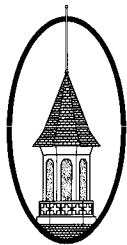


AGENDA  
COMMITTEE OF THE WHOLE  
December 10, 2019  
2200 Harnish Drive  
Village Board Room  
- AGENDA -  
7:30 P.M.

Trustee Jasper – Chairperson  
Trustee Brehmer  
Trustee Glogowski  
Trustee Spella  
Trustee Sosine  
Trustee Steigert  
President Schmitt

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**  
*(Persons wishing to address the Committee must register with the Chair prior to roll call.)*
3. **Community Development**
  - A. Consider 2075 E. Algonquin Road PUD/Plat/SUP (redevelopment of the former Brunswick Zone site)
  - B. Consider 2330 and 2500 Esplanade Drive PUD Amendment and Re-zoning (Lots 1 and 2 of Esplanade 2nd Resubdivision)
4. **General Administration**
  - A. Discuss and Consider Annual Funding in Support of Pioneer Center’s PADS/Homeless Shelter
  - B. Consider a Resolution Authorizing Signatories for the Village of Algonquin Banking Accounts
  - C. Consider an Agreement with Tryon Governmental Consulting for Services Beginning January 1, 2020 through the Second Wednesday, of January 2021
5. **Public Works & Safety**
  - A. Consider an Intergovernmental Agreement with Lake in the Hills for the Emergency Water Interconnect
  - B. Gaslight Park Tennis Courts Reconstruction Discussion
  - C. Consider and Agreement with Trotter & Associates for the Phase 3 Construction Oversight Services and an Amendment to a Prior Phase 2 Design Services Contract
  - D. Consider an Amendment to the Master Agreement Work Order Form for Supplemental Contracted Engineering Services with Christopher Burke Engineering
  - E. Consider an Agreement with Trotter & Associates for the Phase 3 Construction Engineering Services for Stage 3 Wet Utilities (N. Harrison/LaFox Dr.)
  - F. Consider an Agreement with RMS Utility Services for the Harper Drive Culvert Lining Project
6. **Executive Session**
7. **Other Business**
8. **Adjournment**



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

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

DATE: December 10, 2019

TO: Committee of the Whole

FROM: Benjamin A. Mason, AICP, Senior Planner

SUBJECT: *Case No. 2019-14. 2075 E. Algonquin Road — Final Plat, Final PUD and Special Use Permit for a self-storage facility, automotive car wash, and drive-through restaurant with outdoor seating*

---

Introduction

Mr. Steven Schwartz, property owner, has submitted a petition for re-subdivision of the 5.31-acre parcel located at 2075 East Algonquin. The property has been vacant for many years and was formerly occupied by Brunswick Zone entertainment and bowling alley.

Lot 1 would be located toward the rear of the property and consist of the former bowling alley structure, which is proposed for adaptive re-use as a climate controlled self-storage facility. Lot 2 would be sited in the approximate area where the old miniature golf course and batting cages were located, and be redeveloped for an automated car-wash building. Lot 3 would be positioned at the northeast corner of the property, adjacent to the Thornton's gas station, and a Popeyes Louisiana Kitchen fast casual restaurant will be built with a drive-thru lane wrapping around the rear of the building.

The subject property is currently zoned B-2, General Retail and the proposed development is seeking Final Planned Unit Development approval for each of the three lots. A Special Use Permit is required for the self-storage use proposed on Lot 1, the automotive car wash proposed on Lot 2, and the drive-thru restaurant on Lot 3.

Staff Comments

Following the initial Committee review of the project back in September, the petitioner has been very cooperative working with Staff to address the issues that were raised at the first meeting. Below are the improvements to the plans, of which updated copies are enclosed with this report:

- The ground sign to be shared by the self storage facility and car wash has been reduced in height from 16 feet tall, down to 12 feet to meet Village Code standards (revised monument sign elevation enclosed)

- Car wash elevations have been significantly enhanced to tone down the red color, remove the long metal seam canopy awning over the vacuums, and incorporate black awnings on the front elevation to break up the use of red. The tower elements on the ends of the building have been revised from a pitched roof to a flat roof design, to minimize standing seam metal to an accent material. Additionally, the wall signage has been appropriately scaled down to just two wall signs, and accurately reflects the official name of the business 'Extreme Clean \$3 Car Wash'. The only remaining revision Staff recommends is replacing the proposed red vacuums and hoses to a black color. Below is a side-by-side comparison of the original rendering with the new, updated version which Staff believes is much improved (full-size copies of revised car wash elevations enclosed)



- The landscape plan has been revised to extend the proposed 12-foot tall screening wall down the entire length of the west side of the property. The petitioner will also install an 8' black, vinyl-coated security fence along the south property line (revised landscape plan enclosed)
- The north side of the screening wall, facing out toward the detention pond and Route 62, has been enhanced with additional arborvitae shrubs as well as Boston Ivy to soften the look of the wall from the front of the property and Algonquin Road (revised landscape plan enclosed)
- The fencing proposed for the perimeter of the detention pond has been upgraded to wrought iron from the original renderings which depicted chain link (revised perspective rendering enclosed)
- The developer has committed to installing security cameras to monitor the outdoor storage area, as well as permit Village property maintenance staff access to perform inspections. Additionally, enclosed is a sample agreement the business will require customers to sign, restricting industrial vehicles and requiring all vehicles to be fully operational.

#### Recommendation

Staff concurs with the Planning and Zoning Commission and recommends approval of the Final Plat of Subdivision, Final Planned Unit Development and Special Use Permit for a self-storage facility, automotive car wash, and drive-through restaurant with outdoor seating, consistent with the revised plans submitted and the following conditions:

1. The site construction, utility installation and grading shall not commence until a Site Development Permit has been issued by the Village and all offsite and onsite utilities serving the subject property shall be underground, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency.
2. The Final Plat of Subdivision prepared by Arc Design Resources, Inc. with the latest revision date of August 6, 2019 shall be revised to incorporate the comments noted below and in the September 4, 2019 memorandum from Christopher Burke Engineering, the August 28, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and the September 12, 2019 Public Works memo. The plat shall be revised to extend the 35-foot cross access easement through the stormwater detention area up to the west property line, to provide the opportunity for future cross-access to the west.
3. The Site Plan prepared by Reitan Architects, LLC with the latest revision date of July 15, 2019 shall be revised to incorporate the comments noted below and in the September 4, 2019 memorandum from Christopher Burke Engineering, the August 28, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and the September 12, 2019 Public Works memo. The Village Engineer recommended



adding a left turn lane on East Algonquin Road, to serve the full access into the site, and the project engineer shall evaluate the feasibility of adding a turn lane in consultation with IDOT which has jurisdiction over the roadway. The project engineer shall also evaluate the feasibility of adding sidewalk along Rt. 62 in coordination with IDOT.

4. The Final Engineering Plans prepared by ARC Design Resources, Inc. with the latest revision date of August 9, 2019 shall be revised to incorporate the comments noted below and in the September 4, 2019 memorandum from Christopher Burke Engineering, the August 28, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and September 12, 2019 Public Works memo. The plans shall be revised to modify the dimensions of the parking stalls identified in the Village Engineer's review memo, that do not meet the Village's required minimum depth. Details for the dumpster enclosures shall be submitted. The enclosures shall be constructed of masonry material and have solid wooden doors that securely latch close. The locations of the car wash vacuums shall be shown on the revised plans and the color of the vacuums shall match the building's black anodized storefront window system. The existing asphalt adjacent to the former bowling alley building shall be removed and surface replaced in accordance with the Village Engineer's recommendation. The 12-foot tall PVC fencing shall have a woodgrain texture and material samples shall be submitted for review by Village Staff prior to permitting. The screening fence shall wrap the entire west side of the storage yard, without gaps along the retention pond, down to the south lot line. Nothing stored or accumulated inside the fence shall be visible above the top of the fence line, which may require taller campers and vehicles to be parked toward the interior of the yard rather than along the perimeter of the lot. The Fire District will require the gated access include the installation of a Knox Box key switch and said switch shall be shown on the revised plans. The developer shall consider looping watermain through the site to connect to an existing watermain on Compton Drive. The plans shall also be revised to show hydrant locations, proposed fire department connections (FDC) for each building. A fire hydrant is required within 100 feet of each FDC.
5. The Landscape Plan as prepared by ARC Design Resources, Inc. with the latest revision date of August 9, 2019, shall be revised to incorporate the comments noted below and in the September 4, 2019 memorandum from Christopher Burke Engineering, the August 28, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and September 12, 2019 Public Works memo. The tree loss fee as calculated by Public Works in the amount of \$43,050 shall be the responsibility of the developer to pay prior to obtaining any site development or building permits.
6. The exterior remodeling of the Brunswick Zone bowling alley shall be consistent with the Safe Storage renderings as prepared by Reitan Architects, LLC with the latest revision date of October 16, 2019. The windows for the glass atrium on the

front of the Self Storage building shall be black or dark bronze, consistent with the outlot buildings.

7. The exterior elevations of the car wash building as prepared by WT Group with the latest revision date of December 3, 2019 shall be revised to show black vacuums and hoses. The windows shall be black anodized aluminum, consistent with what is depicted on the elevations.
8. The exterior elevations of the Popeyes Louisiana Kitchen as prepared by Purohit Architects with the latest revision date of July 15, 2019 shall be revised to incorporate stone pilasters on the side and rear elevations. The windows shall be dark bronze anodized aluminum, consistent with what is depicted on the elevations.
9. Each building shall be permitted two wall signs, and meet Village Code standards for dimensions and lettering size. The existing ground sign that served the former Brunswick Zone business shall be removed concurrent with the installation of the proposed new grounds signs on the outlots. The ground signs shall be consistent with the enclosed rendering dated December 5, 2019 and have brick on all sides, a decorative masonry cap and foundation landscaping that is attractive throughout the year.
10. The Photometric Plan, as prepared by Cree Lighting, with the latest revision date of July 17, 2019 shall be revised to shall be revised to incorporate the comments noted below and in the September 4, 2019 memorandum from Christopher Burke Engineering, the August 28, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and subject to Public Works approval. The parking lot light fixtures shall meet Village standards with 25 foot poles, metal halide or LED lights, lens flush with the housing, downcast lighting, all flat black in color. The building mounted lights shall be downcast, lens flush with housing and metal halide or LED, and black in color. The Village Board shall have the right to review light levels and require a change if deemed inappropriate light levels.
11. All roof-mounted or ground located mechanical equipment shall be screened with an appropriate architectural element or landscaping.
12. The Private Property Enforcement Agreement shall be executed with the Algonquin Police Department prior to the issuance of any Certificate of Occupancies.
13. No materials or products may be stored outside the fenced storage yard at any time.
14. The following signs shall be prohibited, at all times: inflatable signs, flags, banners, pennants or any temporary or portable signs.
15. The developer shall utilize a form similar to the Life Storage "Parking Addendum" dated December 2018 for the proposed self storage facility on the property;

specifically, vehicles of an industrial nature – dump trucks, diesel trucks, construction vehicles – shall be prohibited and all vehicles stored shall be operational. The developer shall also be required to install a video camera system to monitor both the exterior storage yard and interior of the facility at all times. Village property maintenance staff shall be permitted to have access and make inspections of the storage yard upon request.

16. The existing miniature golf and batting cages on the property shall be demolished by July 1, 2020, regardless of when or if work starts on the proposed redevelopment of the property.

Enclosures: COTW minutes; Staff & Consultant memos; Revised Plan Submittal



**Village of Algonquin  
Minutes of the Committee of the Whole Meeting  
Held in Village Board Room  
September 17, 2019**

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

Trustee Jim Steigert, Chairperson, called the Committee of the Whole meeting to order at 8:00 p.m.

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

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

**AGENDA ITEM 2:** Public Comment  
None

**AGENDA ITEM 3:** Community Development  
Presented by

**A. Consider a Special Event Permit for the Dr. Stirneman's Angel Towne Park Celebration, Sunday, October 6, 2019**

Dr. Tim Stirneman has requested approval of a Special Event Permit to celebrate the 25th Anniversary of Angel Town playground in Towne Park. The event would be Sunday, October 6th from 1 to 3 pm. In case of rain the event would be relocated to Historic Village Hall. Dr. Stirneman is one of the founding members of the fundraising group that financed Angel Town.

There would be no admission charge, and this would be a family-friendly event to celebrate the fundraising and construction of Angel Town playground. The event would feature kids' games, face painting, memorabilia and history displays, a food cart, Police car and Fire Truck displays, and short program at 1:45 pm. There may be food available, it is unclear if it is a private food vendor or the food is provided by the applicant.

The applicant is asking for a waiver of the fees and for sign placement promoting the event at 6 locations near downtown. The applicant's proposed signs show too many pieces of information which makes it difficult to read, plus has Compassionate Dental Care, the Village, and the Chamber logos. It is recommended these signs be simplified to list only the event, date, and time, which is the purpose of the signs.

The applicant still needs to provide the required Certificate of Insurance; which Staff will make sure is filed before the event.

Recommended conditions include:

1. A McHenry County Health Department permit is required for any proposed food service;
2. Washroom facilities available in Towne Park;
3. Any temporary tents or structures shall be properly weighted or tied down per manufacturers' instructions. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter;
4. The requested temporary signs be revised as noted, the locations are approved, and all signs shall be removed by end of the day Monday, October 7.

Dr. Stirneman and Jim Wojdyla indicated that they are working on obtaining the proper certificate of insurance and each food vendor would provide their own permit from the Health Department. He also brought a new signage prototype with and without logos for the Village to review. They are both very excited about the event and have been receiving positive feedback from the facebook community.

President Schmitt indicated they should work with Staff regarding the signage and certificate of insurance.

It was the consensus of the Committee of the Whole to move this event forward for Board approval with the aforementioned conditions.

**B. Consider 2075 E. Algonquin Road PUD/Plat/SUP (redevelopment of the former Brunswick Zone site)**

Ben Mason Presenting

Mr. Steven Schwartz, property owner, has submitted a petition for re-subdivision of the 5.31-acre parcel located at 2075 East Algonquin. The property has been vacant for many years and was formerly occupied by Brunswick Zone entertainment and bowling alley. Lot 1 would be located toward the rear of the property and consist of the former bowling alley structure, which is proposed for adaptive re-use as a climate controlled self-storage facility. Lot 2 would be sited in the approximate area where the old miniature golf course and batting cages were located,

and be redeveloped for an automated car-wash building. Lot 3 would be positioned at the northeast corner of the property, adjacent to the Thornton's gas station, and a Popeye's Louisiana Kitchen fast casual restaurant will be built with a drive-thru lane wrapping around the rear of the building.

The subject property is currently zoned B-2, General Retail and the proposed development is seeking Final Planned Unit Development approval for each of the three lots. A Special Use Permit is required for the self-storage use proposed on Lot 1, the automotive car wash proposed on Lot 2, and the drive-thru restaurant on Lot 3.

**Staff Comments:**

**Final Plat of Subdivision** – The plat of subdivision creates three lots on the subject property: Lot 1, 2.558 acres; Lot 2, 1.847 acres; and Lot 3 0.874 acres. To provide an opportunity for future cross-access to the west, the plat shall be revised to extend the 35-foot cross access easement through the stormwater detention area up to the west property line, adjacent to what is currently the Huntington Bank property.

**Site Plan/Engineering Plans** – The subject property is located directly west of Thornton's gas station, on the south side of East Algonquin Road (Route 62). The current full access into the site from East Algonquin Road will shift toward the western lot line, in compliance with IDOT approval (see enclosed email confirming IDOT's acceptance of the access relocation), and align with a curb cut on the north side of the road. A cross-access connection will be opened to the Thornton's gas station to the east as well, providing an opportunity to access Compton Drive and the signalized intersection at Compton and Drive and East Algonquin Road.

Each lot will have its own parking and cross-access and cross-parking shall be provided throughout the development. There are 30 parking stalls proposed for the Popeye's restaurant lot, which is slightly less than the 38 that would be required for a restaurant of this size. However due to the fact a significant portion of the restaurant's customer's will use the drive-thru, and there will be cross-parking provided on the adjacent lots, the parking is sufficient. The plans shall be revised to modify the dimensions of the parking stalls identified in the Village Engineer's review memo that do not meet the Village's required minimum depth. Details for the dumpster enclosure shall be submitted. The enclosure shall be constructed of masonry material and have solid wooden doors that securely latch close.

Parking for the car wash is primarily provided for customers to utilize vacuums that are proposed to be located outside the front exterior of the building. The locations of the vacuums shall be shown on the revised plans and the color of the vacuums shall match the building's black anodized storefront window system. Additional, parking is provided at the rear of the building, for use by the employees.

The developer is proposing to make minimal improvements to the parking lot on the east and west ends of the former bowling alley building, primarily re-striping and crack sealing. As noted in the Village Engineer's review memo, the condition of the pavement adjacent to the current building is in a substantially deteriorated condition similar to the pavement proposed for a full depth replacement toward the front of the property. At a minimum, the existing asphalt shall be removed and surface replaced in accordance with the Village Engineer's recommendation. The former bowling alley building will be converted to an indoor self-storage facility. Parking for the self-storage facility will be on the east side of the building and the 11 stalls proposed should be more than adequate as the business itself will not have any on-site employees and be fully-automated. Fencing is proposed around the parking lot on the west side of the building, to establish a storage yard for private cars, RV campers and similar larger vehicles. The 12-foot tall PVC fencing shall have a woodgrain texture and material samples shall be submitted for review by Village Staff prior to permitting. The screening fence shall wrap the entire west side of the storage yard, without gaps along the retention pond, down to the south lot line. Nothing stored or accumulated inside the fence shall be visible above the top of the fence line, which may require taller campers and vehicles to be parked toward the interior of the yard rather than along the perimeter of the lot. The Fire District will require the gated access include the installation of a Knox Box key switch and said switch shall be shown on the revised plans. Both the Village Engineer and Fire District have significant questions about whether the proposed water service lines to the car wash and restaurant building are adequately sized to accommodate those uses. Additionally, the Village Engineer noted that the existing water service to the former Brunswick Zone building is not shown on the engineering plans, and may be under-sized; if the existing water service needs to be replaced, the developer shall consider looping watermain through the site to connect to an existing watermain on Compton Drive. The plans shall also be revised to show hydrant locations and proposed fire department connections (FDC) for each building. A fire hydrant is required within 100 feet of each FDC.

**Traffic Study** – A traffic memorandum, prepared by ARC Design Resources, Inc., with the latest revision date of July 12, 20149 was done for this project to show the number of new trips created by the development and impact to the existing road network. The majority (80%) of the traffic coming to the site will be traffic making trips specifically to the site. The traffic study states that this development will have a negligible impact on traffic at the intersection of Compton Drive and East Algonquin Road. The Village Engineer recommended adding a left turn lane on East Algonquin Road, to serve the full access into the site, and the project engineer shall evaluate the feasibility of adding a turn lane in consultation with IDOT which has jurisdiction over the roadway.

**Landscaping** – A tree survey was done for the site and the developer shall be required to pay the tree loss fee as calculated by Public Works. Due to the number of existing trees proposed for removal along the western lot line to accommodate the proposed stormwater detention, Staff is requiring the 12-foot tall fence the developer has shown

on the plans to screen the storage yard from the front of the property be further extended all the way south along the west lot line.

**Architecture** – The former Brunswick Zone bowling alley will be converted to an enclosed self-storage facility. The developer is proposing to retain the existing brick, primarily located on the west elevation, and re-paint the main field of the building's existing EFIS a light brown, sandstone color. A glass atrium would replace the building's main entrance, and provide the front elevation with a refreshed appearance. The developer shall provide material samples for review by Village Staff prior to permitting. The car wash building will be oriented toward East Algonquin Road and have a storefront retail appearance, with windows, canopies and pitched roof elements on both ends. The proposed number of wall signs exceeds Village Code, and the plans will need to be revised to show a maximum of two wall signs. The base of the building will have a masonry foundation and attractive stone columns are shown on all four sides. The windows shall be black anodized aluminum, consistent with what is depicted on the elevations. The plans shall be revised to replace the building's and vacuum canopy's standing seam metal roof with architectural roof shingles.

Similar to the car wash exterior elevations, Popeye's Louisiana Kitchen will feature a stone base with columns on the front of the building. The elevations shall be revised to incorporate stone pilasters on the side and rear elevations as well. Additionally, the canopies above the storefront windows shall be revised from standing seam metal to a fabric material. The windows shall be dark bronze anodized aluminum, consistent with what is depicted on the elevations. Material and color samples shall be provided for review by Village Staff prior to permitting.

