ice damage and corrosion



The PAX Water Mixer creates a powerful vortex flow pattern to thoroughly circulate the entire tank volume

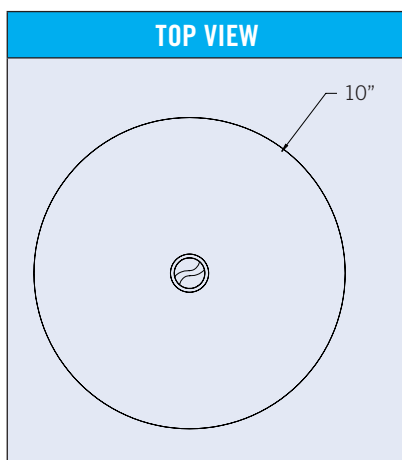
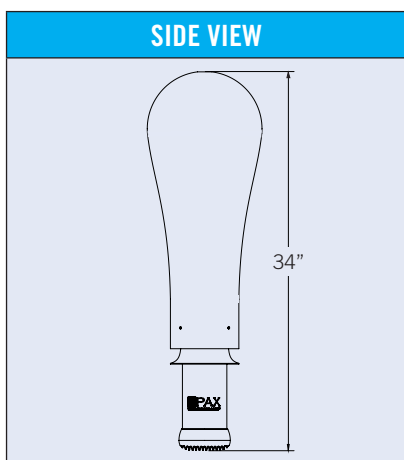
Find out how a PAX Water Mixer can help you  
Call our Water Quality Specialists today at **1-866-729-6493**  
or visit **[www.paxwater.com](http://www.paxwater.com)**



# PAX Water Mixer (PWM150) Product Specifications

The PAX Water Mixer (PWM150) is an active jet mixer for water storage tanks. The mixer creates a powerful vortex flow pattern to thoroughly circulate the entire tank volume and prevent water quality issues. Compact and lightweight, the mixer can be easily lowered into the tank from the hatch and self-rights on the tank floor, even on a sloped surface.

MIXER SPECIFICATIONS	PWM150 (115)	PWM150 (115) with Control Center (PCC155)	PWM150 (230)	PWM150 (230) with Control Center (PCC155)
Power Supply Requirement	120 VAC, 60 Hz, GFCI-protected, 20 amp circuit	120 VAC, 50/60 Hz, non GFCI-protected, 20 amp circuit	240 VAC, 60 Hz, GFCI-protected, 15 amp circuit	240 VAC, 50/60 Hz, non GFCI-protected, 20 amp circuit
Customer Supplied Power Switch	Type 3R safety disconnect switch			
Motor Type	115 VAC, 60 Hz, water-filled, water-lubricated	230 VAC, 60 Hz, water-filled, water-lubricated	230 VAC, 60 Hz, water-filled, water-lubricated	230 VAC, 60 Hz, water-filled, water-lubricated
Nominal Power Draw	1.15 kVA (670 watts)	1.15 kVA (1070 watts)	1.15 kVA (670 watts)	1.15 kVA (1070 watts)
Footprint Diameter	10" (25 cm)			
Height	34" (85 cm)			
Weight	42 lbs (19 kg)			
Material: Housing	316 stainless steel			
Material: Motor Seals	Chlorine/chloramine-resistant NBR rubber			
Material: Foot	Chlorine/chloramine-resistant EPDM rubber			
Wiring	NSF 61 & UL-listed submersible pump cable 14 AWG (2.1 mm <sup>2</sup> ) XLPE			
Weight: Control Center	N/A	42 lbs (19 kg)	N/A	42 lbs (19 kg)
Material: Control Center	N/A	Powder-coated carbon steel, Type 3R enclosure	N/A	Powder-coated carbon steel, Type 3R enclosure



**VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - CONSTRUCTION (Small Projects – Labor & Materials)**

Date: 4/2/2024

Purchase Order No. \_\_\_\_\_

Project: **Jacobs elevated water tower mixing system** Location: **2600 Bunker Hill Dr.**

Originating Department: Water treatment

Owner	Contractor/Vendor	Architect/Engineer
<b>Owner :</b> Village of Algonquin <b>Address:</b> 2200 Harnish Dr Algonquin, IL 60102 <b>Phone:</b> 847-658-2754 <b>Fax:</b> 847-658-2759 <b>Contact:</b> Jason Meyer	Name: Utility Service Co., Inc. Address: P.O. Box 1350 Perry, Georgia 31069  <b>Phone: 630-280-5620</b> <b>Fax:</b> <b>Contact: Chad Johnson</b>	Name: N/A Address: N/A  <b>Phone: N/A</b> <b>Fax: N/A</b> <b>Contact: N/A</b>

**PREVAILING WAGE NOTICE:** This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.*, which requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

**COST OF WORK:** The Contract Price of the Work under this Purchase Agreement is \$ 42,369.00.

**SCOPE OF WORK:** Furnish the Work/items described below in accordance with the following plans and specifications:

- Q General Contract, dated \_\_\_\_\_, 2018
- Q Specification No(s): \_\_\_\_\_, dated \_\_\_\_\_, 2018
- Q Plans dated : \_\_\_\_\_
- Q Addendum No(s): \_\_\_\_\_
- Q Other: \_\_\_\_\_

The following prices shall remain in effect for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	LUMP SUM UNIT PRICE	EXTENSION
1	N/A	Install a water mixing system in Jacobs elevated water tower.	\$42,369.00	\$42,369.00
			<b>TOTAL</b>	<b>\$ 42,369.00</b>

**NOTES:**

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

**WARRANTIES and INDEMNIFICATION:** Contractor/Vendor agrees to provide the following warranties for the Work: (a) all workmanship to be warranted for a period of one (1) year - manufacturer warrants material; and (b) all other warranties contained elsewhere in the Contract Documents or Supplemental Conditions hereto. Further, **CONTRACTOR/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE VILLAGE OF ALGONQUIN HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions hereto.**

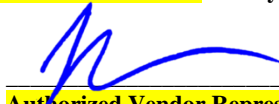
**CONTRACT TIMES:** Contractor/Vendor agrees to commence Work within forty-eight (48) hours of receipt of the Owner’s Notice to Proceed, and to complete the Work no later than \_\_\_\_\_ (\_\_\_\_\_) days after commencing the Work. Time is of the essence.

**THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE VILLAGE/OWNER AND VENDOR.** No payment will be issued unless a copy of this Purchase Agreement is signed, and dated and returned to the Owner. Material certifications/test reports required. All domestic material, unless otherwise specified. Purchase exempt from sales and/or use taxes.

**ACCEPTANCE OF PURCHASE AGREEMENT:** The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained. **IN WITNESS WHEREOF**, the parties hereto have executed this Purchase Agreement the day and year written below.

**CONTRACTOR/VENDOR:** Utility Service Co., Inc.

**PURCHASER:** Village of Algonquin

By:   
**Authorized Vendor Representative**  
 Dated: May 1, 2024

\_\_\_\_\_  
 Title:

## SUPPLEMENTAL CONDITIONS

**1. Acceptance of Purchase Agreement:** The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Contractor/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder or the delivery of any goods herein ordered, and, in any event, shall be deemed accepted in its entirety by Contractor/Vendor unless Owner is notified to the contrary within ten (10) days from its date of issue.