**Signage** – Each building shall be permitted two wall signs, and meet Village Code standards for dimensions and lettering size. Wall sign letters are allowed a maximum height of 24 inches. The existing ground sign that served the former Brunswick Zone business will be removed. New ground signs are proposed for the two outlots. Popeye's Louisiana Kitchen will have their sign located on their lot and include brick on all sides and a masonry cap. The Popeye's sign is 10' by 12' wide, and shall include a decorative landscaped foundation that will remain attractive throughout the year. The car wash will have a ground sign on their lot as well, that will be shared by the Self-Storage business. The two-panel ground sign shall also have brick on all sides and a masonry cap, as depicted on the enclosed sign rendering. The height of the two-panel sign exceeds the Village Code standard of 12' tall, however staff supports the requested 16' height in part because the developer will be removing a currently non-conforming sign (Brunswick Zone) and also due to the fact that the East Algonquin Road Commercial Corridor was the subject of an extensive market study in 2015 by Gruen Gruen + Associates and one of its key findings suggested:

- *The high speed and level of traffic on East Algonquin Road is such that the study area offers only a limited "billboard" effect for those driving by properties that in some cases are not well placed and not readily visible to drivers. Given this constraint and the prevalence of poorly located and configured commercial uses with limited visibility to East Algonquin Road, consider flexibility on signage standards, especially if such flexibility is taken in conjunction with actions by property owners to make physical or tenanting enhancements to their properties.*

**Planning & Zoning Recommendation** - On September 9, 2019 the Planning and Zoning Commission considered the petition and unanimously recommended approval (5-0) of the request subject to the conditions listed by staff and the additional recommendations that increased landscaping be added along Route 62, as well as that the Village consider permitting a standing seam metal roof material on the car wash building if it were in a darker tone of red than proposed on the drawings.

**Recommendation** - Final Plat of Subdivision, Final Planned Unit Development and Special Use Permit for a self-storage facility, automotive car wash, and drive-through restaurant with outdoor seating, consistent with the plans submitted and the following conditions:

1. The site construction, utility installation and grading shall not commence until a Site Development Permit has been issued by the Village and all offsite and onsite utilities serving the subject property shall be underground, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency.
2. The Final Plat of Subdivision prepared by Arc Design Resources, Inc. with the latest revision date of August 6, 2019 shall be revised to incorporate the comments noted below and in the September 4, 2019 memorandum from Christopher Burke Engineering, the August 28, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and the September 12, 2019 Public Works memo. The plat shall be revised to extend the 35-foot cross access easement through the stormwater detention area up to the west property line, to provide the opportunity for future cross-access to the west.
3. The Site Plan prepared by Reitan Architects, LLC with the latest revision date of July 15, 2019 shall be revised to incorporate the comments noted below and in the September 4, 2019 memorandum from Christopher Burke Engineering, the August 28, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and the September 12, 2019 Public Works memo. The Village Engineer recommended adding a left turn lane on East Algonquin Road, to serve the full access into the site, and the project engineer shall evaluate the feasibility of adding a turn lane in consultation with IDOT which has jurisdiction over the roadway.
4. The Final Engineering Plans prepared by ARC Design Resources, Inc. with the latest revision date of August 9, 2019 shall be revised to incorporate the comments noted below and in the September 4, 2019 memorandum

from Christopher Burke Engineering, the August 28, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and September 12, 2019 Public Works memo. The plans shall be revised to modify the dimensions of the parking stalls identified in the Village Engineer's review memo, that do not meet the Village's required minimum depth. Details for the dumpster enclosures shall be submitted. The enclosures shall be constructed of masonry material and have solid wooden doors that securely latch close. The locations of the car wash vacuums shall be shown on the revised plans and the color of the vacuums shall match the building's black anodized storefront window system. The existing asphalt adjacent to the former bowling alley building shall be removed and surface replaced in accordance with the Village Engineer's recommendation. The 12-foot tall PVC fencing shall have a woodgrain texture and material samples shall be submitted for review by Village Staff prior to permitting. The screening fence shall wrap the entire west side of the storage yard, without gaps along the retention pond, down to the south lot line. Nothing stored or accumulated inside the fence shall be visible above the top of the fence line, which may require taller campers and vehicles to be parked toward the interior of the yard rather than along the perimeter of the lot. The Fire District will require the gated access include the installation of a Knox Box key switch and said switch shall be shown on the revised plans. The developer shall consider looping watermain through the site to connect to an existing watermain on Compton Drive. The plans shall also be revised to show hydrant locations, proposed fire department connections (FDC) for each building. A fire hydrant is required within 100 feet of each FDC.

5. The Landscape Plan as prepared by ARC Design Resources, Inc. with the latest revision date of August 9, 2019, shall be revised to incorporate the comments noted below and in the September 4, 2019 memorandum from Christopher Burke Engineering, the August 28, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and September 12, 2019 Public Works memo. The tree loss fee as calculated by Public Works in the amount of \$43,050 shall be the responsibility of the developer to pay prior to obtaining any site development or building permits.
6. The exterior remodeling of the Brunswick Zone bowling alley shall be consistent with the Safe Storage renderings as prepared by Reitan Architects, LLC with the latest revision date of September 5, 2019. The developer shall provide material samples for review by Village Staff prior to permitting.
7. The exterior elevations of the car wash building as prepared by WT Group with the latest revision date of September 5, 2019 shall be revised to show a maximum of two wall signs. The windows shall be black anodized aluminum, consistent with what is depicted on the elevations. The plans shall also be revised to replace the building's and vacuum canopy's standing seam metal roof with architectural roof shingles.
8. The exterior elevations of the Popeyes Louisiana Kitchen as prepared by Purohit Architects with the latest revision date of July 15, 2019 shall be revised to incorporate stone pilasters on the side and rear elevations. Additionally, the canopies above the storefront windows shall be revised from standing seam metal to a fabric material. The windows shall be dark bronze anodized aluminum, consistent with what is depicted on the elevations. Material and color samples shall be provided for reviewed by Village Staff prior to permitting.
9. Each building shall be permitted two wall signs, and meet Village Code standards for dimensions and lettering size. The existing ground sign that served the former Brunswick Zone business shall be removed concurrent with the installation of the proposed new grounds signs on the outlots. The ground signs shall be consistent with the enclosed rendering dated August 9, 2019 and have brick on all sides, a decorative masonry cap and foundation landscaping that is attractive throughout the year.
10. The Photometric Plan, as prepared by Cree Lighting, with the latest revision date of July 17, 2019 shall be revised to shall be revised to incorporate the comments noted below and in the September 4, 2019 memorandum from Christopher Burke Engineering, the August 28, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and subject to Public Works approval. The parking lot light fixtures shall meet Village standards with 25 foot poles, metal halide or LED lights, lens flush with the housing, downcast lighting, all flat black in color. The building mounted lights shall be downcast, lens flush with housing and metal halide or LED, and black in color. The Village Board shall have the right to review light levels and require a change if deemed inappropriate light levels.
11. All roof-mounted or ground located mechanical equipment shall be screened with an appropriate architectural element or landscaping.
12. The Private Property Enforcement Agreement shall be executed with the Algonquin Police Department prior to the issuance of any Certificate of Occupancies.
13. No materials or products may be stored outside the fenced storage yard at any time
14. The following signs shall be prohibited, at all times: inflatable signs, flags, banners, pennants or any temporary or portable signs.

Mr. Schwartz presented a Power Point going over the layout of the proposed project, showing fencing, signage, renderings of each building and subdivided lot. Within his presentation he explained the adjacent properties topography and how he feels that property is undevelopable the current forestation would obstruct the view of the back lot of the storage facility and why he proposes a 6-foot fence verses the 12 foot wall as suggested by staff. He also explained that studies show higher signage is needed for traffic at a higher rate of speed as on Algonquin



Road. Also, that after discussing signage with the proposed carwash owner, he would like to include a portion of the sign to be removable/changeable.

Mr. Smith, from the audience, asked if there was any concern with the far west exit of the property being too close to Huntington Bank and what was the distance between the two?

Following extensive discussion by the Committee regarding environmental issues with the outdoor storage, signage, landscape, fencing, roof material, exterior colors, and security at the storage units, it was the consensus of the Committee of the Whole to have the developer work with staff on toning down the red on the car wash, the roofing materials, signage size, fencing, and additional landscaping around the storage unit exterior fencing.

**AGENDA ITEM 4:** General Administration  
None

**AGENDA ITEM 5:** Public Works & Safety

Mr. Mitchard Presented a virtual tour of the Downtown development project explaining in detail each of the projects included in their packet. He explained where they are now, what will be accomplished within the proposed projects, and the final objectives. He also explained that there have been many complications that have arose with the various stages of the project that have required work a rounds and additional add-ons for each project thus far. Following his presentation, the Committee addressed each contract/project individually.

**A. Consider an Agreement with Christopher Burke Engineering for the MCCD Trailhead and LaFox River Drive Bridge Improvements 75% plans**

Staff has been working with the McHenry County Conservation District (MCCD) to replace the bridge over La Fox River Drive and improve the bike trail and trailhead adjacent to the bridge.

Christopher B. Burke Eng. Ltd. (CBBEL) was assigned the preliminary engineering tasks on this project and performed very well.

Public Works desires to have the bridge replacement and MCCD Trailhead ready to go as soon as possible after the bridge is removed as part of the Downtown Streetscape Stage 3 Wet Utility Project that proceeds through that area. As you may recall, the Stage 3 Wet Utility Project is the installation of the new Interceptor Sewer from Algonquin Rd. south to the corner of La Fox River Dr. and Center St.

The Stage 3 Wet Utility project is projected to commence in 2020.

We have received proposal from CBBEL in the amount of \$62,814 to bring the plans to 75% completion. A copy of the proposal is attached with the various tasks outlined.

During budget preparation for this fiscal year, staff was not sure of the exact timing and phasing of the Stage 3 Wet Utility project and how coordination of this part of the downtown streetscape would factor out with different contractors. We were expecting that it may go into a design/build project that would have started construction this summer. However, this will now be happening in the summer of 2020. Staff budgeted \$550,000 in this year's budget in line item 04900300 45593 to start construction. Since this will be deferred until next year, we will move \$62,814 of that money into engineering 04900300 42232 for this design. This contract will get us to 75% plans which will allow for a design/build proposal of these improvements once the wet utilities are completed.

It is Public Works recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of a design contract with Christopher B. Burke Engineering for MCD Trailhead & LaFox River Drive Bridge Improvements 75% plans in the amount of \$62,814.

Mr. Kempf, from the audience, asked how long would the trail be closed. Mr. Mitchard indicated most of the 2020 construction season.

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

**B. Consider an Agreement with Christopher B. Burke Engineering for Stage 1D of the Downtown Streetscape which is the Bike Trail Connection on Main Street and Harrison Street and the Roundabout at Cary/Algonquin Road**

Staff has been working with the McHenry County Department of Transportation (McDOT) and CBBEL has competed a Phase 1 Engineering Study of the project that will create a roundabout, road improvements and bicycle trails.

This project has been awarded Federal funds through an ITEP Grant (\$1.2 million) as well as funding from McDOT (\$500,000).

The Phase 2 design now needs to be commenced. Christopher B. Burke Engineering Ltd. (CBBEL) competed the Phase 1 Study, has been coordinating and assisting in the grant applications and negotiating with McDOT for their financial participation. Public Works desires to have the bike trail and roundabout design ready to go as soon as possible after the completion of the Downtown Streetscape Stage 2&3 Wet Utility Project that proceeds through this area.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

September 4, 2019

Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102

Attention: Ben Mason, Senior Planner

Subject: 2075 Development – FIRST REVIEW  
Algonquin Case No. 2019-14  
(CBBEL Project No. 07-0272.00116)

Dear Ben:

We have reviewed the following documents related to this project:

- Engineering Plans prepared by ARC Design Resources, Inc. bearing a revision date of August 9, 2019
- Stormwater Management Report prepared by ARC Design Resources, Inc. bearing a revision date of August 9, 2019
- Project Traffic Memorandum prepared by ARC Design Resources, Inc. bearing a revision date of July 12, 2019
- Final Plat of Subdivision prepared by ARC Design Resources, Inc. bearing a revision date of August 6, 2019
- Photometric Plan prepared by Cree Lighting bearing a revision date of July 17, 2017
- Preliminary Exterior Elevation (SK1) prepared by Reitan Architects, LLC bearing a revision date of August 9, 2019
- Preliminary Site Plan (SK2) prepared by Reitan Architects, LLC bearing a revision date of July 15, 2019
- Preliminary Floor Plan (SK3) prepared by Reitan Architects, LLC bearing a revision date of July 15, 2019
- Architectural Plan sheets A5, A6, and K1 prepared by Purohit Architects bearing a revision date of July 15, 2019
- Colored Exterior Elevations (A201-C) prepared by WT Group bearing a revision date of December 5, 2018
- Colored Exterior Elevation prepared by Purohit Architects bearing no revision date

It is our understanding that this project will be presented to the Planning and Zoning Commission in September. We offer the following comments for their consideration:

## **ENGINEERING PLANS**

### Sheet C01

1. The phrase "48 hours" should be deleted and replaced with "two business days" in SANITARY SEWER NOTE 2 and WATER UTILITY NOTE 2.
2. The word "dried" is misspelled in SANITARY SEWER NOTE 7B.
3. The word "and" is misspelled in SANITARY SEWER NOTE 15B.

### Sheet C04

4. The use of an inlet filter is missing from storm structure D17 along the west curb line adjacent to the detention pond.
5. The use of an inlet filter is called for at the northwest corner of the parking area for the car wash where there is no storm structure; possibly the missing callout for D17.
6. The use of riprap (RR) is not noted on the plan sheet but found in the sheet legend. The item shall be removed from the legend if not used on the project.
7. The specified erosion control blanket (BLS) shall be changed to NAG S150BN in the sheet legend.

### Sheet C08

8. The proposed parking stalls at the northeast, southeast and southwest corners of the Quick Service Restaurant parking lot do not have the proper depth due to the kinks in the curb line. The stalls shall be increased in size to obtain the proper depth or striped for no parking. The stall at the southeast corner of the site cannot be accessed if a truck is servicing the dumpster enclosure (typical to sheets C08 thru C16).
9. The parking stall adjacent to the dumpster for the car wash site cannot be accessed if a truck is servicing the dumpster enclosure (typical to sheets C08 thru C16).
10. The ZONING INFORMATION table does not state how many parking stalls are required for the proposed uses and the number of stalls provided for comparison.

11. The proposed pole mounted lighting found on the Photometric Plan shall be added to the plan sheet (typical to sheets C08 thru C16).
12. An existing fire hydrant is shown to be protected near the northwest corner of the site on sheet C06, but it has disappeared on this sheet and others. It should be returned so that it can be verified if it will be impacted by the development (typical to sheets C08 thru C15).
13. The existing parking lot adjacent to the bowling alley is needing repairs beyond the specified sealing and restriping as grasses and plants are now growing through the pavement cracks. We recommend the pavement be replaced full depth as called for in other locations on the site. At a minimum the asphalt surface should be removed, the aggregate base recompactd (if acceptable), and the asphalt surface replaced.

#### Sheet C09

14. Insert the text "(TYP.)" beside the single callout for the ADA SIGN at the car wash as the same symbol is used for the quick service restaurant.

#### Sheet C11

15. The values for the elevation contours located within the detention basin are missing from the plan sheet and shall be added (typical to sheets C11 and C12).
16. Many of the elevation contours on the plan sheet lack their values. These shall all be added.
17. The 100-year overland flow paths to and away from the detention pond are not noted on the plan sheet (typical to sheets C11 and C12).
18. The following information shall be added to the proposed detention pond in a note: the NWL, the HWL, the required detention volume, and the actual detention volume.
19. The top and bottom elevations for the retaining wall around the detention pond are missing from the plan sheet (typical to sheets C11 and C12). If the wall will be in excess of three feet, then it will have to be designed and sealed by a structural engineer.
20. It is unclear from the proposed grading if there is to be a ramp to access the two ADA stalls for the car wash building or there is going to be a vanishing curb face from the parking island westward to the ADA stalls. The engineer shall clarify his design intent.

21. Similarly, the same lack of clarity exists for the sidewalk area immediately west of the ADA stalls for the quick service restaurant which appears to be where the door and the accessible pathway would be.

#### Sheet C13

22. The orientation of the north arrow on the plan sheet does not correlate with the directions listed for the structure inverts. "Plan" North is not true North as the site faces to true northeast. If Plan North is to remain in the 12 o'clock position on the plan sheet, then the invert directions should be revised to reflect this (typical to sheets C13 thru C16).
23. The noted slope of pipe P32 shall be revised to 26.20% if the given upstream and downstream inverts are held.

#### Sheet C15

24. The utility crossing information for the both the proposed sanitary sewer and potable water service lines is not noted on the plan sheet.
25. The linework for the 6-inch sanitary service line for the car wash building is missing from the plan sheet, but there are several callouts on the plan sheet referencing it.
26. It is our understanding that both new structures must have fire sprinkling systems. As such, the specified 2-inch diameter water services are probably inadequate. A combined fire & domestic service line shall be brought into the buildings and the domestic service split from the combined line within the building.
27. The fire department connections shall be added to the plan sheet along with a radius line to show that it is within the limits of the applicable fire protection district.
28. The diameter of the existing water service to the bowling alley building is not noted on the plan sheet. It may not be large enough to supply the fire protection needs of the reused structure. If the service line has to be replaced, it may be advantageous to loop the main through the site and connect with the watermain within the Compton Road right-of-way.

#### Sheet L01

29. The proposed pole mounted lighting found on the Photometric Plan shall be added to the plan sheet.

30. The proposed underground utilities found on the C-series plan sheets shall be added to this plan sheet.
31. The seeding or planting for the stabilization of the detention pond is not noted on the plan sheet.

#### **PLAT OF SUBDIVISION**

32. The provisions for the utility, stormwater management, and cross-access easements to be granted are not found on the plat.
33. The site's PIN should be added to the plat (19-35-452-006).
34. The school district information is missing from the plat.

#### **PHOTOMETRIC PLAN**

35. The architectural renderings note that 16 wall sconces will be used around the perimeter of the car wash building. These do not appear in the photometric plan but should and their light contribution added to the photometric calculations.
36. The architectural renderings note that 16 or more wall sconces will be used around the perimeter of the Popeyes (quick service restaurant) building. These do not appear in the photometric plan but should and their light contribution added to the photometric calculations.
37. The final engineering submittal shall include an electrical site plan showing the wiring, conduit, power source, and control location for all exterior lighting. All conduit under paved surfaces shall be rigid metal conduit. The site plan shall also include a fully dimensioned foundation detail for the proposed pole including callouts for the interior reinforcement.
38. The proposed locations of the two (2) OSQT-2ME lighting units along the Northern east/west entrance drive are in direct conflict with proposed dry underground utilities proposed for the site. Please revise Photometric or Utility Plan accordingly. Also, all light pole locations should be shown on the proposed Utility Plan.
39. The proposed OSQT-5SH lighting unit located near the physical entrance to the car wash is in direct conflict with the existing gas main running north and south through the site. Please revise Photometric Plan accordingly.

40. The Luminaire Schedule in the Photometric Plan shows that the nine (9) OSQT-5SH lighting units are calculated using a LMF factor of 1.020, which is too high. Please revise Photometric calculations accordingly.
41. Along the west property line of the southwest and the east property line of the southeast parking areas there are four (4) OSQT-4ME proposed lighting units shown to be installed in this location. There is not enough room in these areas to construct these poles and foundations. Please revise these light pole locations.
42. In the same parking area, there are two (2) proposed OSQT-5SH lighting standards located in unprotected areas adjacent to drive aisles. These light standards need to be relocated to protected islands or behind barrier curbs. Please revise plans accordingly.
43. The lighting levels along the southwest, southeast, east and south property lines exceed 0.5 fc. Please reduce all lighting levels at the property lines to 0.5 fc or less. Provide a calculation grid and summary in the Photometric Plan that confirms this requirement has been met.
44. The proposed light pole type OSQT-4ME located next to the dumpster corral for the Popeye's portion of the site is in direct conflict with the proposed storm sewer. Please revise plans accordingly.
45. Five (5) of the proposed light standards for the Northern car wash/Popeye's portion of the site are in direct conflict with proposed trees. Please revise Landscape Plan and Photometric Plan accordingly. All proposed light standard locations need to be shown on the proposed Landscape Plan to verify all conflicts have been addressed on both plans.
46. There was no Landscape Plan submitted for the southeast and southwest parking areas. Verify the same comments from Comment #41 have been addressed for these parking areas.

## **PRELIMINARY SITE PLAN**

47. To-scale outlines of vehicles queuing for the car wash both within the three service lanes and within the drive area north of it shall be depicted on the plan sheet. There should be enough space to queue the peak demand on-site and prevent it from spilling out onto Algonquin Road.
48. To-scale outlines of vehicles queuing for the quick service restaurant within the single drive-thru lane shall be depicted on the plan sheet. There should be enough space to queue the peak demand on-site and prevent it from spilling out onto the east-west access road.