**2. Amendment, Modification or Substitution:** This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement.

**3. Familiarity With Plans; Qualifications:** Contractor/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents. Contractor/Vendor represents to Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Contractor/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of Owner, and shall hold Owner free and harmless from all liability, costs and charges by reason of any act or representations of Contractor/Vendor, its agents or employees.

**4. Workmanship; Safety:** All Work shall be performed by Contractor/Vendor in a neat, skillful and workmanlike manner, and all materials furnished by Contractor/Vendor shall be new and of the best description and quality of their respective kinds, unless otherwise specified and ordered by Owner in writing. All Work and/or materials shall be subject to the inspection and approval of the Owner, its engineers and representatives. Contractor/Vendor is responsible for its own and its employees' activities on the jobsite, including but not limited to, the methods of work performance, superintendence, sequencing of work, and safety in, on or about the jobsite area in which it is performing the Work under this Purchase Agreement. Owner and Contractor/Vendor shall not require any laborer or mechanic employed in performance of this Purchase Agreement to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under applicable federal and Illinois construction safety and health standards

**5. Extra's and Change Orders:** No claim by Contractor/Vendor that any instructions, by drawing or otherwise, constitute a change in Contractor/Vendor's performance hereunder, for which Contractor/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Contractor/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of Owner by a person have actual authority to do so. No claim for additional compensation on the basis that Contractor/Vendor has incurred any expense by reason of any act or failure to act or Owner or its contractor, subcontractor, materialmen or any other party shall be valid unless made in writing within 30 days of the alleged act or failure to act and approved by Owner, provided, however, that if the Contractor/Vendor should be delayed in furnishing the articles, items, equipment or materials (hereinafter sometimes referred to as "goods") or services or Work (hereinafter sometimes referred to as "Work") ordered herein, by the omission, neglect or default of Owner, its agents or employees, Contractor/Vendor shall be entitled to no additional compensation or damages for such delay, and shall be entitled only to an extension of time for a period equal to the time lost as a result of the aforesaid causes, determined by Owner. Any charges for extra not so authorized will not be paid.

**6. Inspection and Acceptance:** Owner shall have the right at all reasonable times to inspect and test all goods, materials or Work furnished by Contractor/Vendor and all Work performed or furnished by Contractor/Vendor. Notwithstanding any prior inspection, the passage of title or any prior payment, all goods, material and Work furnished thereunder are subject to final inspection and acceptance by Owner at its job site. If, after inspection, Owner rejects any goods furnish by Contractor/Vendor thereunder, Owner may, at its election, return those goods to Contractor/Vendor at Contractor/Vendor's expense, including the cost of any inspection and testing thereof. If Contractor/Vendor fails to proceed promptly with the correction or replacement of any rejected goods or Work, Owner may replace or correct such items or Work by purchase or manufacture and charge the cost incurred thereby to Contractor/Vendor or terminate this Purchase Agreement for default in accordance with paragraph 12 herein. By inspecting and not rejecting any goods and Work furnished thereunder, Owner shall not be precluded thereby from subsequently revoking its acceptance thereof if the goods or Work are later discovered to be nonconforming with this Purchase Agreement or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Owner.

**7. Taxes, Delivery, Risk of Loss:** Unless indicated to the contrary on the face hereof, it shall be the responsibility of Contractor/Vendor to arrange for and complete delivery of all goods or materials. If the goods or materials furnished thereunder are equipment, Contractor/Vendor shall give Owner two (2) working days' advance notice of delivery. All goods or materials furnished by Contractor/Vendor should be shipped in the manner and at the times indicated on the face hereof at the expense of Contractor/Vendor, it being understood that the risk of loss with respect to such goods is with Contractor/Vendor until such goods come into the actual possession of Owner, regardless of the mode of delivery or earlier passage of title. This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.

**8. Payment:** Owner will make partial payments to the Contractor/Vendor from time to time for the Work performed and the materials furnished by the Contractor/Vendor. Provided, however, in no event shall Owner be obligated to pay Contractor/Vendor any sum that exceeds the Contract Price absent a written change order executed by Owner.

8.1 Prior to issuance of any payments by the Owner to the Contractor/Vendor, the Contractor/Vendor shall furnish to the Owner (in a form suitable to the Owner) an application for the payment then due, together with receipts, waivers of claim and other evidence showing the Contractor/Vendor's payments for materials, labor and other expense incurred in the Contractor/Vendor's Work hereunder. The Owner will, at all times, be entitled to retain ten percent (10%) of all monies due and owing to the Contractor/Vendor as a part security for the faithful performance of this Agreement. This ten percent (10%) so withheld will not be paid to the Contractor/Vendor until the Owner has issued to the Contractor/Vendor a final acceptance of the Project.

8.2 Owner may withhold the whole or any part of any payment due to the Contractor/Vendor to the extent necessary to protect and indemnify the Owner from loss on account of (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims; (c) failure of the Contractor/Vendor to make payments promptly for material or labor; or (d) Contractor/Vendor's failure to furnish Owner with all written warranties and operational manuals for the Work.

8.3 Contractor/Vendor hereby authorizes the OWNER (1) to deduct from any amount due or becoming due the Contractor/Vendor under this Agreement for all amounts owing from the Contractor/Vendor to (a) the Owner for back-charges or services furnished for the account of the Contractor/Vendor; (b) the Owner for damages sustained whether through negligence of the Contractor/Vendor or through failure of the Contractor/Vendor to act as may be otherwise detailed herein; (c) materialmen; (d) subcontractors; (e) laborers; and (f) others for services and materials furnished to the Contractor/Vendor for the Work performed under this Agreement, and (2) to apply the amount so deducted to the payment of said materials, services, damages or back-charges applying such monies so available in the Agreement hereinbefore set forth.

8.4 Owner, without invalidating this Agreement, may make changes by altering, adding to or deducting from the Work to be performed. The value of any such changes will be determined as follows: (a) by the unit prices named in this Agreement, if any; or (b) by agreement in writing between the Owner and the Contractor/Vendor as to the value of the time and materials for the changes in the Work. In any event, the Contractor/Vendor will keep and present, in any form as the Owner may direct, a correct account of the net cost of any extra labor and materials, together with vouchers referring to the same.

8.5 Notwithstanding the payment in full for the Work hereunder, the Contractor/Vendor will be liable to repair or replace any imperfect workmanship or other faults; and if the Contractor/Vendor fails to repair or replace the imperfect workmanship or other faults, the Owner may do the Work and recover from the Contractor/Vendor the cost and expense thereof. No payment on account will be construed or considered as an approval of the Work for which payment is made.

**9. Contractor/Vendor Warranty:** Contractor/Vendor warrants in addition to all warranties which are imposed or implied by law or equity that all materials and Work furnished thereunder (a) shall conform to any specifications and drawings applicable to this Purchase Agreement; (b) shall be merchantable and of good quality and workmanship; (c) shall be fit for the purpose intended as well as the propose for which such goods, materials or Work are generally used; and (d) except for rented equipment, shall be free from defects for a period of one (1) year, or such longer period as is specified in the Scope of Work or Contract Documents, from the date such Work is performed or such materials are utilized or installed, and if installed as part of a structure or utilized equipment, for one (1) year or such longer period as is specified in the Contract Documents, from the date any such goods, materials or Work hereunder is accepted in writing by Owner. Contractor/Vendor expressly agrees that the statute of limitations with respect to Contractor/Vendor's warranties shall begin to run on the date of acceptance by Owner.

**10. Insurance and Bonds:**

10.1 Contractor/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Agreement, and shall name the Owner as an additional insured on its commercial liability insurance policies for Contractor/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Contractor/Vendor shall furnish the Village with a certificate of insurance and such other documentation (including a copy of all or part of the policy) to the Village at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Village deems necessary to establish compliance with this provision.

10.2 Contractor/Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Contractor/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Contractor/Vendor in connection with the Work. Such performance and payment bond shall be in an amount determined by Owner.

10.3 Breach of this paragraph is a material breach subject to immediate termination.

**11. Indemnity:** Contractor/Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, successors and assigns harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of the Contractor/Vendor or those working at their direction.

Further:

11.1 Contractor/Vendor acknowledges that should any items or Work furnished hereunder prove defective, including damage to Owner supplied or constructed items, equipment or machinery, or if Contractor/Vendor is charged with any violation of any state or federal laws or regulations, the Owner shall be entitled to recover damages for breach of this Agreement, including but not limited to consequential damages, penalties, taxes or assessments (including punitive damages), costs and attorney's fees.

11.2 In any and all claims against Owner or any of its agents or employees, by any employee of Contractor/Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Contractor/Vendor assumes the entire liability for its own negligence, and as part of this Agreement waives all defenses available to Contractor/Vendor as an employer which limit the amount of Contractor/Vendor's liability to Owner to the amount of Contractor/Vendor's liability under any workers compensation, disability benefits or employee benefit laws.

**12. Patents:** Contractor/Vendor warrants that (a) goods furnished thereunder, and the sale and use thereof, shall not infringe any valid United States patent or trademark; and (b) Contractor/Vendor shall indemnify Owner for its costs to defend any suit instituted against Owner, its agents or customers, charging infringement of any United States patent or trademark by virtue of the possession, use or sale of any goods furnished thereunder is enjoined because of patent infringement. Contractor/Vendor within a reasonable amount of time shall at Contractor/Vendor's expense procure for Owner its agents or customer, the right to continue using such goods with non-infringing goods or modify such goods so that they become non-infringing or remove such goods and refund to Owner any sums paid therefore, including transportation and installation charges.

**13. Cancellation:** Time of delivery of this Purchase Agreement is of the essence and Owner may, by written notice of default to Contractor/Vendor, cancel the whole or any part of this Purchase Agreement (a) if Contractor/Vendor fails to make delivery of the goods or perform the services within the time specified herein or any extensions thereof; or (b) if Contractor/Vendor fails to perform or so fails to make progress as to endanger performance thereunder, and in either circumstance does not cure such failure within a period of two (2) days after receipt of notice from Owner specifying such failure. Owner, by written notice to Contractor/Vendor, may cancel the whole or any part of this Purchase Agreement when it is in the best interest of Owner or when Owner has been notified of modification of the specifications pertaining thereto. If this Purchase Agreement is so canceled, the Contractor/Vendor shall be compensated as follows: (a) for materials delivered and services performed, the reasonable value as part of the Contract Price; (b) for materials not identified to this Purchase Agreement and service not performed, no compensation; and (c) for Contractor/Vendor's lost profits or incidental or consequential loss, no compensation.

**14. Remedies:** Contractor/Vendor shall, for the duration of its warranties under paragraph 9 herein, at the discretion of Owner and at the expense of Contractor/Vendor, replace, repair and insure any and all faulty or imperfect goods, materials or Work furnished or performed by Contractor/Vendor thereunder. In the event Contractor/Vendor fails to do so, Owner may furnish or perform the same, and may recover from Contractor/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of inspection, testing, removal, replacement, re-installation, destruction of other materials resulting there from, any increased cost or expense to Owner in its performance under contracts with others, and reasonable attorneys fees incurred by the Owner in connection with Vendor's default and Owner's enforcement of its rights under this Purchase Agreement. The foregoing remedies shall be available in addition to all other remedies available to Owner in equity or at law including the Uniform Commercial Code.

**15. Compliance With Laws:** During the performance hereunder, Contractor/Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor/Vendor's compliance with any Laws or Regulations.

**16. Notices:** All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Purchase Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Agreement.



**17. Records, Reports and Information:** Contractor/Vendor agrees to furnish Owner with reports and information regarding the Work performed under this Purchase Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Contractor/Vendor and the results thereof. Contractor/Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Work performed under this Purchase Agreement for a minimum period of five (5) years after completion of the Work, and such records shall be subject to audit by the Owner upon reasonable advance notice to Contractor/Vendor on a mutually agreed date and time.

**18. Tobacco Use:** Contractor/Vendor, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on designated Village campuses, both indoors and outdoors, in Village-owned vehicles and in privately-owned vehicles parked on campus property at any time, including non-working hours. Designated Village campuses consist of the William J. Ganek Municipal Center, Historic Village Hall, Public Works Facility, Wastewater Treatment Plant, Water Treatment Plants, and Pumping Stations. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

**19. Assignment:** Contractor/Vendor shall not assign this Purchase Agreement without written consent of Owner. Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Contractor/Vendor.

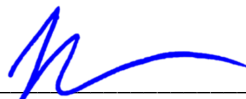
**20. Waiver:** Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Contractor/Vendor and Owner with respect to such future performance shall continue in full force and effect.

**21. Controlling Law, Severability:** The validity of this Purchase Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled to recover its reasonable attorneys' fees incurred in enforcing the terms of this Purchase Agreement. If any provision or requirement of this Purchase Agreement is declared or found to be unenforceable that balance of this Purchase Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

**22. Arbitration.** Any controversy or claim arising out of or relating to this Purchase Order, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, as determined in the exclusive discretion of the Owner, at the Village of Algonquin Village Hall or Public Works Department, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that an arbitration award by default may be entered upon the party failing to appear or defend itself in any arbitration proceeding.

**23. Recovery of Fees.** In the event of arbitration of this Purchase Order between the parties, or litigation of this Purchase Order, the non-prevailing party, as determined by the arbiter or court, shall pay all expenses incurred by the prevailing party, including, but not limited to (a) attorneys' fees, (b) filing costs, (c) witness fees, and (d) other general expenses of arbitration or litigation.

**CONTRACTOR/VENDOR:**



Jonathan Cato, Chief Operating Officer

May 1, 2024

Date



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

**– M E M O R A N D U M –**

DATE: May 16, 2024

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Jason Schutz, Utilities Superintendent

SUBJECT: Large Meter Testing - M.E. Simpson Co., Inc.

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This memo serves to announce the launch of our Large Water Meter Evaluation, Testing, and Calibration Program within the Village. We have been extremely proactive by testing approximately 100 large meters throughout our system annually to ensure accuracy, prevent deficiencies, and maintain peak performance.