## **STORMWATER MANAGEMENT**

49. The plans and stormwater report should be signed and sealed by a licensed Illinois Professional Engineer.
50. The Applicant should clarify why two outlet control structures are noted on the drainage and utility plans.
51. Huff rainfall distributions should be used. SCS Type II is only allowable when the TR-55 tabular method is used.
52. Off-site flow should be determined by completing a critical duration analysis. It appears that only the 24-hour duration was completed.
53. Storm sewer, inlet, and overland flow calculations should be provided for review.
54. The 30-inch RCP outlet should be modeled utilizing a program that accounts for losses and tailwater effects of the existing closed system.
55. Additional topography should be provided to justify off-site tributary area limits. The Applicant should also clarify where runoff from the existing building roof is conveyed.
56. A blocked restrictor model run should be completed. Any overflow in this scenario should be less than the existing 100-year, 24-hour flowrate.

## **TRAFFIC MEMORANDUM**

57. The document does not provide information as to the peak number of vehicles that will be queuing for service for either the car wash or the quick service restaurant.
58. The TIS should state the size of each proposed land use.
59. The TIS should clarify that the existing full access along IL Route 62 (Algonquin Road) will be closed and a new full access is to be built approximately 150' north of the current location.
60. The TIS will need to be submitted to IDOT for review and approval of the proposed full access on IL Route 62 (Algonquin Road).

61. A new left turn lane is recommended on IL Route 62 (Algonquin Road) for access to the proposed full access driveway. The design of the left turn lane will need to satisfy IDOT standards.
62. The signalized intersection of IL Route 62 (Algonquin Road) and County Line Road and the two Thornton's access driveways should be counted. The 2015 volume count data is outdated, and the Thornton's driveways had not been previously counted.
63. Tables 1 – 6, Trip Distribution, should be combined into one table illustrating the total site trip generation for the proposed land uses.
64. The TIS should state what year the proposed land uses will be constructed.
65. The TIS should develop traffic volumes for year of construction plus five. Capacity analyses should also be performed using year of construction plus five traffic volumes.
66. The Synchro capacity analyses should be revised for the Algonquin Road and Compton Drive/County Line Road intersection:
  - All left turn movements operate as protected only.
  - The Yellow + All Red clearances should be revised as follows:
    - a. All left turn movements  $Y = 3.5$  seconds
    - b. All through movements  $Y = 4.5$  seconds
    - c. Phases 1, 4, 5 & 8 All Red = 1.5 seconds
    - d. Phases 3 & 7 All Red = 1.0 seconds
    - e. Phases 2 & 6 All Red = 2.0 seconds
  - The Saturation Flow rate for eastbound/westbound through movements (Phases 4 & 8) should be 2000 vphpl.
  - The Recall Mode should be "None" for all movements except Phases 2 & 6 where it should be C-Max. There are no minimum recalls on any of the phases.
  - The cycle length for the AM Peak is 140 seconds.
  - The existing AM Peak plan splits in seconds are as follows (Phases 1 – 8): 15, 89, 15, 21, 36, 68, 15, 21.
  - The cycle length for the PM Peak is 160 seconds.
  - The existing PM Peak plan splits in seconds are as follows (Phases 1 – 8): 16, 100, 16, 28, 26, 90, 16, 28.
  - Heavy Vehicle percentages should be entered.
  - There are no pedestrian phases/movements at this intersection.
  - 95% Queue lengths should be shown on the Synchro output.

67. The TIS should discuss the on-site circulation including the maximum expected queuing of each land use and when it is expected to occur.
68. The TIS should evaluate the need for an eastbound right turn lane on IL Route 62 (Algonquin Road) at the proposed full access driveway utilizing IDOT criteria.

#### **OUTSIDE PERMITTING AGENCIES**

69. A permit will be required from the IEPA if the proposed sanitary discharge will be more than 1500 gallons per day for either the car wash or quick service restaurant use.
70. A permit will be required from the IEPA for the site disturbance associated with this project.
71. A permit from IDOT is required for all work performed within the Algonquin Road (IL 62) right-of-way.

#### **GENERAL COMMENTS**

72. Turning exhibits should be prepared and submitted to show that the applicable fire apparatus can access all three buildings appropriately.
73. The submission did not include any information about the proposed wash water recycling system. The engineer/applicant shall coordinate with the Department of Public Works regarding the nature of the release from the system to the public system as part of the Village's pretreatment program.

Sincerely,



Paul R. Bourke, PE CFM CPMSM  
Assistant Head, Municipal Department



Michael E. Kerr, PE  
Executive Vice President



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

**– M E M O R A N D U M –**

DATE: September 12, 2019

TO: Ben Mason, Senior Planner

FROM: John Heinz, Staff Engineer

SUBJECT: 2075 E. Algonquin Rd.- Former Brunswick Site- Public Works Plan Review

---

Below are the Public Works Department comments that would coincide with comments by Paul Bourke with CBBEL as well as comments made by the Fire District:

**Site Utilities**

**Water**

- PW staff recommends the installation of an 8-inch water main to run through the site and connecting to the 12-inch water main on Compton Dr. there would be pressure connections on both the Algonquin Rd. 8-inch water main and the 12-inch water main on Compton Dr.
- The water service locations for the Car Wash and Restaurant would need to be revised to be connected to this new water main.
- The size of the water services to both of the new out lots (Car Wash and Restaurant) should meet the requirements of the Fire District for fire suppression and for their proposed commercial uses.
- Please provide locations for fire hydrants, the Fire District will have to verify the number and proposed locations for approval.

**Sanitary Sewer**

- There is no sanitary sewer service line indicated for the Car Wash, please provide a location, tie in point and size of the service.
- The service for the Restaurant is proposed to be 4-inch, please revise for a 8-inch service as well as a detail for the connection to the main line sanitary sewer along Algonquin Rd.

**Storm Water Management**

- The plan does not provide contours off the site to determine if drainage issues may be created by the proposed improvements. The entire site is required to drain to the detention area and not create drainage issues such as trapping water or overflow of site storm water on adjacent properties.

## **Parking Lot**

- The existing parking lot to the northwest of the existing building is in very poor condition, the existing asphalt needs to be removed and replaced, please provide a cross section of the new proposed pavement section.

## **Tree Survey and Landscape Plan**

- The Village tree ordinance requirements were applied to the submitted tree inventory, and those trees proposed for removal. Of the trees proposed for removal, there is a calculated loss (per the ordinance) of 476.5 inches of tree diameter.
- The submitted landscape plans call for deciduous shade tree replacement in the total of 46 caliper inches (measured at six inches above grade). When credited to our loss total, the proposal for the site leaves us with a negative DBH tree quantity of 430.5 inches. This is a substantial loss to the environment of the Village.
- Per Village Code Chapter five (5), section fifteen (15), paragraph “P”, “Should the Village Arborist determine that full replacement would result in unreasonable crowding upon the lot; the permittee shall be required to offset the environmental loss by paying a loss fee to the Village. The loss fee will be based upon \$100.00 per caliper inch of loss based upon the formula noted above. This loss fee will account for the proposed environmental losses and shall be used to provide reforestation in other areas of the Village. Said fee shall be paid prior to the issuance of a site development permit”. With the formula from the code, as noted above, the total of inches lost, times \$100.00, places the environmental loss fee at \$43,050.
- If this proposal is viewed as the best alternative to the development of this site, it is our recommendation that the Village be issued an environmental loss fee in the amount of \$43,050. All monies would be used for reforestation in other areas of the Village. This will allow all parties to be accountable for this substantial amount of tree loss.
- The Landscape plan does not reflect the requirements of utilizing the Village’s approved tree species list or required diversity, please review the tree code in Chapter 5 of the Village code and re-submit for review. The current tree list can be found on the Village website [https://www.algonquin.org/egov/documents/1490967146\\_24991.pdf](https://www.algonquin.org/egov/documents/1490967146_24991.pdf)

# Algonquin-Lake in the Hills Fire Protection District Fire District Memorandum



DATE: August 28, 2019  
TO: Ben Mason, Senior Planner Village of Algonquin  
FROM: Cory Pikora, Fire Prevention Director Algonquin- LITH FPD  
RE: 2075 E. Algonquin Road redevelopment

---

Thank you for providing the redevelopment drawings for the property located at 2075 E. Algonquin road. Please find my comments below:

## **Overall Site:**

- Indicate the fire hydrant locations on the drawing.
- Fire hydrants shall be no further than 300 feet apart, all hydrants shall not be on a dead end and shall be looped.
- Provide an emergency vehicle access plan using the turning radius schematic provided for our tower ladder truck. This access plan should include all driveways / roadways of the property.
- Fire Department hose access shall be no more than 150 feet from the fire apparatus to all sides of the buildings from each fire department access road.
- All buildings at a minimum will require the following fire protection systems: a fire sprinkler system, a fire alarm system. The Popeye's Chicken will additionally require a kitchen hood suppression system.
- All fire department access roads shall be a minimum of 20 feet unobstructed.
- Clear 75 cd Strobes are required above the main entrances of all buildings to activate on all fire alarms.
- A blue lens 75 cd horn strobe is required to active for a water flow alarms only and is required above the fire department connection.
- A 10 psi safety factor is required for all fire sprinkler systems hydraulic calculations.
- RPDA backflow preventer with meter bypass measured in gallons is required.
- The fire department connections shall be a 4 inch Storz connection, with a 30 degree downturn. For building requiring a sprinkler demand of 1000 gpm or greater two 4 inch Storz connections will be required.
- Ball drips and main drains shall be to piped to the exterior whenever possible.
- An adjustable low temp device is required in all sprinkler rooms to report as a supervisory alarm.
- All new fire alarm systems shall transmit via radio to a UL listed central station.
- Exterior and interior sprinkler bells shall be replaced with exterior and interior rated audio visual devices.

**Popeye's Chicken:**

- Provide an egress plan, including travel distances.
- Indicate the location of the fire department connection on the drawings.
- Provide a fire hydrant within 100 feet of the fire department connection, indicate the hydrant location on the drawings.

**Self-Storage Building:**

- Provide an egress plan, including travel distances.
- Indicate the location of the fire department connection on the drawings.
- Provide a fire hydrant within 100 feet of the fire department connection, indicate the hydrant location on the drawings.
- Install a Knox Box key switch for the 8 foot gate on the west side of the building. Indicate the location of the Knox Box key switch on the drawings.

**Car Wash:**

- Provide an egress plan, including travel distances.
- Indicate the location of the fire department connection on the drawings.
- Provide a fire hydrant within 100 feet of the fire department connection, indicate the hydrant location on the drawings.

Should you have any questions on my comments, please feel free to contact me.

Cory Pikora  
Fire Prevention Director  
Algonquin-Lake in the Hills Fire Protection District



## Ben Mason

---

**From:** Haydel, Yeleina I <Yeleina.Haydel@illinois.gov>  
**Sent:** Friday, September 6, 2019 11:42 AM  
**To:** Ben Mason  
**Cc:** Gallenbach, Thomas G  
**Subject:** RE: 2075 E. Algonquin Road redevelopment plans (Village of Algonquin)  
**Attachments:** Scanned from a Xerox Multifunction Printer.pdf

Good morning Mr. Mason,

Thank you for contacting us regarding the redevelopment of the old Brunswick Zone property at the subject location. We had received and reviewed a copy of the conceptual plan designed by ARC Design Resources Inc. for this site and have conceptually approved the proposed access location as shown on the plan dated May 29, 2019. Attached please find a copy of the email sent to ARC Design where we notify them of our approval. If you have any questions or need additional information please feel free to contact me at 847-705-4145 or Tom Gallenbach at 847-705-4130.

THANK YOU,

YELEINA I. HAYDEL  
ILLINOIS DEPARTMENT OF TRANSPORTATION  
BUREAU OF TRAFFIC - PERMITS SECTION  
201 WEST CENTER COURT  
SCHAUMBURG, IL 60196  
(847) 705-4145

---

**From:** Gallenbach, Thomas G  
**Sent:** Monday, August 12, 2019 4:07 PM  
**To:** Haydel, Yeleina I <Yeleina.Haydel@illinois.gov>  
**Subject:** FW: 2075 E. Algonquin Road redevelopment plans (Village of Algonquin)

This is just inside McHenry County.

---

**From:** Ben Mason <[bmason@algonquin.org](mailto:bmason@algonquin.org)>  
**Sent:** Monday, August 12, 2019 4:06 PM  
**To:** Gallenbach, Thomas G <[Thomas.Gallenbach@illinois.gov](mailto:Thomas.Gallenbach@illinois.gov)>  
**Subject:** [External] 2075 E. Algonquin Road redevelopment plans (Village of Algonquin)

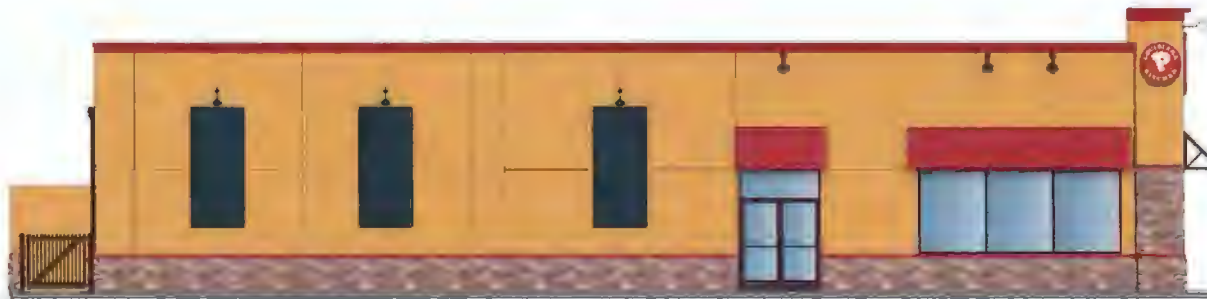
Hello Mr. Gallenbach,

I just wanted to give you a heads-up this owner has submitted plans for redevelopment of the old Brunswick Zone property at 2075 E. Algonquin Road.

The petition is scheduled to go to our Planning and Zoning Commission in September and below is a Dropbox hyperlink to the developer's plan submittal files:

2075 E. Algonquin Road plan submittal  
<https://www.dropbox.com/sh/t2gezhhgjqkjoqh/AADiyTkxxgeKeAbi68VTK4eZa?dl=0>

Please let me know if you have any comments or questions; the village's understanding is that the developer is required to shift the property's access to align with the existing curb cut on the north side of Rt. 62 and so that is the alignment shown on the civil engineering plans.



2075 E. Algonquin Road, Algonquin IL 60102  
 Popeyes Louisiana Kitchen

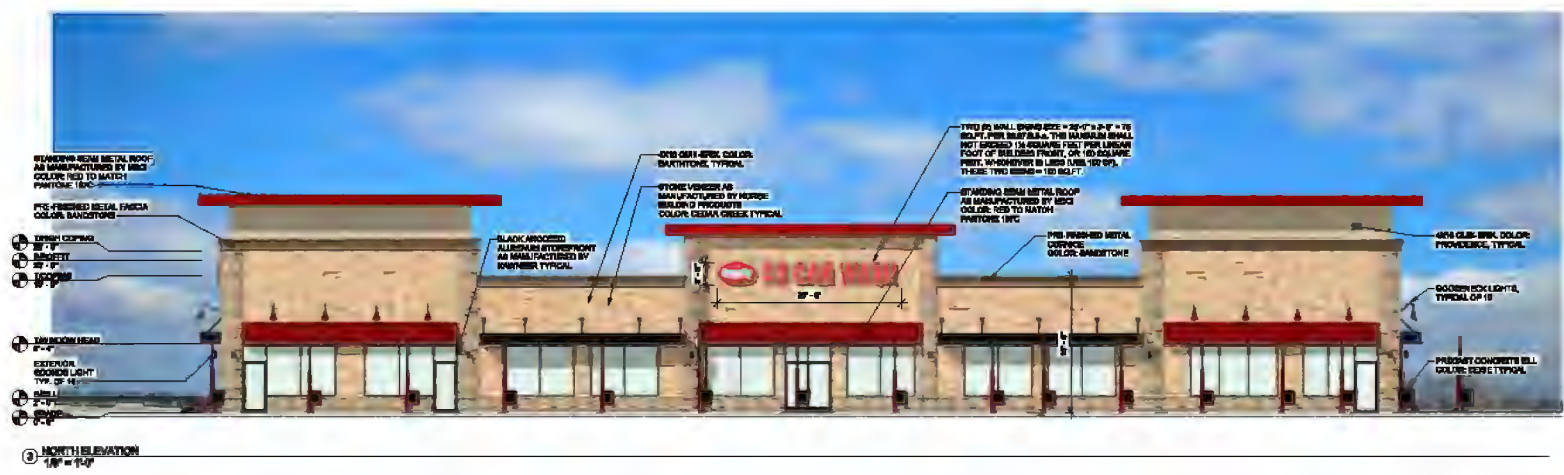
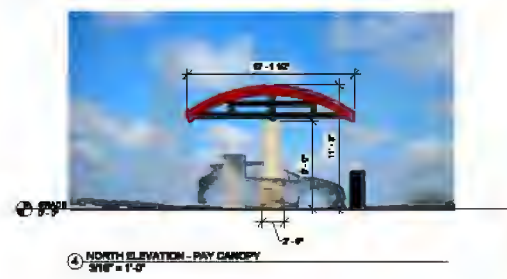
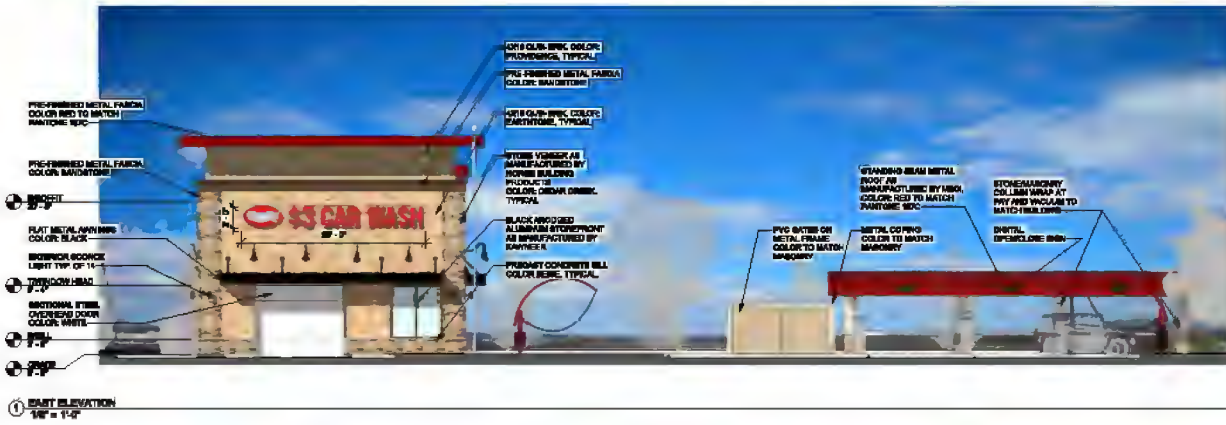
**IPA**  
 PUROHIT  
 ARCHITECTS

2020 E. Algonquin Rd., Suite 302  
 Schaumburg, IL 60173  
 Tel. (847) 496-5322  
 Cell. (847) 757-1618  
 shilpa@purohitarchitects.com  
 www.purohitarchitects.com

- Benjamin Moore 2158-30 : **Delightful Golden**
- Benjamin Moore 2107-20 : **Mocha Brown**
- Benjamin Moore 2040-10 : **Rainforest Follage**
- Benjamin Moore 2041-10 : **Hunter Green**

- Benjamin Moore 2086 10 : **Exotic Red**
- Benjamin Moore RM : **Bronzefone**
- Coronado Stone - Pro-Ledge : **Four Rivers**







- ① FINISHING
- ② ROOF
- ③ EXTERIOR
- ④ WINDOW HEAD
- ⑤ FIN
- ⑥ GRADE



① LEFT ELEVATION  
1/8" = 1'-0"



① VACUUM CANNOPY SE  
3/16" = 1'-0"

NO.	ISSUE	DATE

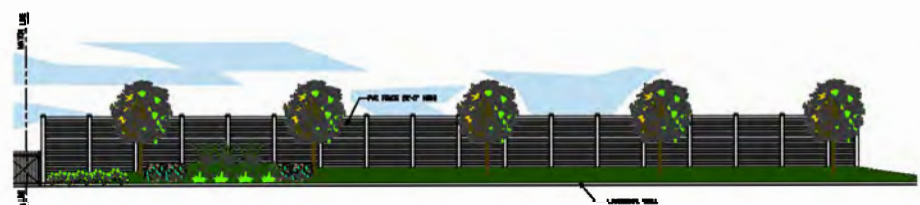
AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

UL Listed Flush Mount Channel Letters

267 in. 89 sq. ft.  
 48 in. 24 in.  
**SAFE STORAGE**  
**CLIMATE CONTROLLED**



Partial North Elevation  
 SCALE: 1/8" = 1'-0"



Partial North Elevation  
 SCALE: 1/8" = 1'-0"

DATE	1/18/18
BY	JAN H. SH
REVISIONS	
NO.	DESCRIPTION
1	ISSUE FOR PERMIT
2	ISSUE FOR PERMIT
3	ISSUE FOR PERMIT
4	ISSUE FOR PERMIT
5	ISSUE FOR PERMIT

PROPOSED EXISTING BUILDING REMODEL  
 Self-Storage Facility  
 2575 E. ALCONQUIN ROAD  
 ALCONQUIN, ILLINOIS 60102

**Reitan Architects, LLC.**  
 100 West Hill - Suite 100 - Bensenville, Illinois 60015  
 P: 630-461-0207 F: 630-461-0207  
 reitan.com | ra.com

PROJECT NO.  
 PRELIMINARY  
 EXTERIOR  
 ELEVATION

**SK1**  
 OF 2

PROJECT NO.  
 1801



**West Elevation**  
SCALE: 1/8" = 1'-0"



**South Elevation**  
SCALE: 1/8" = 1'-0"

Channel Letter mounted to Gray aluminum wireway- 2 in deep - color to match North elevation sign band  
88 sq.ft.

**SAFE STORAGE  
KIOSK**



**East Elevation**  
SCALE: 1/8" = 1'-0"

DATE  
SEPTEMBER 4, 2019

PROPOSED EXISTING BUILDING REMODEL  
Self-Storage Facility  
5075 E. ALCONAUM ROAD  
ALCONAUM, ILLINOIS 60103

**Reitan Architects, LLC.**  
1525 Hwy 100 East - Suite 100 - Schaumburg, Illinois 60195  
PH: 630-292-0207 FAX: 630-292-0207  
PROJECT NUMBER: 19-001

SHEET  
NO.

**SK1-A**

PROJECT NO.  
19-001



Double Face Monument Sign  
Internal Illumination

100 sq.ft.

RECEIVED

DEC 05 2019  
COMMUNITY  
DEVELOPMENT

12 ft

10 ft

cap

12 ft

10 ft

5 ft

5 ft

1 ft - 9 in

Grade

Thin Brick Base



**SAFE  
STORAGE**

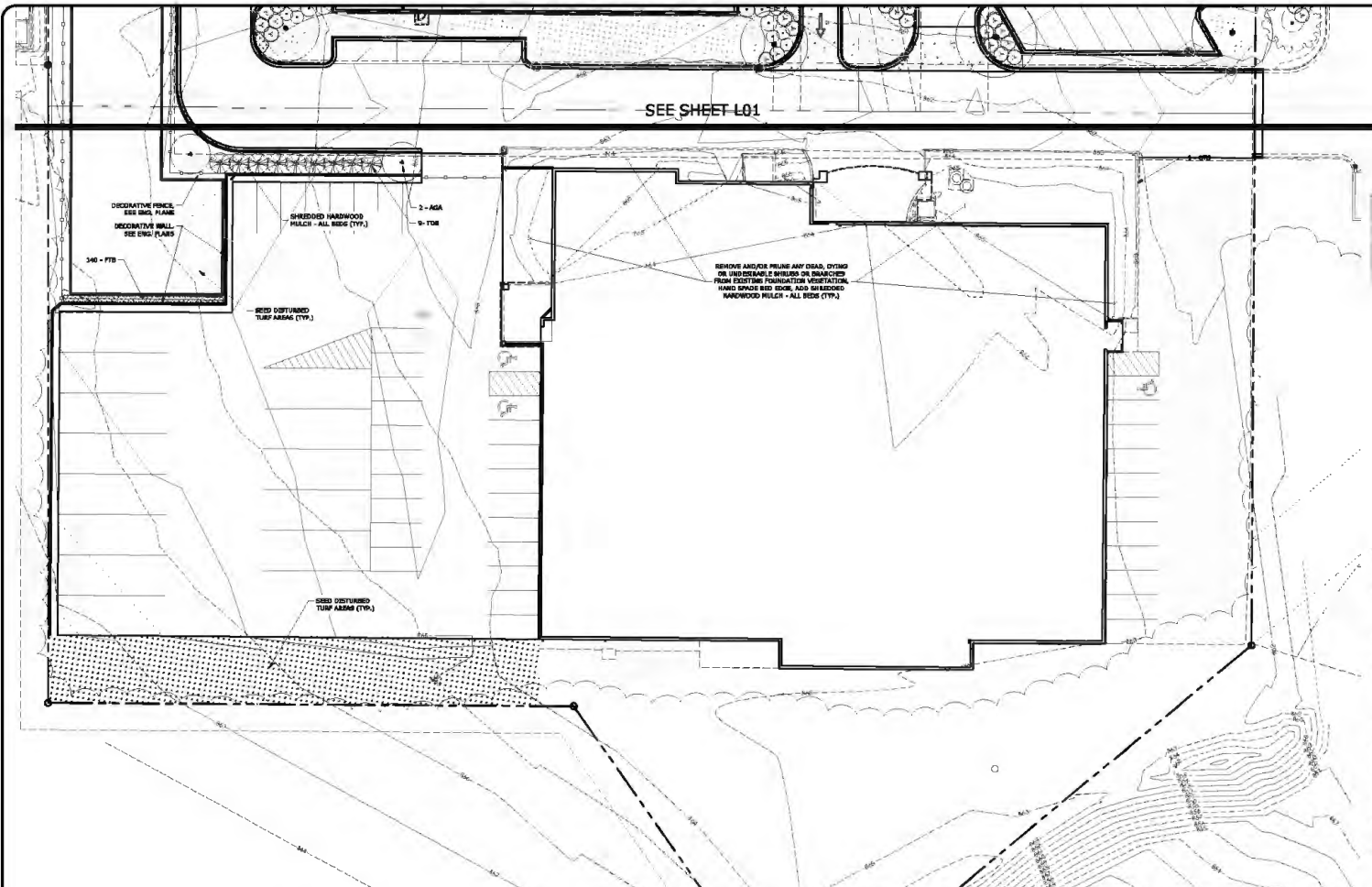




**ARC DESIGN**  
RESOURCES INC.





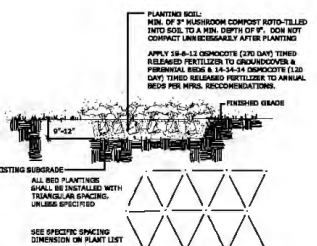


### PLANT LIST

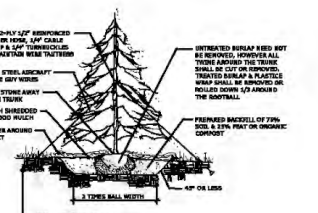
QTY	SYMBOL	DESCRIPTION	REMARKS
2	AGA	2 - AGA	MULTI-STEMMED
0	TDR	0 - TDR	MATCHED
140	FTB	140 - FTB	12" DIA. POT (PLANT)

### PLANTING NOTES

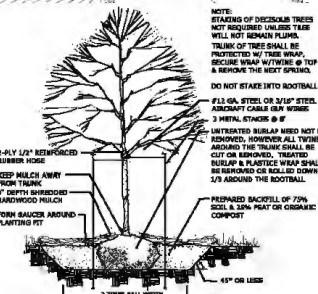
- Landscape Contractor (Contractor) shall make a site visit prior to bid/procurement to inspect the current site conditions and review proposed planting plan and related notes. Contractor shall report any discrepancies in the field to the Landscape Architect and/or Owner.
- Contractor shall verify location of all underground utilities prior to beginning construction on his plans of work. Electric, gas, phone, and cable services can be located by calling Inverse One-Call at 911. Any damage or interruption of services shall be the responsibility of the contractor. Contractor shall coordinate all related activities with other trades on the job and shall report any unacceptable job conditions to owner's representatives prior to commencing work.
- For details pertaining to Utilities, Easements, Grading, Retaining Walls, Layout, Ownership, Method/Depth of Foundation, etc., or other trades refer to Architectural and Civil Engineering plans and/or contract.
- Contractor is responsible for application and cost of all necessary building permits and code verifications. Submit copies of all documents to owner and landscape architect. Contractor shall grade entire site to correct surface irregularities in preparation for sod/seed, sod/seed, etc., prior to hand rate sub grade to a depth of 4" in all lawn areas and remove construction debris, foreign matter or stone larger than 2". Grading shall provide slope which are smooth, continuous, free from depressions or ridges. Level, rise and fall as necessary to fit area and site conditions and obtain positive drainage in all areas. Final grades shall meet the approval of owner prior to lawn installation.
- All disturbed areas are to receive minimum 2" of topsoil and be finished with sod/seed, sod/seed, sod/seed, etc. or sod. All lawn areas to be sodded with a healthy stand of grass is established. (See seed/soil ratio for acceptance details).
- Planting may need to be adjusted to the field to accommodate utility, easements, drainage ways, easements, etc.; however, quantities and sizes shall remain consistent with these plans.
- Site is grading standards of plant material shall conform to the latest edition of ANSI Z601.1 AMERICAN STANDARDS OF BUSINESS STOCK, by the American Nursery & Landscape Association. Plant material shall be nursery grown and be either balled and burlap or container grown.
- Plant symbols illustrated on this plan are a graphic representation of proposed plant material types and are intended to provide for visual clarity. However, the symbols do not necessarily represent actual plant spread at the time of installation.
- Any plant material with damaged or cracked/damaged burlap, bark disease, wet soil, insect damage, etc. are not acceptable and will be rejected by Landscape Architect and/or Owner. Trees with suitable burlap will be rejected unless called for in the plant list as multi-trunk or clone.
- All plant material shall be guaranteed for one (1) year after acceptance by landscape architect and/or owner. After the first thirty (30) days, the owner shall assume maintenance responsibility as described (see above). Contractor shall replace without cost to owner any dead or unacceptable plants, as determined by the landscape architect at the end of one (1) year guarantee period. Contractor shall notify immediately, in writing, any concerns related to maintenance practices.
- All planting beds and tree areas shall be mulched continuously with 3" depth shredded hardwood mulch, see planting details. All deciduous trees (shade / ornamental) that are not balled in burlap shall be secured with a 2" x 4" diameter strap. Deciduous trees shall be mulched to crown-root burlap at the time of installation.
- Contractor to seed or sod lawn areas as indicated on plan unless otherwise directed by owner. All sod shall be secured locally. Seeded lawn to be a DOTT Grass 1 or DOTT Grass 14 (see landscape notes) with a combination of bluegrass, perennial ryegrass and fescue with the suggested following analysis by analysis: 30% curly Kentucky bluegrass, 20% perennial ryegrass, 20% creeping red fescue, 30% tall fescue and 10% perennial fescue. Seed to be applied at a rate of 4 lbs. per 1,000 s.f. All seeded lawn areas shall be covered with a minimum of one inch of soil. All areas shall be hand or machine application at a rate of 2 tons per acre. Mulch shall be compact enough to retain moisture at a rate of 2 tons per acre. Mulch shall be compact enough to retain moisture at a rate of 2 tons per acre. Mulch shall be compact enough to retain moisture at a rate of 2 tons per acre.
- All need or added lawn areas shall be finished at installation with 0.15-0.15 inches, at a rate of 1 lb. per 1,000 s.f. A second application of 0.15-0.15 inches shall be applied at the rate of 1 lb. per 1,000 s.f. after the first cutting. Acceptance and guarantee shall apply to all seed.
- Acceptance of grading and seed and/or sod shall be by landscape architect and/or owner. Contractor shall assume maintenance responsibility for a minimum of sixty (60) days or until second cutting, whichever is longer. Maintenance shall include watering, mowing, fertilizing, etc. Contractor shall provide all necessary equipment necessary to keep lawn in a living condition. Upon final acceptance, owner shall assume all maintenance responsibilities. After lawn areas have been established, which fall to show a uniform stand of grass for any reason whatsoever shall be reseeded or replaced. Contractor shall assume maintenance responsibility for a minimum of sixty (60) days. Minimum acceptance of seeded lawn areas may include unseeded lawn or dead soil, holes or voids are larger than one (1) square foot and when combined do not exceed 2% of total lawn area.



**BED PLANTING DETAIL**  
(GROUNDCOVER, PERENNIALS & ANNUALS)



**EVERGREEN TREE**



**TREE PLANTING DETAIL**

**ARC DESIGN RESOURCES INC.**  
 8371 ZENITH PARKWAY  
 LOWES PARK, IL 61111  
 VOICE: (312) 464-4343  
 FAX: (312) 464-4343  
 www.arc-design.com  
 Design Firm License No. 194-001534

**PROJECT NAME**  
 OWNER'S NAME

**2075 REDEVELOPMENT**

**2075 E ALGONQUIN RD**  
**ALGONQUIN, IL**

**OWNER** SCHWARTZ  
 2075 ALGONQUIN RD.  
 2075 PATRICK BLVD.  
 ALGONQUIN, IL 60105  
 (815) 313-9404

**CONSULTANTS**

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

**SHEET TITLE**  
**LANDSCAPE PLAN**  
**SW**

**PROJECT NUMBER**  
**SHEET NUMBER**

**15089**  
**L02**











MOTOR VEHICLE ADDENDUM

- Automobile
- Motorcycle
- Snowmobile
- Boat (must be on trailer)
- Trailer
- RV
- Other \_\_\_\_\_

Customer's Name: \_\_\_\_\_

Space No. \_\_\_\_\_

Vehicle Identification No. \_\_\_\_\_

Make: \_\_\_\_\_

Length: \_\_\_\_\_

Model: \_\_\_\_\_

License Number: \_\_\_\_\_

Color: \_\_\_\_\_

State/Province: \_\_\_\_\_

Year: \_\_\_\_\_

**REQUEST COPY OF TITLE AND INSERT INTO CUSTOMER FILE.**

Customer agrees to store only the above identified vehicle in the leased space unless Landlord is notified, in advance, of any change of vehicle and a new addendum is completed and executed. We do not allow storage of vehicles of an industrial nature (dump trucks, refuse trucks, tank trucks, etc.). Customer acknowledges that the Landlord is not responsible for damage to or loss of an RV, boat, trailer, automobile or other vehicle or the contents within, attached to or surrounding the RV, boat, automobile, trailer or other vehicle. Customer is responsible for securing the vehicle and the contents within. **A copy of the title or registration to such vehicle is attached.** Customer acknowledges that the vehicle has no liens against it other than those indicated in the rental agreement or in this addendum and that the vehicle is in working condition. This addendum attaches to and forms a part of the complete rental agreement and is not valid otherwise. All terms and conditions of the rental agreement apply to this addendum, with the exception that, subject to and in accordance with applicable law, if any, Customer hereby authorizes Landlord to remove the vehicle from Landlord's property solely at Customer's expense, in the event Customer defaults under the rental agreement and fails to cure same in accordance with the terms of the rental agreement.

**Notice: Prior approval required for multiple vehicle storage with a separate addendum on file for each. Trailer wheels must be blocked. Trailer tongues must be on wood to prevent asphalt damage. Area must be kept clean. Loose items will be discarded. This includes extra tires, rims, bicycles, etc. No repairs of any kind are allowed on the premises. No painting of vehicles is allowed on the premises. Customer must notify office if vehicle will not be in the space for more than 24 hours.**

Customer's Signature \_\_\_\_\_ /Date \_\_\_\_\_

Manager's Signature \_\_\_\_\_ /Date \_\_\_\_\_



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

**- MEMORANDUM -**

DATE: December 10, 2019

TO: Committee of the Whole

FROM: Benjamin A. Mason, AICP, Senior Planner

SUBJECT: **Case No. 2019-17. Esplanade 2<sup>nd</sup> Resubdivision Lots 1 and 2 - Major PUD Amendment**

---

Background

Amanda Panozzo of Synergy Property Holdings LLC, owner of Lots 1 and 2 in the Esplanade 2<sup>nd</sup> Resubdivision, has submitted a petition for a Major Amendment to the 2005 Final PUD, to allow for residential development, and Re-zoning from B-2, General Business PUD to R-5, Multi-Family Residential PUD.

The two lots comprise a total of 7.46 acres and are zoned B-2, PUD with a Special Use Permit for the construction of residential units above commercial uses. Highlighted in orange at right, are the parcels in question, 2330 and 2500 Esplanade Drive.

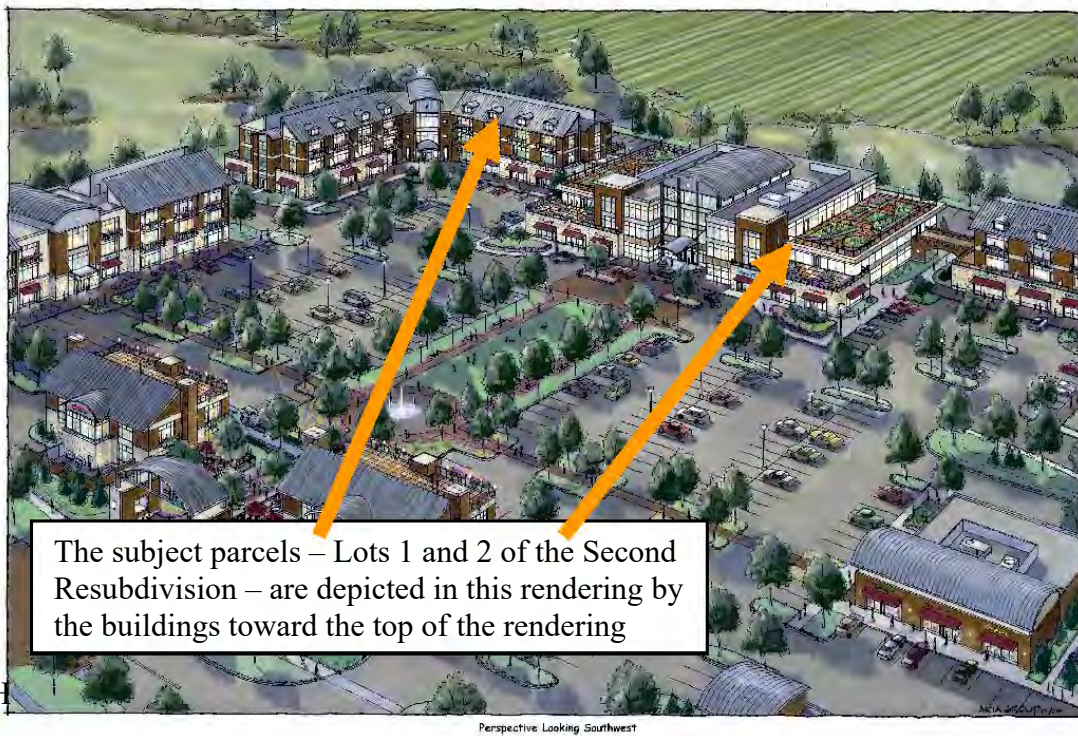


The lots are located behind (west) of the three-story commercial buildings, which includes Village Vintner.

Staff Comments

The properties are zoned for business use, with the option of residential units above commercial uses. On the following page is a rendering from the original 2005 Esplanade Phase I approval depicting representations of possible commercial buildings with office or apartments on the upper stories.





12/16/04  
The Group Architects, Inc.  
Mixed Use Development - Algonquin  
Centerville Properties

The petitioner is requesting amending the 2005 PUD approval to re-zone the property to allow strictly residential uses on the parcels, such as senior housing or assisted living. Enclosed is a letter from the petitioner, as well as summary of their marketing efforts.

Staff appreciates and recognizes the marketing efforts made to date by the owner and broker, but does not recommend modifying the current zoning. The petitioner's narrative provided with the application is correct when it states potential purchasers proposing senior housing or assisted living concepts have *'received responses which have caused them to believe that they would be unable to develop the property in that manner'*. The current zoning was intentionally established for commercial uses – consistent with the Village's Comprehensive Plan and Algonquin Corporate Campus plans – and is compatible with the existing retail to the north and east, industrially-zoned lot to the south, and mixed-use commercial and residential property to the west.

For over 20 years, the Village has not approved speculative zoning for properties without end users as part of an application, and Staff recommends retaining the underlying zoning and Special Use approval that any residential units on the subject property be located above commercial uses. The property to the west is similarly zoned for mixed-use commercial and residential, and the properties to the north, east and south all have commercial zoning.