Testing all large water meters annually is crucial for several reasons:

**Accuracy in Billing:**

- Ensures customers are billed correctly for their water usage.
- Prevents dissatisfaction and financial discrepancies.

**Revenue Protection:**

- Accurately measures all water usage, protecting the municipality's revenue.
- Prevents significant financial losses due to under-recorded water usage.

**Water Conservation:**

- Promotes water conservation by providing users with accurate consumption data.
- Encourages users to take steps to reduce wastage.

**Leak Detection:**

- Identifies leaks in the system through regular testing.
- Prevents water loss, saves money, and protects infrastructure from damage.

**Customer Trust:**

- Builds trust with residents and businesses through consistently accurate water meters.
- Fosters good relationships by maintaining transparency in water usage and billing.

Currently, the Water and Sewer Operating Fund (Professional Services) has allocated \$46,000.00 specifically for the Large Water Meter Testing Program. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the Meter Testing Program in the amount of (not to exceed) \$43,500.00 to the Villages preferred contractor M.E. Simpson Co., Inc.



November 10, 2023

Mr. Jason Meyer  
Chief Water Operator  
Village of Algonquin  
110 Meyer Dr.  
Algonquin, IL 60102

**RE: PROPOSAL FOR LARGE METER TESTING**

Dear Mr Meyer,

M.E. Simpson Co., Inc. is pleased to present the Village of Algonquin, IL our proposal for Large Water Meter Evaluation, Testing and Calibration Program. We are honored to be considered for this work and are confident our team will help make the project a success.

M.E. Simpson Co., Inc. is a Professional Services Firm dedicated to developing and providing programs and services designed to maximize peak performance for our clients' water distribution systems. Many of these programs are universally recognized as a part of "Best Management Practices" (BMPs) for utilities. We pride ourselves on delivering solid solutions using the highest quality technical and professional services by way of state-of-the-art technology and a skilled and well-trained staff of professionals. Our highly-educated engineers and technical team are committed to the success of this project. They will be ready at a moment's notice to relieve your staff's burden and ensure a seamless continuation of your services.

Our services were developed and refined to provide utilities with programs that can be customized to meet their needs. From complete "Turn-Key" services to assisting with the development of "in-house" programs for utilities, M.E. Simpson Co., Inc. serves our clients with this ultimate goal: to deliver to the public the implicit faith that **"the water is always safe to drink"**.

Thank you for your consideration and this opportunity to acquaint you with our Large Water Meter Testing and Calibration Services and offer this response. We are committed to exceeding your expectations.

Sincerely,

Joe Nepras  
Regional Manager

Joe Nepras  
Regional Manager

3406 Enterprise Avenue  
Valparaiso, IN 46383

800.255.1521 T  
888.531.2444 F

Joen@mesimpson.com

## SCOPE OF WORK

### Large Water Meter Evaluation, Testing and Calibration of Commercial/Industrial Water Meters

#### The Field Scope of Service is understood to be the following:

M.E. Simpson Co., Inc. will furnish all labor, material, transportation, tools, and equipment necessary to test and calibrate large meters selected by the Utility and complete the work herein specified.

**Teams of two (minimum) or more personnel will work on the meter testing program at all times.**

- ◆ Work in an orderly and safe manner to insure no avoidable accidents occur.
- ◆ All Field Staff will wear photo ID badges that are easily seen while in the field.
- ◆ Assess all meters listed in the test group. This assessment will include observing water usage on site, as well as observing meter readings to determine if the meter is the correct type and size for its application.
- ◆ If meters cannot be tested in place, make recommendations to Utility to correct setting so testing in place can occur.
- ◆ Maintain a meter log for all meters to be assessed in the current test group, which will be reviewed by the Project Team during verification of the meter data supplied by the Utility. Corrections and/or updated records will be provided to the Utility (including periodic Utility meter reports).
- ◆ Every effort will be made to schedule water customer meter tests during normal working hours. Exceptions to testing times, on a case-by-case basis, will depend on the severity of loss of water service due to the testing procedure. Severe schedule conflicts may require after hour or weekend testing.
- ◆ Meters will be tested across a range of flows to determine patterns of mechanical wear at various flow rates. Flow rates used will be a combination of AWWA recommended flow rates (per M-6 manual of the AWWA) and meter manufacturer flow rates.
- ◆ **Meters will be tested and calibrated to bring them within accepted accuracy limits.**
- ◆ Some meters need to be removed from their setting(s) for "offsite" testing due to existing plumbing configurations. Efforts will be made to keep the service disruption to a minimum.
- ◆ If a water service loss for any period of time is intolerable to the water customer, recommendations will be made to the Utility to include a by-pass around the meter so service disruption will not occur during the testing.
- ◆ The equipment used will be described in the "Equipment to be Used" section.
- ◆ The Project Team will document all meter testing results and calibrations. Meters requiring extensive calibrations (not worth time and material) or obsolete meters, will be brought to the Meter Superintendent's attention for potential meter change-out by the Utility. The cost



basis for recommending a meter change out(s) will be determined at the kick-off meeting and agreed upon between M.E. Simpson Co. Inc. and the Utility.

- After calibration, the meter shall be tested to conform to test specifications outlined elsewhere in this Specification.
- In its daily report to the Water Department Manager, the Project Team will review the previous day's progress, and outline the meters to be tested that day.
- It may be necessary to conduct parts of the meter-testing program during "off hours" (i.e. nights). This may be required in a building(s) that has a high daily usage, but is closed at night. The Project Team will give 24-hour "notice of intent" to test meters that require after hours or nighttime work. This will allow the Water Utility to plan for area access, and give Police Department (and other Public Works Divisions) notification as to the planned testing activity.
- Calibration parts used will be NSF 61 certified. (All new meter parts available now currently meet this standard.)
- Care will be exercised when water is discharged during testing. Test meter water flow discharge will not be allowed to cause interference with private property, pedestrian or roadway traffic, and will have minimal environmental impact.
- Meters located in confined spaces shall be tested using accepted confined space entry procedures.
- Any valves that fail or break during operation (to isolate the water meter for testing) will be repaired or replaced at the owner's expense. M.E. Simpson Company is not responsible for possible valve failures due to pre-existing conditions during the testing procedure.

## Equipment to be Used

The following equipment will be used for meter testing work during the project. All material listed will be on the job site at all times.

1. Sensus test meters with electronic registers, certified accurate by volumetric testing.
2. All tools needed to perform testing "on site" (hand tools, pipe wrenches, etc.)
3. Proper lengths of 2-1/2' fire hose for conducting the testing "on site"
4. Confined Space Entry tripod, winch, fall protection and Gas detector
5. Meter Test Bench at M.E. Simpson Co. shop for volumetric testing of Meters

## Quality Control for Large Water Meter Testing

The level of quality control for large meter testing takes in the above considerations and apply them to each large meter setting under evaluation. When a strict methodology and field procedure are followed, the field conditions can be controlled and mitigated to produce test results that are reliable and accurate.

## Utility Observations

The M.E. Simpson Co., Inc. Project Team welcomes Utility staff members to observe field procedures while the Meter Testing Program is in progress. Explanation and understanding of the equipment and techniques used for testing large meters may be useful in helping Utility staff members understand how they may use large meter testing to reduce revenue losses for commercial and industrial accounts.