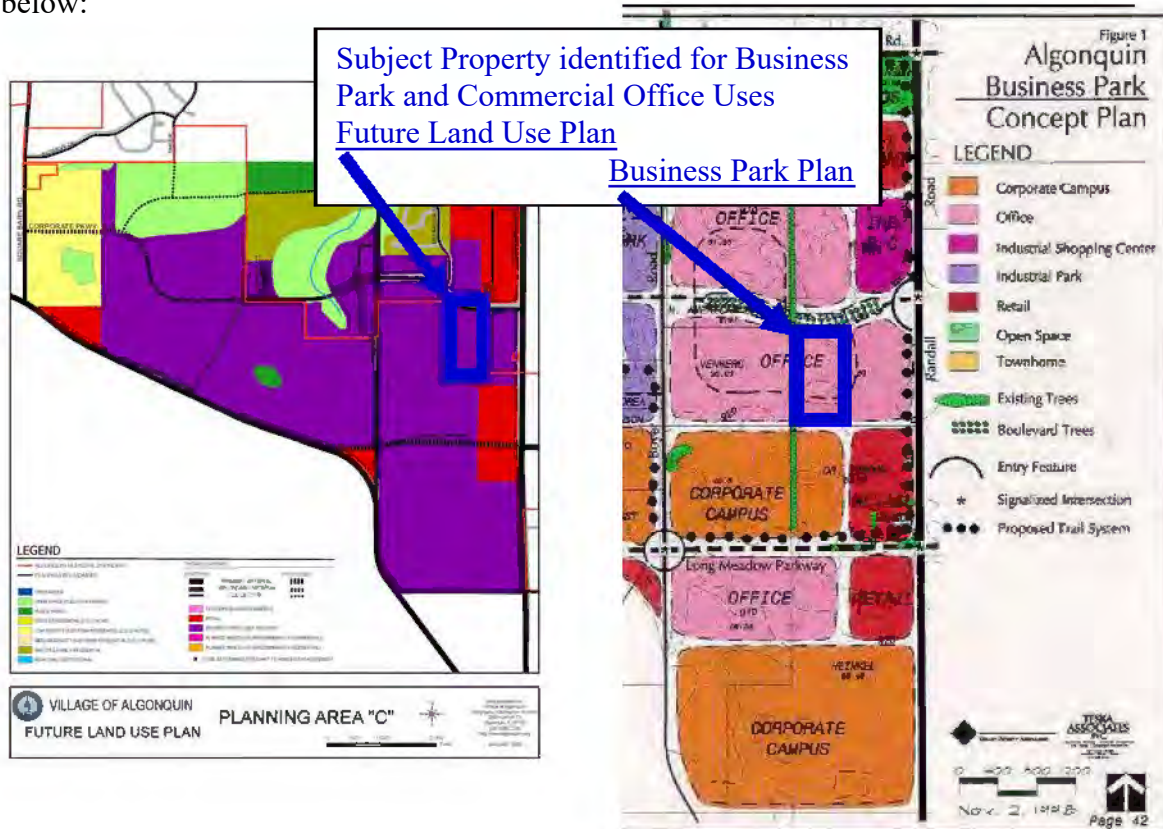
#### Planning and Zoning Recommendation

On November 11, 2019 the Planning and Zoning Commission considered the petition and voted 5-2 in favor of the petitioner's request for a Major PUD Amendment and re-zoning

of the parcels from B-2, PUD Business to R-5, PUD Multi-Family, based on the Zoning Code’s recognition that new types and procedures in land development or redevelopment are emerging and that the mixing of uses can produce satisfactory and lasting results, if property designed and planned, without adverse influence upon surrounding property (Village Code Section 21.11).

Staff Recommendation

The existing B-2, Business zoning is appropriate and desirable in this location, and compatible both with the Comprehensive Plan designation for Business Park and 1998 Algonquin Corporate Campus Master Plan designation for commercial office. See maps below:



Overall, development of the subject property to include commercial business uses would be most appropriate given similar commercial zoning of adjacent properties on all four sides of the parcels in question. Therefore, in contrast to the Planning and Zoning Commission’s recommendation, Staff continues to recommend retaining the subject property’s current B-2, Business zoning designation, with the Special Use Permit that was granted in 2005 that permits the construction of residential units above commercial uses. Staff will provide an opening presentation of its analysis of the petition Tuesday evening, and the Committee should ask any clarifying questions of the petitioner who will be in attendance at Tuesday’s meeting as well.

Enclosures: PZC Minutes & Petitioner Submittal



storefront brand design; Mr. Peirce responded that Planet Fitness is separate and could potentially still move forward with its plans to take part of the building.

### **PUBLIC COMMENT**

Chair Patrician opened the public hearing and asked for any public comments.

There being no one interested in speaking, Chair Patrician closed the public comment and asked for a motion.

### **COMMISSION MOTION ON PETITION**

Commissioner Postelnick made a motion to approve the request by the petitioner Storebuild LLC for a Major Amendment to 2014 Final PUD, for building façade and signage modifications, and a Special Use Permit for a health club at 1400 S. Randall Road, consistent with the plans submitted by the petitioner, the findings of fact listed in the November 11, 2019 Community Development memorandum, and the conditions recommended by Staff with two exceptions: 1) the petitioner be allowed to use the pure white EIFS material color proposed for the front façade of Burlington and 2) that the petitioner be allowed to use their proposed sign package for Burlington which includes the business name as well as product names. Seconded by Commissioner Neuhalfen. Chair Patrician called for a voice vote on the Motion: AYE: Laipert, Neuhalfen, Postelnick, Sturznicke, Szpekowski, and Patrician. NAY: Hoferle. Absent: None. Motion passed, 6-1.

**AGENDA ITEM 5:** Request for a Major Amendment to 2005 Final PUD, to allow for residential development, and Re-zoning from B-2, Business to R-5, Residential

**Case No. 2019-17. Esplanade Second Resubdivision Lots 1-2, 2330 & 2500 Esplanade Dr.**  
Petitioner: Amanda Panozzo, Synergy Property Holdings LLC

### **OPEN PUBLIC HEARING AND ESTABLISH QUORUM**

Chair Patrician opened the public hearing and asked to establish quorum. Commissioners present: Patrician, Hoferle, Laipert, Neuhalfen, Postelnick, Sturznicke, and Szpekowski. Commissioners absent: None. A quorum was declared.

### **PETITIONER COMMENTS**

Chair Patrician asked the petitioners to step up and be sworn in. Village Attorney Quance swore in the petitioners and verified proper legal notice.

Stephen Daday, attorney for the petitioner, and Steve Madura, Hilco Real Estate outlined the proposed re-zoning request. The petitioner foreclosed on the properties in 2010 and has attempted to market for commercial uses the past several years without success. The petitioner is requesting re-zoning to residential to allow for such products as senior housing or assisted living, which have expressed interest.

### **STAFF COMMENTS**

Chair Patrician asked Mason for the staff report. Mason noted that the properties are currently zoned for business use, with the option of residential units above commercial uses. Staff appreciates and recognizes the marketing efforts made to date by the owner and broker, but does not recommend modifying the current zoning. The Village has not approved speculative zoning for properties without end users as part of an application, and Staff recommends retaining the

underlying zoning and Special Use approval that any residential units on the subject property be located above commercial uses. The property to the west is similarly zoned for mixed-use commercial and residential, and the properties to the north, east and south all have commercial zoning.

### **COMMISSION QUESTIONS/COMMENTS**

Chair Patrician asked for any Commission questions or comments.

Sturznickel suggested the petitioner submit a plan for the type of senior housing or assisted living development they would like to obtain zoning for, to which Mr. Daday stated developers will not spend the time and money to do so without support from the Village and Staff for that type of development on the property.

Laipert stated changing the Village's zoning map is not a trivial matter and expressed concern about doing so on a speculative basis.

Hoferle stated Esplanade never developed as it was originally planned for, and explained he would be open to having residential development feathered into the subject property.

Postelnick noted the market is strong for rental apartments.

Szpekowski stated she would be open to changing zoning for the property to allow residential.

Patrician asked short of changing the zoning for the property, what do developers want to hear, to which Mason clarified residential is already permitted as a Special Use on the property provided it is above ground floor commercial. Mason noted another alternative could be to consider permitting "horizontal mixed use" on the property – rather than vertical, multi-story - where for example, the parcel closer to Corporate Parkway be required to have a commercial use, and the second lot further back from Corporate be considered for residential or senior housing.

### **PUBLIC COMMENT**

Chair Patrician opened the public hearing and asked for any public comments.

There being no one interested in speaking, Chair Patrician closed the public comment and asked for a motion.

### **COMMISSION MOTION ON PETITION**

Commissioner Hoferle made a motion to approve the request by the petitioner Synergy Property Holdings LLC for a Major PUD Amendment and re-zoning of the parcels from B-2, PUD Business to R-5, PUD Multi-Family, based on the Zoning Code's recognition that new types and procedures in land development or redevelopment are emerging and that the mixing of uses and variations in heights and yards can produce satisfactory and lasting results, if property designed and planned, without adverse influence upon surrounding property (Village Code Section 21.11). Seconded by Commissioner Sturznickel. Chair Patrician called for a voice vote on the Motion: AYE: Hoferle, Postelnick, Sturznickel, Szpekowski, and Patrician. NAY: Laipert and Neuhalfen. Absent: None. Motion passed, 5-2.

Synergy Property Holdings LLC request for PUD Amendment and Rezoning for Esplanade  
Subdivision

The Petitioner, Synergy Property Holdings LLC, respectfully requests that the Village of Algonquin grant its request for a PUD amendment and rezoning. Synergy is a wholly owned subsidiary of First Midwest Bank. First Midwest filed an action to foreclose the subject property approximately 15 years ago. It obtained title to the property in March 2010. After the bank took the property back, it has sold off several lots. The two remaining lots consists of approximately 7.456 acres on the western edge of Phase 1 of the Esplanade Subdivision.

In 2016, First Midwest and Synergy petitioned the Village to re-subdivide the remaining three lots into two lots in order to attempt to make the two remaining lots more commercially marketable. The Village granted that request in January 2016.

Since First Midwest and Synergy have on this property they have attempted to aggressively market these lots in order to dispose of the properties. Beginning in 2010, First Midwest has engaged at least three different commercial brokers. It has attempted to market the subject properties within the definitions and confines of the approved PUD. Pursuant to the attached status report prepared by Hilco Real Estate and Steve Madura the real estate broker handling this particular property, Synergy has been unable to attract potential purchasers under the provisions of the existing zoning.

As the report indicates, various strategies have been utilized including online auctions, online sales strategies, Internet marketing, and traditional marketing concepts to no avail. The only potential purchasers that have been attracted to the site are seeking senior housing and assisted living type concepts. In each instance when a potential purchaser has been referred to the Village, the purchasers have received responses which have caused them to believe that they would be unable to develop the property in that manner.

It is the position of Steve Madura and Hilco Real Estate that the current zoning inhibits the development of this site and the current zoning does not encourage or permit uses consistent with contemporary needs.

The adjacent properties are commercial and to the north and west consist of multifamily developments and uses. Those uses are consistent with the requested amendment and rezoning.

Attached is the report prepared by Mr. Madura.

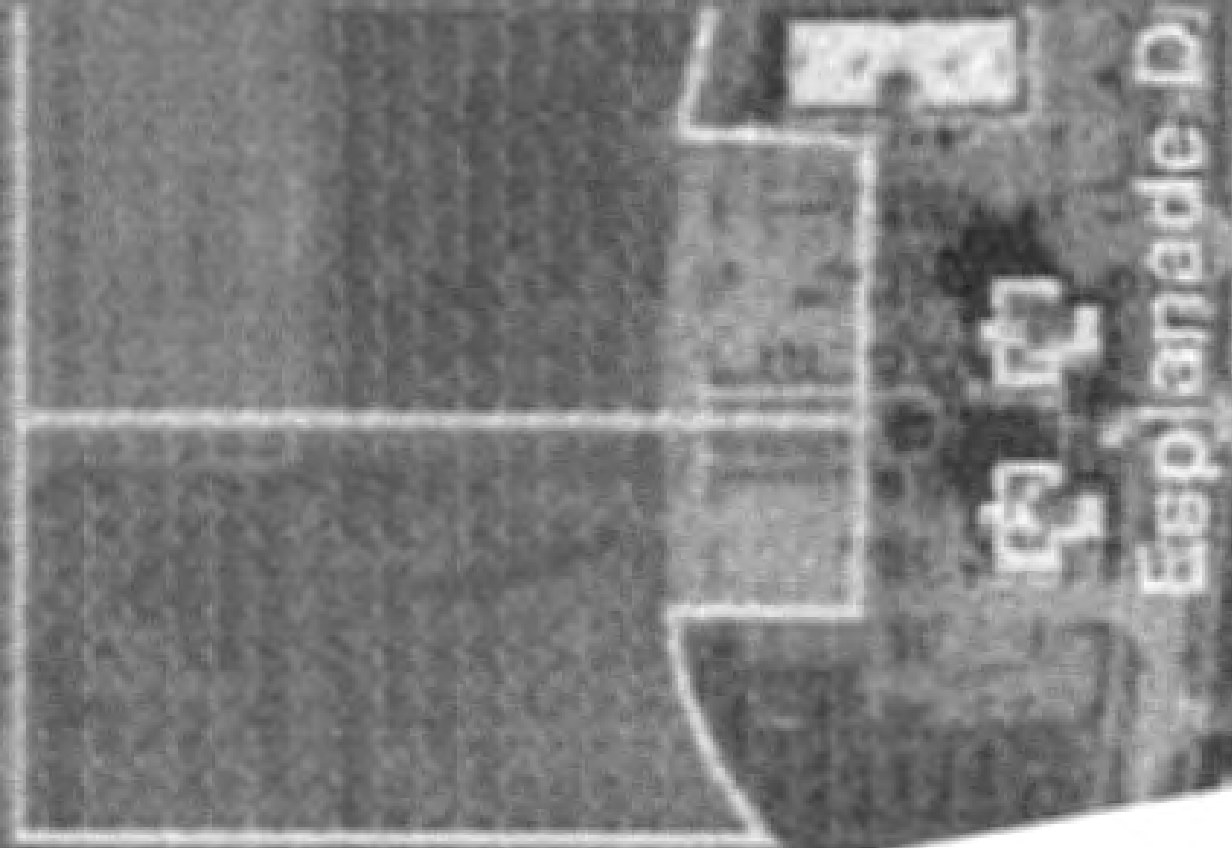
First Midwest and Synergy respectfully requests that the Village of Algonquin amend the PUD and rezone the property to permit senior housing and assisted living on the site.

# Algonquin, IL – Vacant Land Marketing Program Summary Report

Prepared for Stephen Dady, Esq.

August 2019

Millbrook Dr



Vested in Your Success

 **Hilco.**  
Real Estate

# INTRODUCTION

August 1, 2019

Stephen G. Daday  
Klein, Daday, Aretos & O'Donoghue, LLC  
2550 W. Golf Rd. Suite 250  
Rolling Meadows, IL 60008

**RE: Esplanade, Algonquin, IL - Marketing Status Summary Report**

Dear Stephen,

We wanted to provide you with this report, which details our efforts and results, to date, in preparing for the sale of the vacant development parcels, Lot 1 and Lot 2, in the Esplanade development located in Algonquin, IL.

If you have any questions about this report, please do not hesitate to contact us.

Sincerely,

**Steve Madura**  
Senior Vice President

**Jeff Azuse**  
Senior Vice President

# TABLE OF CONTENTS

---

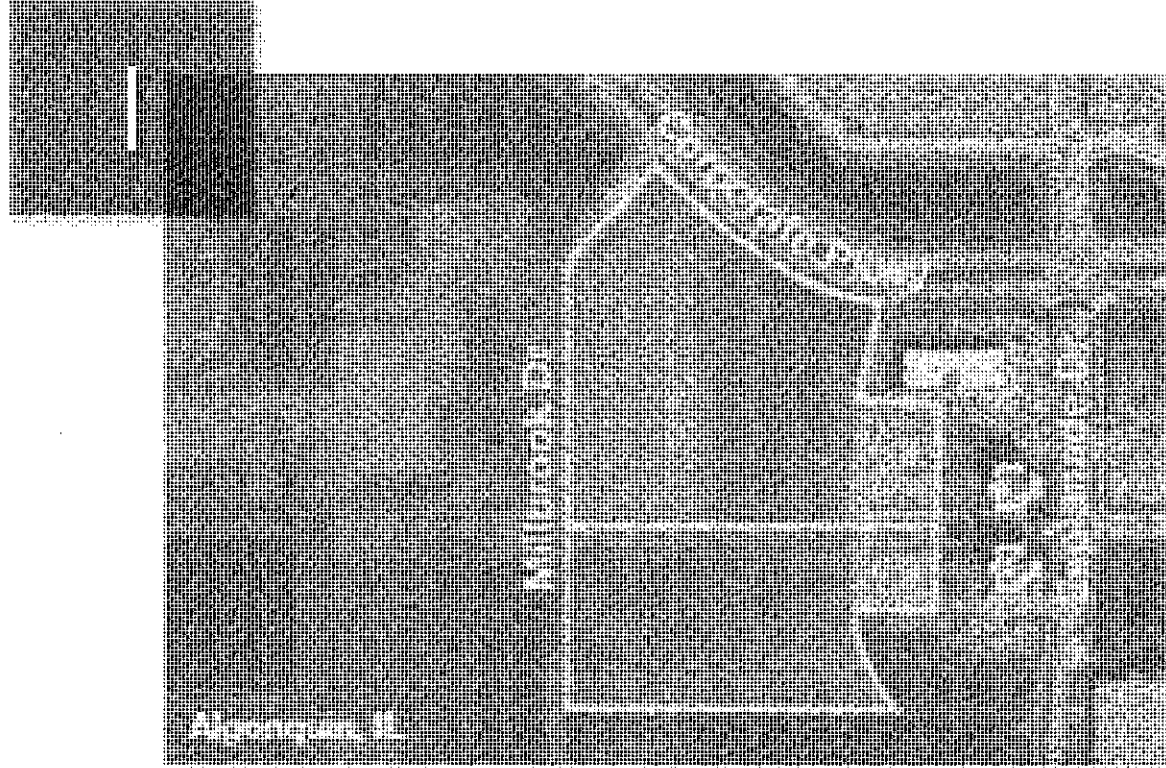
## I. Timeline

## II. Marketing Collateral

- Print Advertising
- Direct Mail
- Signage
- HilcoRealEstate.com
- Listing Websites
- Brochure
- E-Blasts

## III. Marketing Response

## IV. Conclusion



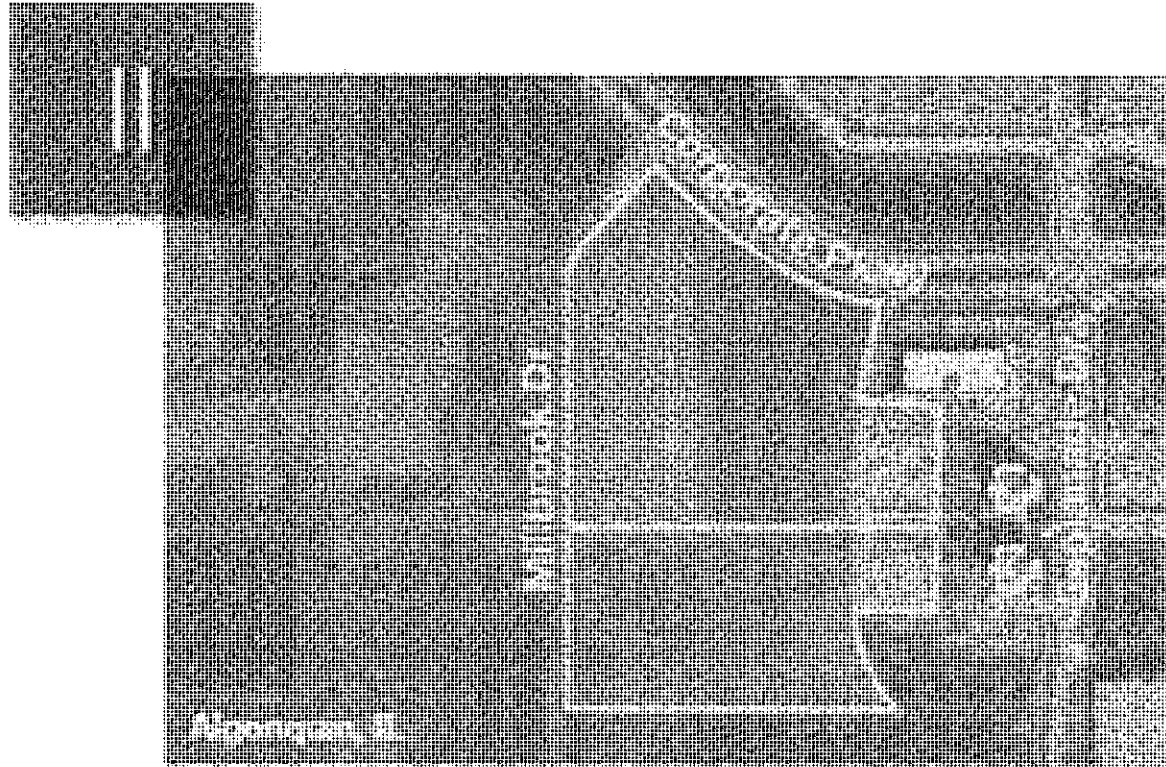
# TIMELINE



# TIMELINE

The following is a chronological timeline of Hilco's efforts to market the Algonquin Esplanade Lots 1 & 2 for sale:

- Jan. 25, 2017 – Online Auction Launch – Opening Bids \$150,000 (Lot 1) and \$175,000 (Lot 2)
- Feb. 28, 2017 – Online Auction Date – 20 of 25 properties sell. Algonquin receives NO bids.
- Feb. 2017 – Oct. 2018 – Continue to market traditionally – Fair interest
- Oct. 24, 2018 – Online Auction Launch – Opening Bid \$150,000 (Lot 1) and \$100,000 ( Lot 2)
- Nov. 28, 2018 – Online Auction Date – 7 of 12 properties sell. Algonquin receives NO bids.
- Nov. 2018 – Aug. 2019 – Continue to market traditionally – Limited interest



## MARKETING COLLATERAL

# PRINT ADVERTISING

Over the course of two and a half years spent marketing the property, and conducting two separate online auction sales, we have run print media schedules to targeted local and regional publications based on where potential buyers for the property obtain their news and information. The tables below outline the advertising schedules that were run during both programs. **Note:** Many ads were combined with several properties.

AD ID	DATE	DAY	NEWSPAPER	SECTION	AD TYPE	START DATE	END DATE	SIZE	COLOR	AD COPY	PRICE	STATUS	AD ID
1122017	Wednesday	Wall Street Journal	Chicago	Business Real Estate & Services	Friday	Monday	3 Oct x 2"	8.5" x 7"	Color	Generalist	\$1,400.00	X	X
1122017	Friday	Wall Street Journal	Chicago	Real Estate	Wednesday	Wednesday	1/2 Pg	10 x 6.75"	Color		\$600.00	X	X
1125017	Sunday	Chicago Tribune	Full	Auction Mart	Tuesday	Wednesday	2 of 4"	2.25" x 5"	Color	Algonquin, Crown Point, East Moline, Lake Barrington, Mendota, Mokena, Rock Island	\$2,200.00	X	X
1125017	Sunday	Northwest Herald & Lake County Journal (Weekly on Thursdays)	Full	Main News	Wednesday	Thursday 3PM	1/4 Pg	4.25" x 5.5"	Color	Highlight: Algonquin (A), Lake Barrington (B), Lake County (C), Woodstock, Zion (D), & Round Lake (E)	\$700.00	X	X
1126017	Sunday	Northwest Indiana Times	Full	Main News	Tuesday	Wednesday	1/2 Pg (10 Col x 2")	6.5" x 4.25"	Color	Crown Point, RI (B) & Merrillville, HI (B); Greenwood, IL (B) & Blue Island (B)	\$1,400.00	X	X
1126017	Sunday	The Indiana Star	Full	Main News	Tuesday	Wednesday	1/4 Pg	3.25" x 2.25"	Color	Generalist Crown Point, RI (B) & Merrillville, HI (B)	\$575.00	X	X
1126017	Sunday	Nations News	Full	Main News	Wednesday	Wednesday	2 Col x 5"	3.25" x 5"	Color	Kankakee, IL (B) & Zion, IL (C)	\$400.00	X	X
1126017	Sunday	Moline (Special-4 Rock Island Argus)	Full	Main News or Business	Wednesday	Wednesday	1/8 Pg	4.5" x 7"	Color	Highlight: East Moline, IA (A) & Rock Island (A)	\$375.00	X	X
1126017	Sunday	Daily City Times (Eastport, IA)	Full	Business	Wednesday	Wednesday	2 Col x 5"	3.25" x 5"	Color	Highlight: East Moline, IA (A) & Rock Island (A)	\$600.00	X	X

1006017	Monday	Daily Herald	Full	Business	Wednesday Prior	Wednesday Prior	1/2 Pg	4.25" x 11.125"	Color	Highlight: Chicago & DMA: Mokena, Lake Barrington (A) & Round Lake (B); Deer Park, IL (B); East Troy, WI (B); Woodstock, IL (B); Grand Prairie, IL (B)	\$542.00	X	X
1119017	Wednesday	Wall Street Journal	Chicago	Business Real Estate & Services	Friday	Monday	2 Col x 5"	5.25" x 6"	Color	Generalist	\$1,400.00	X	X
1122017 (10/21/2017)	Wednesday	Chicago Tribune	Full	Auction Mart	Friday	Monday	2 of 4"	2.25" x 7"	Color	Algonquin, Crown Point, East Moline, Lake Barrington, Merrillville, Mokena, Rock Island	\$0.00	X	X
01126	Wed - Sat	San Plains Journal	Full	Classified	Friday Prior	Monday	1 Col x 3"	1.25" x 7"	Color	Des Plaines, IL (C)	\$132.00	X	X
1123017	Weekly (Thursday)	Northwest Herald	Full	Main News	Thursday Prior	Friday	1/4 Pg	4.5" x 5.5"	Color	Highlight: Mokena (Governor's) (A) & Lockport (B); Also: Other Mokena, IL & Markham, IL	\$520.00	X	X
1123017	Weekly (Thursday)	Wheaton Community Newspaper	Full	Real Estate	Thursday Prior	Friday	2 of 4"	3.25" x 7"	Color	Highlight: Mokena (Governor's) (A) (B); Also: Other Mokena, IL & Markham, IL	\$400.00	X	X
1123017	Weekly (Thursday)	Crown Point Star (Northwest Indiana)	Full	Main News	Wednesday Prior	Thursday	1 Col x 2.25"	4.0" x 5.25"	Color	Crown Point, RI (B) & Merrillville, HI (B); Greenwood, IL (B) & Blue Island (B)	\$514.00	X	X
1123017	Weekly (Thursday)	Des Plaines News	Full	Real Estate	Thursday	Friday	2 Col x 5"	3.25" x 5"	Color	Zion, IL (C) & Kankakee, IL (B)	\$170.00	X	X
1123017	Weekly (Thursday)	Oakland Park Plaza	Southwest (7 Pages)	Main News	Friday 10AM	Monday	2 Col x 6"	3.375" x 6"	Color	Oakland Park, IL (B) Indian Head, IL (B) Island, IL (B)	\$610.00	X	X
1123017	Thursday	Daily Southstar	Full	Main News or Business	Tuesday	Wednesday	1 Col x 5.25"	4.615" x 5.25"	Color	Highlight: Mokena (Governor's) (A) & Lockport (B); Also: Other Mokena, IL & Markham, IL	\$276.00	X	X
1123017	Thursday	Post-Tribune (Northwest Indiana)	Full	Main News	Wednesday Prior	Thursday Prior	1 Col x 0.25"	4.915" x 5.25"	Color	Crown Point, RI (B) & Merrillville, HI (B); Greenwood, IL (B) & Blue Island (B)	\$100.00	X	X
1123017	Thursday	Lake County News, Burr	Full	Auction Section	Tuesday	Wednesday	1 Col x 5.25"	4.615" x 5.25"	Color	Highlight: Lake Barrington (A) & Round Lake (B); Also: Round Lake (B) & Geneva (B) & Zion (C)	\$215.00	X	X



# PRINT ADVERTISING Continued

252217	Sunday	Lake County News Sun	Pub	Main News	Wednesday	Wednesday	4 Col x 5.25"	4.915" x 5.25"	8W	Hypack, Lake County (A), Also: Round Lake (B) & Round Lake (C) & Zion (D)	Combo Rate with Print Thursday	\$175.00	X	X
252217	Sunday	Northwest Indiana Times	Pub	Main News	Tuesday	Wednesday	3 Col x 5.25"	4.915" x 5.25"	8W	Green Point, IN (B) & Merrillville, IN (B) Stevenson, IL (B) & Blue Island (B)	Combo - 4 Sunday's - One Line (Full Price in Week 1)	\$21.00	X	X
252217	Sunday	Chicago Tribune	Pub	Auto/Bus	Tuesday	Wednesday	2 Col x 7"	2.27" x 7"	8W	Normal, Green Point, East Moline, Lake Burlington, Mendota, Morris, Rock Island	Search - Wednesday Combo Also: One Line/Week	\$1,200.00	X	X
252217	Sunday	Northwest Herald & Lake County Journal (Weekly on Thursdays)	Pub	Main News	Wednesday	Thursday 3PM	14 Pg	4.562" x 4.5"	8W	Normal, Appleton (A) & Lake County (A) Also: Lake County, Mendota, Mendota, Streator (C) & Round Lake (B)	3x Print & Lake County Weekly Combo Rate	\$797.00	X	X
252217	Sunday	The Indianapolis Star	Pub	Main News	Monday	Wednesday	104 Pg	1.5" x 2.5"	8W	Green Point, IN (B) & Merrillville, IN (B)	3x Sunday Rate	\$571.00	X	X
252217	Sunday	Daily Southtown	Pub	Non News of Business	Tuesday	Wednesday	4 Col x 5.25"	4.915" x 5.25"	8W	Trust Motor (Governor's Way) (A) Also: Other Moline, IL & Mendota, IL (C)	Combo Rate with Previous Thursday	\$132.18	X	X
252217	Sunday	Post-Tribune (Northwest Indiana)	Pub	Main News	Wednesday	Thursday	4 Col x 5.25"	4.915" x 5.25"	8W	Green Point, IN (B) & Merrillville, IN (B) Stevenson, IL (B) & Blue Island (B)	Combo Rate with Previous Thursday	\$67.35	X	X
252217	Sunday	Kennett News	Pub	Main News	Wednesday	Wednesday	1 Col x 5"	1.27" x 5"	8W	Kennett, WI (B) & One, IL (C)		\$481.00	X	X
252217	Sunday	Mobile Dispatch & Rock Island Press	Pub	State News of Business	Wednesday	Wednesday	10 Pg	4.87" x 5"	8W	Hypack, East Moline, IL (A) & Rock Island (A)	3x Combo Rate	\$124.24	X	X
252217	Sunday	Grand City Times (Lawrence, IN)	Pub	Business	Wednesday	Wednesday	2 Col x 7"	1.72" x 7"	8W	Hypack, East Moline, IL (A) & Rock Island (A)		\$67.50	X	X
252217	Sunday	Madison Journal Sentinel	Pub	Classified	Wednesday	Thursday	2 Col x 7"	1.187" x 7"	8W	Kennett, WI & One, Illinois, WI		\$289.00	X	X

252217	Weekly (Sunday & Wednesday)	Adams-Plainsboro Press (Jackson, Indiana County)	Pub	RCP	Wednesday Print	Wednesday Print	2 Col x 4"	1.307" x 4"	8W	None Listed, WI		\$251.00	X	X
252217	Wednesday	Star Street Journal	Chicago	Business, Real Estate & Services	Friday	Monday	2 Col x 7"	1.32" x 7"	8W	Generic Ad		\$1,428.00		
252217	Wednesday	Chicago Tribune	Pub	Auction Sale	Friday	Monday	2 Col x 7"	2.17" x 7"	8W	Generic Ad	Provided with Print Sunday Day	\$0.00	X	X
252217	Wed - Sat	Des Plains Journal	Pub	Classified	Friday Print	Monday	1 Col x 3"	1.25" x 3"	8W	Des Plaines, IL (C)	Part of Connected Daily 15 16 Connected Newspapers	\$1,222.00		
252217	Weekly (Sunday)	Star Herald News	Pub	Main News	Thursday Print	Friday	14 Pg	4.562" x 5.5"	8W	Hypack, Leves (Governor's Way) (A) Also: Other Moline, IL & Mendota, IL	Printed with Print on Sunday, Sat & Mon the surrounding papers	\$67.00		
252217	Weekly (Tuesday)	Mobile Community Newspaper	Pub	RCP	Friday	Friday	3 Col x 5"	3.5" x 5"	8W	Hypack, Moline (Governor's Way) (A) Also: Other Moline, IL & Mendota, IL	Hyper Local News 3x News - 6557 / Week	\$251.00		
252217	Weekly (Thursday)	Green Point Star (Northwest Indiana)	Pub	Main News	Wednesday Print	Thursday Print	4 Col x 5.25"	4.915" x 5.25"	8W	Green Point, IN (B) & Merrillville, IN (B) Stevenson, IL (B) & Blue Island (B)	Combo Rate 1984 Permits Sunday 50% Off	\$237.25	X	X
252217	Weekly (Thursday)	Zion-Gales News	Pub	RCP	Thursday Print	Monday	1 Col x 5"	1.187" x 5"	8W	Des, IL (C) & Mendota, IL (C)		\$52.50		
252217	Weekly (Thursday)	Grand Park Press	Southwest (7 Pages)	Main News	Friday 10AM	Monday	2 Col x 8"	1.322" x 8"	8W	Grand Park, IL (B)	Hyper Local News - Running 247 Papers Can run Daily Online Page for \$300 or 1 Page for \$140	\$6,180.00		
252217	Weekly (Thursday)	Deer Republication States Newspaper Group	Pub (7 Pages)	RCP	Print Thursday	Print Friday	1 Col x 5"	1.022" x 5"	8W	Generic, IL (C)	Part of 25-30c Daily - 1984 with Daily Online Shoppers - 14 One County Papers Weekly - 1984 with Daily Online	\$2.00	X	X
252217	Sunday	Daily Herald	Pub	Main News	Wednesday Print	Wednesday Print	10 Pg	15.725" x 10"	8W	Hypack, Greenwood & One News Lake County (A) & Round Lake (B) Lac, Normal, IL (B), Johnson (B), Blue Island (B), Grand Park (B), Quincey, IL (B)	Green Lake & Cook County	\$632.25	X	X
252217	Sunday	Northwest Indiana Times	Pub	Main News	Tuesday	Wednesday	3 Col x 5.25"	4.915" x 5.25"	8W	Green Point, IN (B) & Merrillville, IN (B) Stevenson, IL (B) & Blue Island (B)	Combo - 4 Sunday's - One Line (Full Price in Week 1)	\$21.00	X	X
252217	Sunday	Daily Southtown	Pub	Non News of Business	Tuesday	Wednesday	4 Col x 5.25"	4.915" x 5.25"	8W	Trust Motor (Governor's Way) (A) Also: Other Moline, IL (C) & Mendota, IL (C)	Combo Rate with Print Thursday	\$132.18	X	X
252217	Sunday	Northwest Herald & Lake County Journal (Weekly on Thursdays)	Pub	Main News	Wednesday	Thursday 3PM	14 Pg	4.562" x 4.5"	8W	Normal, Appleton (A) & Lake County (A) Also: Lake County, Mendota, Mendota, Streator (C) & Round Lake (B)	3x Print & Lake County Weekly Combo Rate	\$797.00	X	X



# PRINT ADVERTISING Continued

		Star Register Newspapers (Crown Point, IN)	Full							Crown Point, IN (B) & Merrillville, IN (B)	Local Newspaper	TBD
2/12/2017	Sunday	Rickford Register Star	Full	Business	Wednesday	Wednesday				Oregon, IL (C)		TBD

2/13/2017	Monday	Daily Herald	Full	Business	Wednesday Prior	Wednesday Prior	12 Pg	4.8" x 11.125"	BW	Highlight: Glenwood & Blue Island Lakes Bankings (A) & Forest Lake (B) Loc: Kenosha, WI (B), Indian Park (B), Blue Island (B), Orland Park (B), Glenwood, IL (B)	Crown Lake & Cook County	\$642.25	X
2/16/2017	Weekly (Thursday)	Vadette Community Newspaper	Full	ROP	Friday	Friday	3 Col x 5"	5.8" x 5"	Color	Highlight: Monee (Governor's Way) (A) Also: Other Monee, IL & Manhattan, IL	Hyper Local News Sr Rate - \$250 / Week	\$250.00	
2/16/2017	Thursday	Daily Southerner	Full	Main News or Business	Tuesday	Wednesday	4 Col x 5.25"	4.916" x 5.25"	BW	Highlight: Monee (Governor's Way) (A) Also: Other Monee, IL & Manhattan, IL	Combo Buy With Previous Sunday 50% Off	\$158.19	
2/19/2017	Sunday	Northwest Indiana Times	Full	Main News	Tuesday	Wednesday	Spot Ad (8 Col x 2")	9.20" x 2"	BW	Crown Point, IN (B) & Merrillville, IN (B) Glenwood, IL (B) & Blue Island (B)	Combo - 4 Sunday's - On-Line (Full Price in Week 1)	\$0.00	X

PRINT TOTAL: \$24,536.77

DIGITAL ADVERTISING										
WEBSITE	TYPE OF AD	AD DESCRIPTION	LENGTH OF CAMPAIGN	NOTES	COST					
Chicago Real Estate Daily & ChicagoBusiness.com (Cdn's)	E-Newsletter Banner & Website Banner	E-Newsletter Banner - 728x90 & 300x60 Website Banner - ROP - 728x90, 300x60, 300x250 & 300x250	E-News - 4c/fl per week Website - 50,000 Impressions over 1 month		\$5,204.70	X	X			
Chicago Business Journal	E-Newsletter Banner	Middle Leaderboard - 728x90	1 Week	Distributed Mon-Fri	\$271.90					
Illinois Real Estate Journal (Part of www.rejournal.com)	E-Newsletter Banner	Top Banner - 728x90, Static	1c	Distributed Wed, Feb 9th	\$500.00	X	X			
Northwest Indiana Times	Banner Ads	Run of Site - 100,000 Impression - 300x250 Animated	1 Month	Part of Print Package	\$0.00	X	X			
Programmatic Campaign (Across the Internet)	Targeted Banner Ads	Numerous Ad sizes. Ads reach buyers across the internet (ex: CNN.com, 25-49 year olds, looking at commercial real estate articles, geo-targeted)	Two Weeks	Highlighting Subdivision Properties	\$2,000.00					

DIGITAL TOTAL: \$8,176.60

# PRINT ADVERTISING Continued

ADVERTISER	DAY	OFFER	BLN	ISSUES	PRICE	UNIT PRICE	START DATE	END DATE	SPOTS	STATION	CLASS	LINE
ADVERTISER	Monday	Real Estate News	CONGR	Business Week	Print	Monday	11:00 AM	11:00 AM	1	Chicago, IL	Real Estate	1
ADVERTISER	Friday	Real Estate News	CONGR	Business Week	Print	Friday	7:00 AM	7:00 AM	1	Chicago, IL	Real Estate	2
ADVERTISER	Monday	Real Estate News	CONGR	Business Week	Print	Monday	11:00 AM	11:00 AM	1	Chicago, IL	Real Estate	3
ADVERTISER	Monday	Real Estate News	CONGR	Business Week	Print	Monday	11:00 AM	11:00 AM	1	Chicago, IL	Real Estate	4
ADVERTISER	Monday	Real Estate News	CONGR	Business Week	Print	Monday	11:00 AM	11:00 AM	1	Chicago, IL	Real Estate	5
ADVERTISER	Monday	Real Estate News	CONGR	Business Week	Print	Monday	11:00 AM	11:00 AM	1	Chicago, IL	Real Estate	6
ADVERTISER	Monday	Real Estate News	CONGR	Business Week	Print	Monday	11:00 AM	11:00 AM	1	Chicago, IL	Real Estate	7
ADVERTISER	Monday	Real Estate News	CONGR	Business Week	Print	Monday	11:00 AM	11:00 AM	1	Chicago, IL	Real Estate	8
ADVERTISER	Monday	Real Estate News	CONGR	Business Week	Print	Monday	11:00 AM	11:00 AM	1	Chicago, IL	Real Estate	9
ADVERTISER	Monday	Real Estate News	CONGR	Business Week	Print	Monday	11:00 AM	11:00 AM	1	Chicago, IL	Real Estate	10
ADVERTISER	Monday	Real Estate News	CONGR	Business Week	Print	Monday	11:00 AM	11:00 AM	1	Chicago, IL	Real Estate	11
ADVERTISER	Monday	Real Estate News	CONGR	Business Week	Print	Monday	11:00 AM	11:00 AM	1	Chicago, IL	Real Estate	12