## Final Reports, Documentations & Communications

***M.E. Simpson Co, Inc. will perform the following:***

- 💧 Project Team will meet daily with assigned Utility personnel to go over areas of meter testing program for prior workday and plan current day and meter tests.
- 💧 The field technicians will be readily available by cellular phone. This will facilitate communications between the Utility and the field technicians. A 24-hour toll-free 800 number is available for direct contact with M.E. Simpson Co., Inc. for emergencies.
- 💧 The Project Manager will meet with the Utility regularly for a progress report.
- 💧 Maintain a project progression list indicating meters tested and to be tested, contact names, phone numbers, etc.
- 💧 Prepare meter reports at the completion of the project, which will include all meter testing reports, listing of new parts installed, and possible mechanical deficiencies that need the attention of the Utility. Recommendations for system maintenance will be a part of this report based on field observations made during the testing program. **This final report shall be made available for submission to the Utility within twenty (20) working days of the completion of the fieldwork.**

Effective communication...  
accurate documentation...  
Insuring the success for  
the meter testing program

## Assumptions & Services Provided by Water Utility

- 💧 The *Utility* will provide all large water meter customer records such as consumption history, phone numbers for appointments, or any additional information that would make the testing of a meter at a location easier to perform. This information shall be regarded as CONFIDENTIAL by M.E. Simpson Co., Inc., and will not be shared with anyone outside of the *Utility* without consent of the *Utility*.
- 💧 The *Utility* will assist as necessary to get customer cooperation for the testing program. M.E. Simpson Co., Inc. can assist in composing a letter that the Utility can submit to water customers informing them as to the procedures and benefits of the testing program.
- 💧 The *Utility* will also make available, on a reasonable but periodic basis, certain personnel with a working knowledge of the water system who may be helpful in attempting to locate



particularly hard-to-find meters and for general information about the water system.  
*This individual(s) will not need to assist the Project Team on a full-time basis*, but only on an "as needed" basis.

- 💧 The Utility will assist, when necessary, in gaining entry into sites that may be difficult to access due to security issues or other concerns.
- 💧 The Utility will provide either "Service Firm" or "Utility" ID for meter testing project team to demonstrate authenticity of the personnel performing the large meter testing program.

## PROJECT SAFETY PLAN

M.E. Simpson Co., Inc.'s Safety Programs cover all aspects of the work performed by M.E. Simpson Co., Inc. We take great pride in our safety plan/policy/program and that is evident in our EMR scores over the last five years. The safety of our employees, the utilities employees and that of the general public is our #1 priority.

Our Safety Plan/Policy/Program, with all of its parts, is 60 pages in length. In an effort to be more efficient and less wasteful we do not print copies of the safety program for RFPs. There is nothing secretive or proprietary contained within our plan/policy/program and we are happy to share its contents. If you would like a PDF copy of our plan/policy/program please contact Terrence Williams, Operations Manager, at 800.255.1521 and a copy of our program will be sent via email to you.

Below is an overview of our plan/policy/program:



**Safety** is a major part of any project. M.E. Simpson Co., Inc. always provides a safe work environment for its employees. Our staff is trained in General Industry OSHA rules, Confined Space Entry & Self-Rescue, First Responder First Aid, CPR, and Traffic Control. While in the field on your project, M.E. Simpson Co., Inc. and its employees will follow all of the necessary safety procedures to protect themselves, your staff and the general public.

**M.E. Simpson Co., Inc. uses Two-Man Teams for Safety and Quality Assurance.**

Therefore M.E. Simpson Co., Inc. adheres to the following:

- 💧 The Project Manager and the Field Manager will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an OSHA 10 Hour or 30 Hour Card.
- 💧 Any listening points located in a "confined space" such as pit and vault installations that **require entry** will be treated in accordance with the safety rules regarding Confined Space Entry, designated by the Utility, The Department of Labor and OSHA.
  - All personnel are **trained and certified** in Confined Space Entry & Self-Rescue.
- 💧 We will follow all safety rules regarding First Responder First Aid & CPR, designated by the Utility, The Department of Labor and OSHA.
  - All personnel are **trained and certified** in First Responder First Aid & CPR.
- 💧 We will follow all traffic safety rules, designated by the Utility, The Department of Labor, OSHA, and the State Department of Transportation (per MUTCD).
  - All personnel are **trained and certified**, by the AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA) in Traffic Control and Safety.

**Current documentations of safety training and certifications can be provided for all project personnel for the Utility. These certifications are current and up to date (for all project personnel).**



## INVESTMENT

A commitment to improving and maximizing the Village of Algonquin’s water distribution system for future generations.

M.E. Simpson Co., Inc. is pleased to present our “Proposal” for a Large Water Meter Evaluation, Testing and calibration program for the Village of Algonquin M.E. Simpson Co., Inc. will perform our large meter testing and calibration services on approximately **100** large water meters within the Village of Algonquin’s water distribution system. The services will be completed by testing and, repairing/calibrating, when necessary, the Utility’s’ selected industrial/commercial water meters by one of our two-man teams with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document.

	Test	Calibrate/ Post Test
1 ½” through 2” displacement style meters	\$345.00 each	Replace
1 ½” through 2” displacement style meters(Pulled)	\$435.00 each	Replace
1 ½” through 6” compound and turbine style meters	\$435.00 each	\$195.00 each*
8” through 10” compound and turbine style meters	\$495.00 each	\$225.00 each*
2” - 12” Fire Meters and Fire line style meters	\$535.00 each	T&M each**
1 ½” through 12” water meter inspection/recommend (NON-Testable)	\$395.00 each	
<b>2024 Estimated Cost for 100 compound or turbine style meters Test Only</b>		<b>\$43,500.00</b>

Appointment, Client MISSED/NO SHOW/CANCELLATION (under 24 hours) **\$435.00 each**

**\*Parts are NOT included in the Calibration/Post Test Fee**

**\*\*Time and Material charges will apply for the calibration of Fire Meters or Fire Line Meters at \$295.00 per hour for a Two-Man team, \$395.00 per hour for a Three-Man team**

**Additional Service Options:**

Inspect & Clean Strainer **\$375.00 each**

We thank you for this opportunity to acquaint you with our Large Water Meter Evaluation, Testing and Calibration services and offer this proposal. If you have further inquiries or you wish to discuss our service in more detail, do not hesitate to call us.



**Owner**

Village of Algonquin

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Service Provider**

M.E. Simpson Company, Inc.

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

Name: Joe Nepras

Title: Regional Sales Manager

A handwritten signature in black ink, appearing to read "Joe Nepras", is written over a horizontal line.