# PRINT ADVERTISING Continued

10/31/18	Wednesday	Wall Street Journal	Chicago	Business Real Estate & Services	Friday	Monday	1/8 Pg	3.35" x 5"	BW	Generic Ad	\$1,487.05	X	X
10/31/18	Wednesday	Chicago Tribune	Full	Auction Mart	Thursday	Monday	2 Col x 0.5"	2.37" x 3.9"	BW	Wednesday / Sunday Combo Generic Ad	\$1,642.00	X	X
11/1/18	Thursday (Weekly)	New Buffalo Times	Full	ROP	Thursday	Friday	1/4 Pg	2.25" x 3.5"	Color	FREE COLOR New Buffalo, MI (Luxury Home) Property	\$305.89	X	X
11/1/18	Thursday (Weekly)	Kane County Chronicle	Full	ROP	Thursday	Friday	1/8 Pg	2.215" x 5.5"	BW	Distributed in Kane County Agriculture, IL Properties	\$180.88	X	X
11/2/18	Friday	Wall Street Journal	Detroit	Deloitte Properties & Estates	Tuesday	Tuesday	1 Col x 4"	1.88" x 4"	BW	New Buffalo, MI (Luxury Home) Property	\$385.50	X	X
11/2/18	Friday	Daily Herald	Full	Business	Wednesday	Wednesday	1/8 Pg	5.48" x 6.25"	BW	DuPage, Cook, McHenry, Kendall, Kane & Lake Counties Bolingbrook, Malvern, Algonquin, & Lakeport, IL Properties	\$427.95	X	X
11/4/18	Sunday	Herald-Paladium (Southwest Michigan)	Full	ROP	Tuesday	Wednesday	1/4 Pg	5.01" x 5"	BW	Southwest Michigan Newspaper New Buffalo, MI Property	\$418.24	X	X
11/4/18	Sunday	The Herald-News	Full	Main News	Tuesday	Thursday	1/4 Pg	4.562" x 5.5"	BW	Distributed in WI County Ligonier, Monroe, Bolingbrook & Madison, IL Properties	\$527.07	X	X
11/4/18	Sunday	Moine Dispatch & Rock Island Argus	Full	Business	Wednesday	Thursday	2 Col x 5"	3.222" x 5"	COLOR	FREE COLOR East Moine, IL Property	\$693.18	X	X
11/4/18	Sunday	The Courier-News	Full	ROP	Wednesday	Thursday	1/12 Pg	3.22" x 5.25"	BW	Algonquin, IL Properties	\$148.83	X	X
11/4/18	Sunday	Daily Southtown	Full	ROP	Wednesday	Thursday	1/12 Pg	3.22" x 5.25"	BW	Malvern & Monroe, IL Properties	\$148.83	X	X
11/4/18	Sunday	Naperville Sun	Full	ROP	Wednesday	Thursday	1/12 Pg	3.22" x 5.25"	BW	Bolingbrook, IL Property	\$148.83	X	X
11/4/18	Sunday	Post-Tribune	Full	ROP	Wednesday	Thursday	1/12 Pg	3.22" x 5.25"	BW	Michigan City, IN Property	\$148.83	X	X
11/4/18	Sunday	Chicago Tribune	Full	Auction Mart	Thursday	Monday	2 Col x 1.2"	2.57" x 3.5"	BW	Wednesday / Sunday Combo Generic Ad	\$0.00	X	X
11/4/18	Sunday	NW Indiana Times	Full	Business	Wednesday	Thursday	3 Col x 8"	4.89" x 8"	COLOR	DISCOUNTED 5X COMBO RATE + PER DIGITAL IMPRESSIONS + FREE COLOR Michigan City, IN Property SPLIT COST W/ MERRILLVILLE, IN (TOTAL: \$3,678.78)	\$8.00	X	X



# PRINT ADVERTISING Continued

DATE	DAY	PUBLICATION	SECTION	AD TYPE	START DATE	END DATE	SIZE	LENGTH	REP	DESCRIPTION	COST	CONFIRMED	PAID
11/5/18	Various	Illinois Newspaper Network	Chicagoland	RCP	One Week Prior	One Week Prior	2 Col x 4"	3.7" x 4"	BW	51 Newspapers, Readership: 879K Graphic Ad	\$1,114.73	X	X
11/6/18	Tuesday	Daily Herald	Full	Business	Wednesday	Friday	178 Pg	5.43" x 5.25"	BW	DuPage, Cook, McHenry, Kendall, Kane & Lake Counties Bolingbrook, Monticello, Algonquin, & Lombard, IL Properties	\$427.95	X	X
11/9/18	Friday	Wall Street Journal	Detroit	Defective Properties & Estates	Tuesday	Tuesday	1 Col x 4"	1.68" x 4"	BW	New Buffalo, MI (Luxury Home) Property	\$365.50	X	
11/13/18	Sunday	NY Indiana Times	Full	Business	Wednesday	Thursday	3 Col x 8"	4.89" x 6"	COLOR	DISCOUNTED 3X COMBO RATE + 79K DIGITAL IMPRESSIONS + FREE COLOR Michigan City, IN Property SPLIT COST W/ MERRILLVILLE, IN (TOTAL \$2,678.78)	\$0.00	X	

PRINT TOTAL \$15,173.84

## DIGITAL ADVERTISING

WEB SITE	TYPE OF AD	AD DESCRIPTION	LENGTH OF CAMPAIGN	NOTES	COST	CONFIRMED	PAID
Midwest Real Estate News Magazine (Part of Real Estate Journal)	HTML E-Blat	Dedicated "Spotlight" E-Blat - HTML	1X (11/3)	Reaches Approx 23K Subscribers Covers - IL, IN, IO, KS, KY, MI, MN, MO, NE, ND, OH, SD, TN & WI	\$987.50	X	X

DIGITAL TOTAL \$987.50





# DISPLAY ADS

The following page includes samples of ads that have been placed during our programs.

## REAL ESTATE AUCTION

BANK DIRECTED SALE • ONLINE ONLY AUCTION: FEBRUARY 28

### 25+ BANK-OWNED REO ASSETS

INCOME-PRODUCING OFFICE & COMMERCIAL BLDGS, COMMERCIAL & RESIDENTIAL DEVELOPMENT LAND  
LOCATED IN ILLINOIS, INDIANA & WISCONSIN • INCLUDES ABSOLUTE OFFERINGS!

— SAMPLE LISTINGS —

<p><b>EAST MOLINE, IL</b> 465 Avenue of the Cities</p>  <p><b>Multi-Tenant Income-Producing Medical/Office Building</b></p> <ul style="list-style-type: none"> <li>• Long Term Leases w/ GSA</li> <li>• Stabilized Income Stream with Value Add Potential</li> <li>• Approved Value: \$1,800,000</li> <li>• Suggested Opening Bid: \$260,000</li> </ul>	<p><b>LAKE BARRINGTON, IL</b> 28662-26286 W Northwest Hwy</p>  <p><b>Multi-Tenant Office &amp; Retail Bldgs w/ Additional Development Land</b></p> <ul style="list-style-type: none"> <li>• Bldg 1 - 11,000+ SF Retail Building w/ Tenants</li> <li>• Bldg 2 - 11,000+ SF Office Building w/ Tenants</li> <li>• Immediate Income &amp; Value-Add Potential</li> <li>• Approved Value: \$1,210,000</li> <li>• Suggested Opening Bid: \$200,000</li> </ul>
---	--

For Additional Information, Call or Visit Our Website:  
**855.755.2300 HilcoRealEstate.com**

**Hilco Real Estate**

Hilco Real Estate, LLC is a registered real estate broker in Illinois, Indiana, Wisconsin, Michigan, Ohio, Pennsylvania, New York, Maryland, Virginia, North Carolina, South Carolina, Florida, Georgia, Alabama, Louisiana, Texas, and West Virginia. Licenses are held in all states listed. © 2012 Hilco Real Estate, LLC. All rights reserved.

## REAL ESTATE AUCTION

ONLINE ONLY: FEBRUARY 28



— BANK DIRECTED SALE —

### 25+ BANK-OWNED REO ASSETS



INCOME-PRODUCING OFFICE & COMMERCIAL BLDGS,  
COMMERCIAL & RESIDENTIAL DEVELOPMENT LAND  
Located in Illinois, Indiana & Wisconsin  
*Includes Absolute Offerings!*

— SAMPLE LISTINGS —

COOK COUNTY

<p><b>GLENWOOD, IL</b> 319 West 1768 Street</p>  <p><b>Two Light Industrial Buildings with Scorable Yard</b></p> <ul style="list-style-type: none"> <li>• Bldg 1 - 1200+ SF Warehouse w/ 2 Drive-Through Doors</li> <li>• Bldg 2 - 5120+ SF Office Warehouse</li> <li>• Recently Refurbished</li> <li>• Previous Price: \$320,000</li> <li>• Suggested Opening Bid: \$200,000</li> </ul>	<p><b>EAST MOLINE, IL</b> 465 Avenue of the Cities</p>  <p><b>Multi-Tenant Income-Producing Medical/Office Building</b></p> <ul style="list-style-type: none"> <li>• Long Term Leases w/ GSA</li> <li>• Stabilized Income Stream with Value Add Potential</li> <li>• Approved Value: \$1,800,000</li> <li>• Suggested Opening Bid: \$600,000</li> </ul>
---	--

LAKE COUNTY

<p><b>LAKE BARRINGTON, IL</b> 28662-26286 W Northwest Hwy</p>  <p><b>Multi-Tenant Office &amp; Retail Bldgs w/ Additional Development Opportunity</b></p> <ul style="list-style-type: none"> <li>• Bldg 1 - 11,000+ SF Retail Building w/ Tenants</li> <li>• Bldg 2 - 11,000+ SF Office Building w/ Tenants</li> <li>• Immediate Income &amp; Value-Add Potential</li> <li>• Approved Value: \$1,210,000</li> <li>• Suggested Opening Bid: \$600,000</li> </ul>	<p><b>ROUND LAKE BEACH, IL</b> 223 W. Rollins Rd</p>  <p><b>Prime 6.5-Acre Commercial Redevelopment Opportunity</b></p> <ul style="list-style-type: none"> <li>• High Traffic Retail Trade Area - 2100+ VPO</li> <li>• Existing Buildings (Shops &amp; Apartments)</li> <li>• Immediate Income Potential &amp; Development Opportunity</li> <li>• Previous List Price: \$220,000</li> <li>• Suggested Opening Bid: \$100,000</li> </ul>
---	---

PROPERTY LOCATION	DESCRIPTION	OPENING BID
Michigan, IL	7x 300 Commercial Lots Parcel 101	\$200,000
Illinois, IL	Office/Retail Building on Veterans Highway	\$400,000
Indian Head Park, IL	2,800+ SF Ground Floor Commercial Complex	\$700,000
Clinton Park, IL	100,000+ SF Industrial Parcel	\$400,000
Norwalk, WI	2,800+ AC/MSL Parcel w/ Retail w/ Office/Medical Office	\$250,000

For Additional Information, Call or Visit Our Website:  
**855.755.2300 HilcoRealEstate.com**

**Hilco Real Estate**

Hilco Real Estate, LLC is a registered real estate broker in Illinois, Indiana, Wisconsin, Michigan, Ohio, Pennsylvania, New York, Maryland, Virginia, North Carolina, South Carolina, Florida, Georgia, Alabama, Louisiana, Texas, and West Virginia. Licenses are held in all states listed. © 2012 Hilco Real Estate, LLC. All rights reserved.

## REAL ESTATE AUCTION

ONLINE ONLY: FEBRUARY 28

— BANK DIRECTED SALE —

### 25+ BANK-OWNED REO ASSETS

OFFICE • INDUSTRIAL • RETAIL • LAND

Located in Illinois, Indiana & Wisconsin  
*Includes Absolute Offerings!*

— SAMPLE LISTINGS —

COOK COUNTY	GLENWOOD, IL	INDIAN HEAD PARK, IL	LAKE BARRINGTON, IL	BOARD LAKE BEACH, IL	ALGONQUIN, IL
<p><b>EAST MADISON, IL</b> 12700 Madison St, East Madison</p>  <p><b>MULTI-TENANT INCOME-PRODUCING MEDICAL OFFICE BUILDING</b> - 25,000± SF building - 220± AC - Long-term lease with CDA (National Administrative) - Well-maintained building constructed in 1997 - Long-term commercial corridor - Approved Value: \$1,800,000 - Suggested Opening Bid: \$800,000</p>	<p><b>GLENWOOD, IL</b> 248 West 67th St, Glenwood</p>  <p><b>TWO LIGHT INDUSTRIAL BUILDINGS WITH SIZABLE YARD</b> - 12,000± SF building (existing) - 80± Y - 7,000± SF warehouse w/ 2± bays - 80± Y - 5,000± SF office/warehouse building (previously subdivided) - 20' clear ceiling height, built in 1990 - Employees to 125, 120± x 140'± - Photos: PH: 822,000 - Suggested Opening Bid: \$800,000</p>	<p><b>INDIAN HEAD PARK, IL</b> 1500 West FM, Unit C</p>  <p><b>TURKEY 2,600± SF COMMERCIAL CONDO</b> - Subground floor commercial condo and along Wolf Road - Upgrade retail use building - Located at the intersection of I-55 &amp; I-65 - Reg. H# license #101,021 (2 yr) - Zoned B-3 (Service, Restaurant, Retail) - Photos: PH: 228,000 - Suggested Opening Bid: \$100,000</p>	<p><b>LAKE BARRINGTON, IL</b> 23000 24000 W Highway 100, Lake Barrington</p>  <p><b>MULTI-TENANT OFFICE &amp; RETAIL BLDG w/ ADDITIONAL DEVELOPMENT LANDS</b> - 22,000± SF building (existing) - 70± AC - 80± Y - 11,000± SF bldg w/ tenant - 80± Y - 11,000± SF bldg w/ tenant - Common parking &amp; separate disabled handicap accessible - Intentional valuable potential - Approved Value: \$1,200,000 - Suggested Opening Bid: \$500,000</p>	<p><b>BOARD LAKE BEACH, IL</b> 224 W Palma St</p>  <p><b>EXCEPTIONAL GSO: AN REDEVELOPMENT OPPORTUNITY</b> - 4,200± SF building (existing) - 14± lots (total) with some lots 20,000 - 100' along Palma Pl - Two existing bldgs (former retail) - Possible residential income potential - Zoned C-2 (General) Bldg, I.A. - P-3 (Single Family) Plat. - Photos: PH: 228,000 - Suggested Opening Bid: \$100,000</p>	<p><b>ALGONQUIN, IL</b> 1001 Randall Rd N, Algonquin</p>  <p><b>PRIME RETAIL DEVELOPMENT SITE</b> - 20± AC - Development 1 &amp; 2 - adjacent to Algonquin Center - Highway access (near I-55) - Close to Target, Target, Target, Wal-Mart - Located in high-traffic area - Good redevelopment opportunity - Photos: PH: \$1,600,000 - Suggested Opening Bid: \$225,000</p>



For Additional Information, Call or Visit Our Website:  
**855.755.2300 HilcoRealEstate.com**

© 2012 Hilco Real Estate LLC. All rights reserved. Hilco Real Estate LLC is a subsidiary of Hilco Corporation. Hilco Corporation is an Equal Opportunity Employer. All trademarks are the property of their respective owners. Hilco Real Estate LLC is not responsible for the content of any external links. Hilco Real Estate LLC is not a broker or agent for any financial institution. Hilco Real Estate LLC is not a lender. Hilco Real Estate LLC is not a guarantor. Hilco Real Estate LLC is not a servicer. Hilco Real Estate LLC is not a trustee. Hilco Real Estate LLC is not a fiduciary. Hilco Real Estate LLC is not a co-servicer. Hilco Real Estate LLC is not a co-trustee. Hilco Real Estate LLC is not a co-fiduciary. Hilco Real Estate LLC is not a co-servicer. Hilco Real Estate LLC is not a co-trustee. Hilco Real Estate LLC is not a co-fiduciary.

## REAL ESTATE AUCTION

ONLINE ONLY: FEBRUARY 28

— BANK DIRECTED SALE —

### 25+ BANK-OWNED REO ASSETS

INCOME-PRODUCING OFFICE & COMMERCIAL BLDGS, INDUSTRIAL & RESIDENTIAL DEVELOPMENT LAND

Located in Illinois, Indiana & Wisconsin  
*Includes Absolute Offerings!*

— SAMPLE LISTINGS —

LOCATION	DESCRIPTION	OPENING BID
Algonquin, IL	7± AC Commercial Lots Randall Rd	\$325,000
Crown Point, IN	10.85± AC Single-Family Detached	\$150,000
East Moline, IL	23,484± SF Medical Office Bldg	\$950,000
Lake Barrington, IL	Office & Retail Bldgs + Add'l Land	\$500,000
Merrillville, IN	47+ AC Mixed-Use Development	\$100,000
Monroe, IL	Income-Producing Mixed-Use Bldgs	\$100,000
Rock Island, IL	Auto Repair/Light Industrial Bldg	\$40,000



For More Info, Call or Visit:  
**855.755.2300 HilcoRealEstate.com**

© 2012 Hilco Real Estate LLC. All rights reserved. Hilco Real Estate LLC is a subsidiary of Hilco Corporation. Hilco Corporation is an Equal Opportunity Employer. All trademarks are the property of their respective owners. Hilco Real Estate LLC is not responsible for the content of any external links. Hilco Real Estate LLC is not a broker or agent for any financial institution. Hilco Real Estate LLC is not a lender. Hilco Real Estate LLC is not a guarantor. Hilco Real Estate LLC is not a servicer. Hilco Real Estate LLC is not a trustee. Hilco Real Estate LLC is not a fiduciary. Hilco Real Estate LLC is not a co-servicer. Hilco Real Estate LLC is not a co-trustee. Hilco Real Estate LLC is not a co-fiduciary.

# DISPLAY ADS Continued

## REAL ESTATE AUCTION

ONLINE ONLY FEBRUARY 28

— BANK DIRECTED SALE —

### 25+ BANK-OWNED REO ASSETS

INCOME-PRODUCING OFFICE & COMMERCIAL BLDGS,  
COMMERCIAL & RESIDENTIAL DEVELOPMENT LAND  
Located in Illinois, Indiana & Wisconsin  
*Includes Absolute Offerings!*

SAMPLE LISTINGS

ALGONQUIN, IL <i>Near Randall Rd &amp; Corporate Plaza</i>	LAKE BARRINGTON, IL <i>28662-28886 W Northwest Hwy</i>
<p><b>Two Development Lots - 7.45 Acres Adjacent to Algonquin Commons</b></p> <ul style="list-style-type: none"> <li>• Neighboring National Tenants: Dick's Sporting Goods, Target, Trader Joe's, Wal-Mart</li> <li>• Significant Value-Add Development Opportunity</li> </ul> <p><i>Previous Price: \$1,070,000</i> <b>Suggested Opening Bid: \$325,000</b></p>	<p><b>Multi-Tenant Office &amp; Retail Bldgs with Additional Development Land</b></p> <ul style="list-style-type: none"> <li>• Bldg 1 - 11,300 SF Retail Building w/ Tenants</li> <li>• Bldg 2 - 11,200 SF Office Building w/ Tenants</li> <li>• Immediate Income &amp; Value-Add Potential</li> </ul> <p><i>Appraised Value: \$1,210,000</i> <b>Suggested Opening Bid: \$500,000</b></p>

PROPERTY LOCATION	DESCRIPTION	SUGGESTED OPENING BID
Lakewood, IL	37 Single-Family Lots	\$75,000
Round Lake Beach, IL	0.58± AC Commercial Redevelopment Site	\$100,000
Wonder Lake, IL	2.25± AC Secluded Residential Lot	\$15,100
Woodstock, IL	3.05± AC Well Located Commercial/Industrial Parcel	Sold Absolute
Zion, IL	1.45± AC Corner Multi-Family Residential Lot on IL-170	\$10,000

For Additional Information, Call or Visit Our Website:  
**855.755.2300 HilcoRealEstate.com**

**Hilco Real Estate**

Hilco Real Estate, LLC is a subsidiary of Hilco Finance Group, Inc. (HFG) a Special Purpose Vehicle (SPV) of Hilco Finance Group, Inc. (Hilco Finance Group, Inc.) and is not a member of the National Automated Clearing House Association (NACHA). Hilco Finance Group, Inc. is a member of the National Automated Clearing House Association (NACHA). Hilco Finance Group, Inc. is a member of the National Automated Clearing House Association (NACHA). Hilco Finance Group, Inc. is a member of the National Automated Clearing House Association (NACHA).