Joe Nepras  
Regional Manager

3406 Enterprise Avenue  
Valparaiso, IN 46383

800.255.1521 T  
888.531.2444 F

Joen@mesimpson.com



**VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - VENDOR (Services)**

Effective Date: _____, 20__		Purchase Order No. _____	
Project: Commercial water meter testing		Location: Various	
Originating Department:		Water Treatment Division	
<b>Owner</b>	<b>Consultant/Vendor</b>	<b>Developer</b>	
Village of Algonquin Address: 2200 Harnish Dr. Algonquin, IL 60102 Phone: 847-658-2754 Fax: 847-658-2759 Contact: Jason Meyer	Name: M.E. Simpson Co. Inc. Address: 3406 Enterprise Avenue Valparaiso, IN 46383 Phone: 800-255-1521 Fax: 800-531-2444 Contact: Joe Nepras	<b>(where applicable)</b>  Phone: Fax: Contact:	

**COST OF WORK**

The Contract Price of the Work under this Purchase Agreement is: \$ 43,500.00

**SCOPE OF WORK:**

Furnish the Work/items described below in accordance with the following plans and specifications:

- General Contract, dated \_\_\_\_\_, 20\_\_
- Specification No(s): \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_
- Plans dated : \_\_\_\_\_
- Addendum No(s): \_\_\_\_\_
- Other: \_\_\_\_\_

The Scope of the Work and prices under this Purchase Agreement are for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM	EXTENSION
1		We will be testing a 100 commercial water meters at various locations in town.	\$ 43,500.00 <b>NOT TO EXCEED</b>	\$ 43,500.00
			<b>TOTAL</b>	\$ 43,500.00

**NOTES:**

- 1) The SCOPE OF WORK shall not be changed without written agreement between the Consultant/Vendor and the Owner. Payment is based upon the attached Schedule of values and reimbursables.
- 2) No work beyond the SCOPE OF WORK shall be undertaken until written authorization is received from the Owner. Consultant/Vendor shall notify the Owner when the value of the Services performed equals eighty percent (80%) of the Contract Sum, at which point the Owner, Developer and Consultant/Vendor shall determine the time remaining on the Project for which Consultant/Vendor Services are or may be required, and the sufficiency of the Developer escrow account regarding payment for such Services.

**WARRANTIES and INDEMNIFICATION**

Consultant/Vendor agrees to employ the skill and efforts of a professional engineer in this area. CONSULTANT/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions attached hereto.

**THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE OWNER AND CONSULTANT/VENDOR. No payment will be issued unless a copy of this Purchase Agreement is signed, and dated and returned to the Owner. Material certifications/test reports required.**

**ACCEPTANCE OF PURCHASE AGREEMENT**

The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained. IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement the day and year written below.

**CONSULTANT/VENDOR:**

M.E. Simpson Co., Inc. - Cara Lance-Emerick - CFO  
By: Cara Lance-Emerick  
Representative of Vendor authorized to execute Purchase Agreement

**OWNER:**  
Village of Algonquin  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

## SUPPLEMENTAL CONDITIONS

- 1. Acceptance of Purchase Agreement:** The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Consultant/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder, and in any event, shall be deemed accepted in its entirety by Consultant/Vendor unless the Owner is notified to the contrary within ten (10) days from its date of issue.
- 2. Amendment, Modification or Substitution:** This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by the Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement.
- 3. Familiarity With Plans; Qualifications:** Consultant/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Consultant/Vendor's Services under this Purchase Agreement. Consultant/Vendor represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Consultant/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Consultant/Vendor, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Consultant/Vendor is responsible solely for its own and its employees' activities on the jobsite, but this shall not be construed to relieve the Owner or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of the Consultant/Vendor, nor the presence of the Consultant/Vendor or its employees and subcontractors, shall be construed to imply the Consultant/Vendor has any responsibility for the methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite by others.
- 5. Extra's and Change Orders:** No claim by Consultant/Vendor that any instructions, by drawing or otherwise, constitute a change in Consultant/Vendor's performance hereunder, for which Consultant/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of the Owner by a person have actual authority to do so.
- 6. Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Consultant/Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.
- 7. Taxes:** This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.
- 8. Payment:** The Owner will make partial payments to the Consultant/Vendor from time to time for Services performed by the Consultant/Vendor. Provided, however, in no event shall the Owner be obligated to pay Consultant/Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Consultant/Vendor shall invoice Owner monthly on a time and materials basis in the amount(s) and at the rate(s) set forth in the attached Schedule. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Consultant/Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Consultant/Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Purchase Agreement shall be paid by the Owner to Consultant/Vendor within 60 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner.
- 9. Consultant/Vendor Warranty:** Consultant/Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Purchase Agreement and in connection with the performance of such duties. All Services performed by Consultant/Vendor pursuant to this Purchase Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations, and shall conform to the *Village's 2006 Contractual Inspection Services Guide* and any specifications and drawings applicable to this Purchase Agreement.



**10. Insurance:**

10.1 Consultant/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its commercial liability insurance policies for Consultant/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in an such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Consultant/Vendor shall furnish the Owner with a certificate of insurance and such other documentation (including a copy of all or part of the policy) at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Owner deems necessary to establish compliance with this provision.

10.2 Consultant/Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Consultant/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Consultant/Vendor in connection with the Work. Such performance and payment bond shall be in an amount determined by Owner.

10.3 Breach of this paragraph is a material breach subject to immediate termination.

**11. Indemnity:** Consultant/Vendor hereby agrees to indemnify, and hold the Owner directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Consultant/Vendor, its agents, employees, subcontractors, successors and assigns. In any and all claims against the Owner or any of its agents or employees, by any employee of Consultant/Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant/Vendor assumes the entire liability for its own negligence, and as part of this Purchase Agreement waives all defenses available to Consultant/Vendor as an employer which limit the amount of Consultant/Vendor's liability to the Owner to the amount of Consultant/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

**12. Term and Termination:** The term of this Purchase Agreement shall commence as of the Effective Date and shall continue until the Project is completed or the Purchase Agreement is terminated by either party, or the value of the service provided by Consultant/Vendor has reached 100% of the Contract Sum. Notwithstanding the foregoing, either party may terminate this Purchase Agreement with or without cause at any time by providing written notice within a reasonable period of time prior to termination. In the event of a termination, Consultant/Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Consultant/Vendor be entitled to any additional compensation or damages in connection with a termination hereunder.

**13. Remedies:** Consultant/Vendor shall, for the duration of this Purchase Agreement, at the discretion of the Owner and at the expense of Consultant/Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Consultant/Vendor thereunder. In the event Consultant/Vendor fails to perform under this Purchase Agreement, it will be in default and the Owner may furnish or perform the same and recover from Consultant/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner.

**14. Compliance With Laws:** During the performance hereunder, Consultant/Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Consultant/Vendor's compliance with any Laws or Regulations.

**15. Notices:** All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Purchase Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Agreement.

**16. Records, Reports and Information:** Consultant/Vendor agrees to furnish Owner with reports and information regarding the Services performed under this Purchase Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Consultant/Vendor and the results thereof. Consultant/Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Services performed under this Purchase Agreement for a minimum period of five (5) years after completion of the Services, and such records shall be subject to audit by Owner upon reasonable advance notice to Consultant/Vendor on a mutually agreed date and time.

**17. Assignment:** Neither party shall assign this Purchase Agreement without written consent of the other, which consent shall not be unreasonably withheld, except that Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Consultant/Vendor to the Developer/Owner (if any) identified in this Purchase Agreement.

**18. Limitation Of Liability:** In no event shall the Owner be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law.

**19. Waiver:** Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Consultant/Vendor and Owner with respect to such future performance shall continue in full force and effect.

**20. Controlling Law, Severability:** The validity of this Purchase Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled recover its reasonable attorneys fees incurred in enforcing the terms of this Purchase Agreement. If any provision or requirement of this Purchase Agreement is declared or found to be unenforceable that balance of this Purchase Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

**CONSULTANT/VENDOR:**

Caroline - Emick

4/4/2024

\_\_\_\_\_  
Date

**VILLAGE OF ALGONQUIN**  
**PURCHASE ORDER INSURANCE REQUIREMENTS**

A. At all times while providing, performing, or completing the Work, Contractor (Contractor/Vendor and Vendor/Consultant) shall maintain the following minimum insurance coverage in the form, and from companies, acceptable to Owner.

1. **Commercial General Liability Insurance**

Limits: Each Occurrence and in the Aggregate      \$1,000,000

Such insurance shall include completed operations, contractual liability and personal/advertising injury coverage. The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

2. **Commercial Automobile Liability Insurance**

Limits: Each Occurrence      \$1,000,000

3. **Workers Compensation/Employers Liability Insurance**

Limits: Coverage A      Statutory  
Limits: Coverage B      \$1,000,000

The policy will contain a waiver of subrogation clause in favor of the Village of Algonquin.

4. **Umbrella Excess Liability Coverage**       ***Required if an "x"***

Limits: Each Occurrence and in the aggregate      \$2,000,000

The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

5. **Professional Liability Coverage** *(required if professional services are being provided)*

Limits: Each Occurrence      \$1,000,000

The Contractor shall provide the Village with a copy of the professional liability insurance policy and any endorsements.

B. All insurance required of the Contractor shall state that it is primary insurance as to additional insureds with respect to all claims arising out of the operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.

C. All required coverage shall be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

D. Prior to commencing work under this Agreement, the Contractor shall furnish the Village with a copy of all certificates showing the minimum coverage in insurance companies acceptable to the Village. All Certificates of Insurance required to be obtained by the Contractor shall provide coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final pay request. All Certificates of Insurance shall name the Village as additional insured as provided in these Requirements.

E. The Contractor agrees that the obligation to provide insurance as required is solely the Contractor's responsibility and cannot be waived by any act or omission of the Village, including, but not limited to:

1. allowing work by Contractor or any subcontractor of any tier to start before receipt of Certificates of Insurance; or
2. failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance received.

F. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.

G. Such insurance coverages and limits are minimums, and shall not be construed in any way as a limitation on the duty of the Contractor to carry adequate insurance or on Contractor's liability for losses or damages under this Contract.

H. The Contractor shall notify the Village, in writing of any possible or potential claim for personal injury or property damage arising out of the work of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the contractor.

I. The Contractor shall require every subcontractor of any tier, if any, not protected under the Contractor's policies, to maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor.

This is **SCHEDULE A**, consisting of \_\_\_\_\_ pages,  
referred to in and part of the **Village of Algonquin**  
**Purchase Agreement (Vendor/Services)**  
No. \_\_\_\_\_ effective \_\_\_\_\_, 20\_\_\_\_\_

**Scope of Work/Services – Vendor/Services**

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VOA: \_\_\_\_\_

\_\_\_\_\_ : \_\_\_\_\_

This is **SCHEDULE B**, consisting of \_\_\_\_\_ pages,  
referred to in and part of the **Village of Algonquin**  
**Purchase Agreement (Vendor/Services)**  
No. \_\_\_\_\_ effective \_\_\_\_\_, 20\_\_\_\_\_

**Contract Price – Vendor/Services**

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VOA: \_\_\_\_\_

\_\_\_\_\_ : \_\_\_\_\_



# Schedule C

## **Insurance Requirements – Vendor/Services**

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### **Required Insurance:**

Limits of liability for the insurance required under the Agreement are as follows or as otherwise agreed to in writing by the Owner and the Vendor:

1. **Workers Compensation.** Vendor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.
2. **Commercial General Liability.** Vendor shall provide commercial general liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of the Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner
  - a. Vendor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof.
  - b. Additional Insured. Such insurance shall name Owner as an additional insured and such coverage shall be primary and non-contributing with respect to the Owner's coverage.
  - c. Waiver of Subrogation. Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant this Agreement.
  - d. Continuing CGL Coverage. Vendor shall maintain commercial general liability insurance for at least 3 years following the earlier termination or the completion of this Agreement or the completion of the Work under this Agreement and all authorized extensions thereof.
3. **Business Automobile Insurance.** Vendor shall provide business auto liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Vendor this Agreement or under any applicable auto physical damage coverage.

VOA: \_\_\_\_\_

\_\_\_\_\_ : \_\_\_\_\_

**Evidence of Insurance.**

1. Vendor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.
2. Failure of Owner to demand such certificate or other evidence of compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.
3. Owner shall have the right, but not the obligation, to prohibit Vendor or any of its independent contractors or subcontractors from entering the Project site or performing work required under this Agreement until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.
4. Failure to maintain the insurance required in this Schedule shall constitute an event of default under this Agreement and shall allow Owner to immediately terminate this Agreement at Owner's option.
5. If Vendor fails to maintain the insurance as set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance at Vendor's expense.
6. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner when requested.
7. Vendor shall provide Owner with 30 days written notice prior to the cancellation or material change of any insurance required under this Agreement.
8. Vendor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

**General Insurance Provisions**

1. No Representation of Coverage Adequacy. By requiring the insurance as set out in this Schedule, Owner does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities provided to Owner in this Agreement, or any other provision of the Contract Documents.
2. Cross-Liability Coverage. If Vendor's liability policies do not contain the standard separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
3. The insurance requirements set out in this Schedule are independent from other obligations of Vendor under this Agreement and apply whether or not required by any other provision of this Agreement.
4. Independent Contractor/Subcontractor's Insurance. Vendor shall cause each independent contractor and subcontractor employed by Vendor to purchase and maintain insurance of the type specified in this Schedule. When requested by Owner, Vendor shall furnish to Owner copies of certificates of insurance evidencing coverage for each independent contractor or subcontractor.

VOA: \_\_\_\_\_

\_\_\_\_\_ : \_\_\_\_\_

This is **SCHEDULE D**, consisting of \_\_\_\_\_ pages,  
referred to in and part of the **Village of Algonquin  
Purchase Agreement (Vendor/Services)**  
No. \_\_\_\_\_ effective \_\_\_\_\_, 20\_\_\_\_\_

**Supplemental Terms and Conditions**

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VOA: \_\_\_\_\_

\_\_\_\_\_ :


LAW OFFICES  
**ZUKOWSKI, ROGERS, FLOOD & McARDLE**  
50 VIRGINIA STREET  
CRYSTAL LAKE, ILLINOIS 60014  
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**MEMORANDUM**

May 16, 2024

To: President and Board of Trustees  
From: Kelly Cahill, Village Attorney   
RE: NorthPoint Memorandum of Understanding

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Per the approved Landscape Plan prepared by Manhard Consulting, Northpoint was to naturalize the detentions on outlots A&B. These outlots are then supposed to be dedicated to the Village after the successful establishment of the native and wetland planting. The specifications in the landscape plan call for 3 years of maintenance after the basins are planted.

Northpoint has planted these basins, and the Village has determined that the native seeding has started to grow successfully. Northpoint does not want to manage the 3-year maintenance period for full establishment of these outlots. Instead, they would like to pay the Village for the 3 years of maintenance and monitoring. They are also going to give us money for overseeding as a precaution should the seeding fail for any reason.

The Village got a cost for the 3-year maintenance and monitoring period plus the overseeding from RES (Resource Environmental Solutions). This cost is \$166,388.50

The Village proposed this to NorthPoint and they would like to pay this, turn the outlots over to the Village for ownership and be absolved of any further maintenance and establishment of the naturalized detention basins because they are going to pay the Village to hire a contractor to do this and have the Village take responsibility for the establishment and meeting of the planting and establishment specifications.

The attached Memorandum of Understanding outlines these terms.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**Memorandum**”) is dated this \_\_\_ day of \_\_\_\_\_, 2024, between the Village of Algonquin, McHenry and Kane Counties, Illinois (the “**Village**”), being a home rule municipality in the State of Illinois, and NP BGO Algonquin Corporate Center, LLC, a Delaware limited liability corporation (“**NP BGO**”).

### RECITALS

- A. Pursuant to petitions filed by NP BGO with the Village, and after all required public hearings and deliberations, the corporate authorities of the Village enacted Ordinances 2021-O-36, 2021-O-37, 2021-O-38 on November 17, 2021, 2021-O-42 on December 7, 2021, 2022-O-18 and 2022-O-19 on April 19, 2022 and 2023-O-40 on September 19, 2023 (the “**Northpoint Ordinances**”).
- B. Among other things, the Northpoint Ordinances approved (i) the Final Plat of 1st Resubdivision for the Northpoint Algonquin Corporate Campus Subdivision (the “**Subdivision**”) which was subsequently recorded in the office of the Recorder of Deed of Kane County, Illinois on June 23, 2022, as document no. 2002K032552 (the “**Final Plat**”), (ii) a Final PUD Plans for Lots 2 and 5 and Outlots A and B (the “**Final PUD**”) and (iii) approved a Redevelopment Agreement for the development by NP BGO of an industrial and commercial development.
- C. The development of the Subdivision is to be accomplished in substantial compliance with all of the plans approved by the Village in the Northpoint Ordinances (the “**Approved Plans**”), subject to such minor modifications as the Village may require and / or as to which the Parties may agree.
- D. Per the approved Landscape Plan prepared by Manhard Consulting, NP BGO was to naturalize the detentions on Outlots A and B. The specifications in the landscape plan call for three years of maintenance after the basins are planted. These outlots are then to be dedicated to the Village in fee simple title after successful establishment of the native and wetland planting. The Village has determined that the native and wetland planting have been well established, and the parties agree that it is in the best interests of all concerned that the Village take over the direct oversight of the maintenance and monitoring of these outlots for the three years of the maintenance and monitoring period and in return, NP BGO has agreed to pay to the Village the cost for the three-year maintenance and monitoring period plus the overseeding from Resource Environmental Solutions, a total of \$166,388.50.

### CONSIDERATION AND AGREEMENT

In consideration of the mutual observance by the undersigned of the covenants and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is agreed as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated herein by reference and are declared to be true and correct.

2. **Approval of Redevelopment Agreement Amendment.** The Village hereby approves amendments and modifications to the Redevelopment Agreement, to effectuate the terms of this Memorandum of Understanding.

3. **Conveyance of Outlots A and B to the Village.** Within thirty (30) days following the execution of this Memorandum of Understanding, NP BGO shall (i) convey fee-simple title to Outlots A and B to the Village through a special warranty deed free and clear of all liens, mortgages, easements, covenants or encumbrances except for the terms and provisions of the Final Plat and Final PUD; and (ii) NP BGO shall pay to the Village the sum of \$166,388.50 which is the cost for the three-year maintenance and monitoring period plus the overseeding from Resource Environmental Solutions. Payment of the \$166,388.50 may be paid as follows:

1. One lump sum payment of \$166,388.50 by June 1, 2024; or
2. Split the payment in two years with a letter of credit assuring payment for the second year as follows:

	Year 1	Year 2 & 3
Basin A		
Overseeding Mesic Seed	\$5,675.55	\$5,675.55
Overseeding Wet-Mesic Seed	\$2,236.30	\$2,236.30
Overseeding Wet Prairie Seed	\$1,786.40	\$1,786.40
3 Year Establishment Maintenance (Mowing & Herbiciding)	\$39,800.00	\$79,600.00
Prescribed Burn	<u>\$ 0.00</u>	<u>\$ 4,700.00</u>
TOTAL	\$49,498.25	\$93,998.25
 Basin B (Northern Swale)		
Overseeding Mesic Seed	\$1,446.00	\$ 1,446.00
3 Year Establishment Maintenance (Mowing & Herbiciding)	\$6,300.00	\$ 12,600.00
Prescribed Burn	<u>\$ 0.00</u>	<u>\$ 1,100.00</u>
TOTAL	\$7,746.00	\$ 15,146.00
 TOTAL for all years	\$57,244.25	\$109,144.25
 LC Amount Year 1	\$109,144.25	

NP BGO shall pay all property taxes relative to Outlots A and B prior to such time those outlots are conveyed to the Village and the deed is recorded by the Village. Upon receipt of the deed, the Village agrees to promptly record same and apply for tax exempt status.

NP BGO agrees to provide any other documentation reasonably requested to accomplish the transfer of Outlots A and B to the Village in accordance with this provision.



4. Ratification. Except as expressly modified and amended herein, the Approved Plans shall remain unmodified and in full force and effect, Subject only to such additional minor modifications as the Village may hereafter, in its discretion, approve.

5. Severability. If any provision of this Memorandum of Understanding is held invalid by a court of competent jurisdiction, after exhaustion of all appeals or periods for such, or in the event such a court shall determine that the Village does not have the power to perform any such provision, after exhaustion of all appeals or periods for such, and if the deletion of such provision would materially adversely affect the benefits of this Memorandum of Understanding for either of the Parties, then (i) the Parties agree to cooperate in good faith to correct the legal defect/insufficiency so as to restore each Party the essential benefits of this Memorandum of Understanding.

6. Binding on Successors and Assigns. This Memorandum of Understanding shall be binding on the parties, and their respective successors, assigns, heirs and legal representatives.

VILLAGE OF ALGONQUIN,  
an Illinois municipal corporation

NP BGO ALGONQUIN CORPORATE  
CENTER, LLC, a Delaware limited liability  
company

By: \_\_\_\_\_  
Debby Sosine, Village President

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

Attest

Witness for NP BGO

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

\_\_\_\_\_

STATE OF ILLINOIS        )  
  )  
COUNTY OF \_\_\_\_\_  )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of NP BGO Algonquin Corporate Center, LLC, whose name is subscribed to the foregoing, appeared before me this day in person and severally acknowledged that as such person signed and delivered the said Agreement, as his free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

**GIVEN** under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  )  
COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, a Notary Public in and for said county, in the state aforesaid, do hereby certify that Debby Sosine as Village President of the Village of Algonquin, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public