# DISPLAY ADS Continued

**REAL ESTATE AUCTION** — BANK DIRECTED SALE — INCLUDES ABSOLUTE OFFERINGS —  
**25+ BANK-OWNED REO ASSETS**  
 LOCATED IN ILLINOIS, INDIANA & WISCONSIN  
 OFFICE • INDUSTRIAL • RETAIL • LAND

## Chicago Real Estate Daily

CRAMS CHICAGO BUSINESS

Monday, February 13, 2017

WEDNESDAY REPORT



A Morgan investor used over a scored deal to buy out his partner in the MCA City Apartments, a 190-unit vintage building about a block from Millennium Park. **Real Estate**

First North Bank offers all-in-one solution

Developer Oscar Shih sold the building at 303 W. 39th St. as part of a strategy to raise an \$180-million bank. **Real Estate**

Five-building office complex closed in Westmont

Developer Ryan Co. says it plans to invest at least \$25 million redeveloping the former headquarters of Alltel. You Live! parent company. **Real Estate**

Texas holds over whole block in Westmont

The investor says it will move into 3300 N. Ashland Ave. in October, after the grocery store moves a block south. **Real Estate**

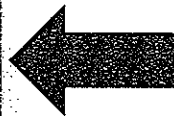
Chris Kennedy resigns as president

In announcing his bid, the man who used to run the Merchandise Mart says, "We can do better." **Real Estate**

\$450 to \$.6 billion bank plan

Investment bank plan

**REAL ESTATE AUCTION**  
 — BANK DIRECTED SALE —  
**25+ BANK-OWNED REO ASSETS**  
 Illinois, Indiana & Wisconsin  
 OFFICE • INDUSTRIAL • RETAIL • LAND  
 Assets Will Be Sold Regardless of Price  
 Bid on Individual Properties or in Any Combination

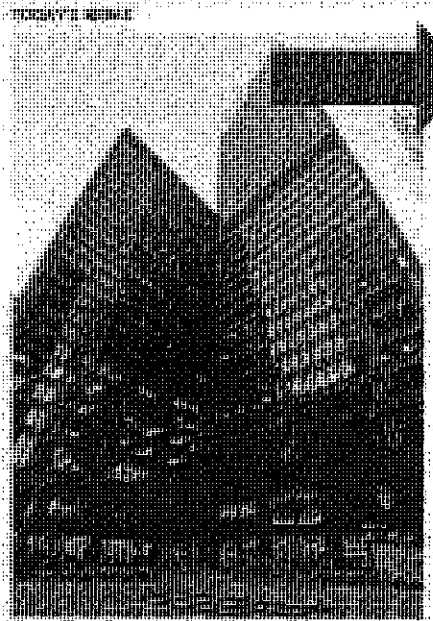


**REAL ESTATE AUCTION** — BANK DIRECTED SALE — INCLUDES ABSOLUTE OFFERINGS —  
**25+ BANK-OWNED REO ASSETS**  
 LOCATED IN ILLINOIS, INDIANA & WISCONSIN  
 OFFICE • INDUSTRIAL • RETAIL • LAND

## Chicago Real Estate Daily

CRAMS CHICAGO BUSINESS

Tuesday, February 14, 2017



Investment bank plan

**REAL ESTATE AUCTION**  
 — BANK DIRECTED SALE —  
**25+ BANK-OWNED REO ASSETS**  
 Illinois, Indiana & Wisconsin  
 OFFICE • INDUSTRIAL • RETAIL • LAND  
 Assets Will Be Sold Regardless of Price  
 Bid on Individual Properties or in Any Combination



# SIGNAGE

A large 6' X 10' sign was installed at the property to market the sale to street traffic and neighboring parcels owners. The sign has been updated periodically as our sales strategy has changed.

 **Hilco**  
Real Estate

**ONLINE AUCTION  
NOVEMBER 29-30**

**7.5 AC DEVELOPMENT SITES**

**LOT 1 - OPENING BID: \$150,000**

**LOT 2 - OPENING BID: \$100,000**

**855.755.2300    HilcoRealEstate.com**

Hilco Real Estate, LLC in cooperation with Jeff Azuse, Illinois Broker, Lic. #471.011086


# HILCO REAL ESTATE WEBPAGE

All our marketing directs interested prospects to visit Hilco's property-specific website. On this page prospects find details on the property, as well as additional photos and aerials, and the ability to register to bid on the property. Upon executing an NDA, prospects are then able to access the data room, which contains all due diligence information on the property.

Algonquin Lot 2: 3.5 acres  
 Asking Price: \$300,000  
 Hilco Real Estate, LLC in cooperation with Jeff Azzare, IL Broker, Lic. #41101098

**Location:**  
 Adjacent to the popular Algonquin Commons shopping center, and is in proximity to regional centers such as Art Van Furniture, Bowlero, Hobby Lobby, Nordstrom Rack, Old Navy, Ross.

<b>Services</b>	<b>Corporate</b>	<b>Legal</b>
Property for Sale	News	49th Global
M&A Advisory	About	Hilco Companies
Lease Repurchase	Contact Us	Privacy & Terms
Distraction	Careers	Site Map
Acquisition		




**Hilco Real Estate** Hilco Companies Log In

SERVICES & SOLUTIONS PROPERTIES NEWS ABOUT CONTACT

Home / Properties / Property

## Prime Development Sites - Algonquin, IL

Near Randall Rd & Corp. Pkwy, Algonquin, IL 60102

OVERVIEW DOCUMENTS PHOTOS VIEW ON MAP

Price: \$550,000  
 Property Type: Land  
 Total Lot Size: 7.5 Acres

**Request More Information**

Name:   
 Email: \*   
 Phone:   
 Message (optional):

**Highlights:**

- Adjacent to popular Algonquin Commons shopping center.
- Strong 1-mi demographics (HH: \$120K, Pop. Growth 3.7%).
- Sizable development opportunity for a variety of potential future uses.
- Neighboring national tenants: Dick's Sporting Goods, Target, Trader Joe's, Walmart Supercenter, Art Van Furniture, Bowlero, Hobby Lobby, Nordstrom Rack, Old Navy, Ross.

**Description:**  
 This location is comprised of two bank-owned land parcels and can be purchased as a pair or individually:  
 Algonquin Lot 1: 4 acres  
 Asking Price: \$300,000  
 Algonquin Lot 2: 3.5 acres

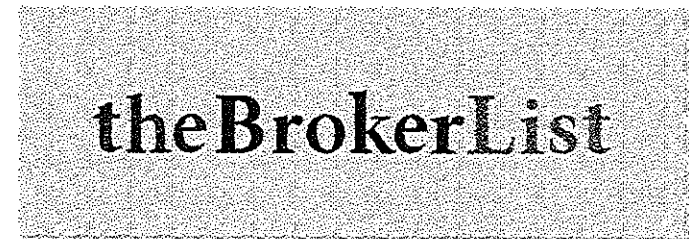
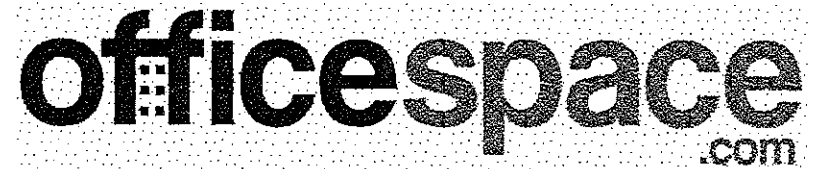
Contact Broker: Steve Madara, Senior Vice President, smadara@hilco.com

Powered by @buildout



# ADDITIONAL LISTING WEBSITES

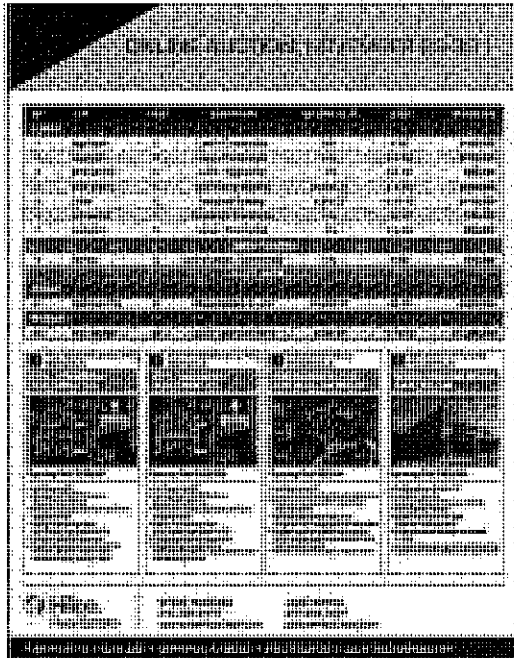
Hilco Real Estate has also used a number of other website platforms to market the property. These listing platforms receive a heavy amount of traffic and provide leads at a steady level. Our goal is to saturate the market across as many platforms as possible to get the message out as quickly as we can.





# BROCHURE

Custom brochures were created for the property for each campaign, providing details on the property and the bidding process. The brochure is available for download from HilcoRealEstate.com, Loopnet.com, CoStar.com and all other digital marketing platforms. The brochure was also utilized in various email blasts and will be available at all on-site tours.



**BANK-DIRECTED SALE** **ONLINE AUCTION**  
NOVEMBER 29-30

**12 SURPLUS BANK PROPERTIES**  
LOCATED THROUGHOUT ILLINOIS, INDIANA & MICHIGAN

**MANY PROPERTIES TO BE SOLD WITH LOW RESERVE PRICES!**

Many Adaptive Reuse & Development Opportunities  
Purchase Individual Properties or in Any Combination

**Hilco Real Estate** | STEVE MADURA 847.304.2478 smadura@hilcoGlobal.com | JAKE SOYKA 847.304.3224 jsoyka@hilcoGlobal.com

5 Ravenna Drive • Suite 320 • Northbrook, IL 60062 • 855.755.2300 • www.HilcoRealEstate.com

# E-BLASTS

A number of dynamic, customized e-mail blasts was created that linked interested parties to the Hilco website for more information on the property and the sale process. These email blasts have been distributed weekly to Hilco's proprietary list of buyers, local business owners, logical end users/professionals, as well as to numerous third-party lists of potential users, investors, and real estate professionals throughout the state, region and country.

Source	Type of Recipients	Count
BigBoysBlast.com	RE Brokers & Investors	123,000
ePropertyPush.com	Commercial RE Brokers	22,500
Property Blast.com	Commercial RE Brokers	90,000
Propertyline.com	Commercial RE Brokers & RE Professionals	200,000
Hilco proprietary list	Past buyers, investors, developers, brokers	20,000
Info USA	Targeted individuals, including neighboring property owners, industrial end users, investors, etc.	355
<b>Total</b>		<b>455,855</b>

**Hilco Real Estate BANK-DIRECTED SALE**

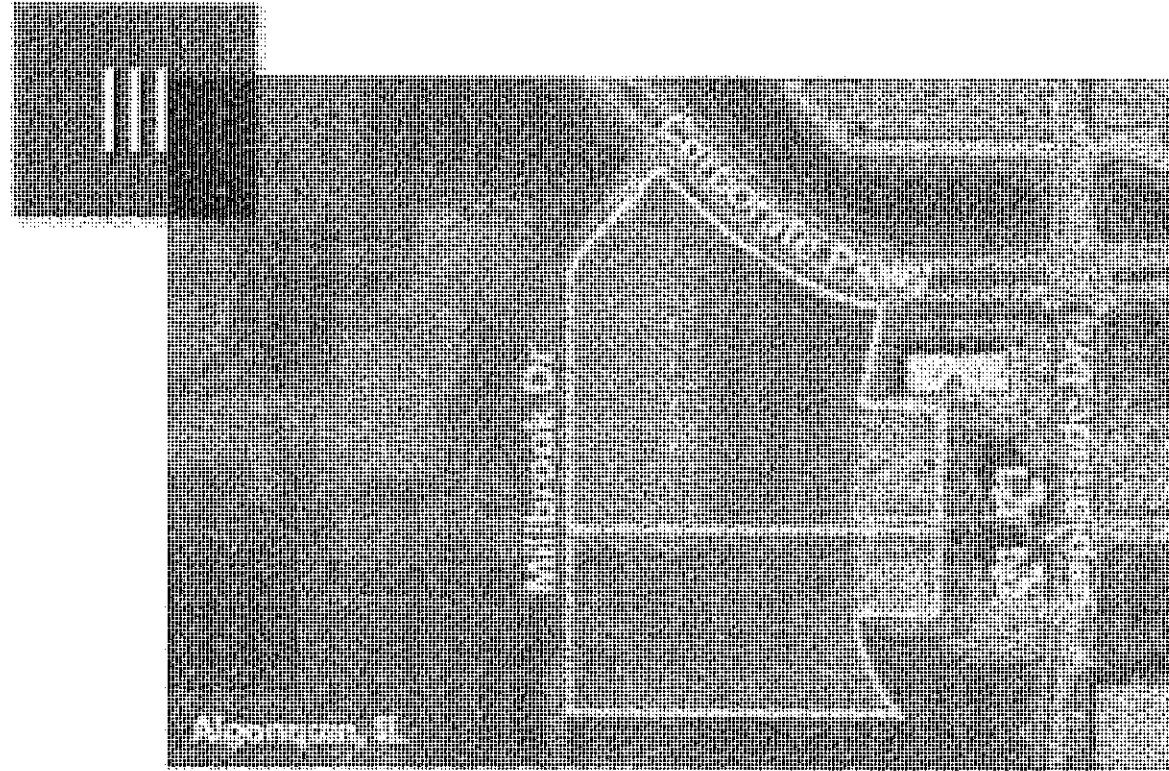
**12 SURPLUS BANK PROPERTIES**  
Selling with Low Reserve Prices!  
Online Auction: November 29-30

[VIEW DETAILS](#)

Commercial Building  
OPENING BID: \$500,000

**Additional Locations Available**

	Location	State	Property Type	Acreage	Price
1	Algonquin	IL	Land - Commercial	105	\$195,000
2	Algonquin	IL	Land - Commercial	NA	\$100,000
3	Bolingbrook	IL	Land - Residential	0.5	\$25,000
4	East Moline	IL	Commercial Building	25,500	\$600,000
5	Joliet	IL	Industrial Building	5,200	\$110,000



## MARKETING RESPONSE

## Overall Response

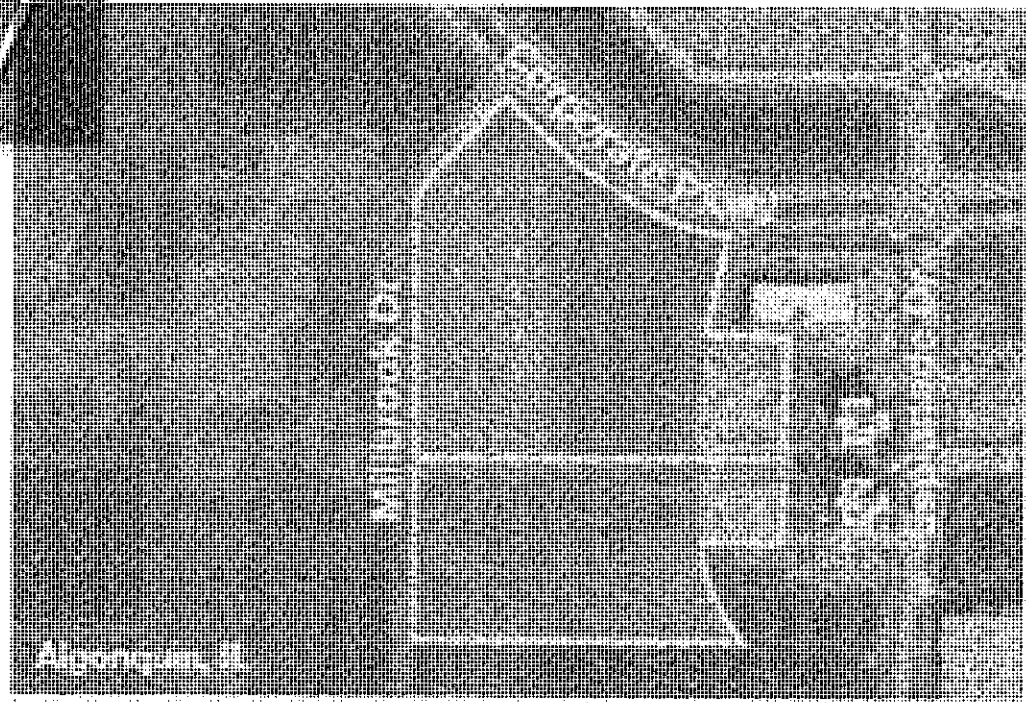
We look at the following responses when evaluating our marketing:

- Total Loopnet Views: **101,127**
- Total Loopnet Visits: **316**
- Total Direct Contacts (call-in or email): **24**

### Summary:

Through our marketing push over the past few years, we have spent significant time, effort and money to market this property effectively to reach a broad group of potential users for the site. In addition, we have altered the strategy from an auction format to more traditional negotiated sale. We have addressed pricing issues by lowering the price systematically over time, as well as offered aggressive opening bids at various times. The interested individuals we have reached from these efforts have included investors and developers in the hotel industry, retail sector, senior living space and multi-family residential. However, in all our conversations, there has been **no** interest from parties looking to develop the property for future office use. As such, it is clear that the property has been marketed well and priced appropriately. The issue remains that the market has clearly communicated that it does not believe the current zoning provides a viable future use for this site. Further, buyers are unwilling to purchase the property based on speculation that an alternative use would be approved.

IV



# CONCLUSION

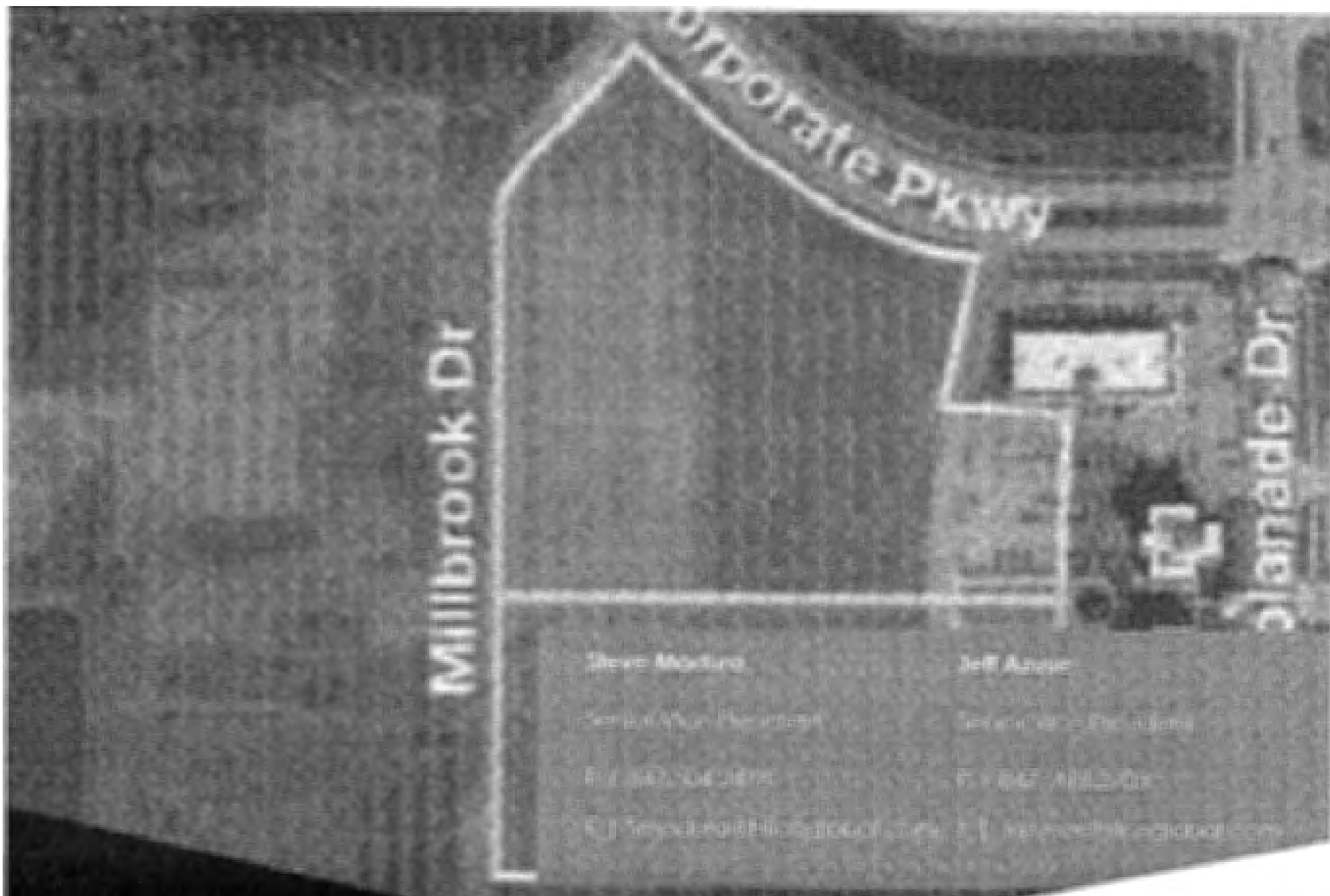
# CONCLUSION

As the response statistics demonstrate, our mission of reaching the market has been successful. The goal of our marketing is to capture the attention of the market, get them to focus on evaluating the property and then to use a deadline to motivate them to come forward and participate in the sale under the terms directed by the Seller/Bank. We track a number of barometers or Response Levels in adjusting our marketing and assessing the result/performance of our program.

**Response Level #1:** Did the message reach the market? Based on the call volume, emails received for additional information, prospects drilling down on our website for specific property information, we believe we reached the market, though the buyer pool for development land along the Randall Road corridor is relatively thin based on the restrictive use.

**Response Level #2:** How many prospects have reviewed the due diligence materials? Interest is tracked by which prospects registered on our website and requested access to due diligence documents, as it is logical that a buyer will want to review the due diligence materials prior to an upcoming deadline.

**Response Level #3:** How many potential buyers have stated that they will participate in the sale? During several sales campaigns in which significant marketing dollars have been spent, time and effort expended, Hilco has reached and corresponded with a significant number of buyers that have expressed initial interest in the property; however, after learning of the restrictive zoning through subsequent conversations with the Village of Algonquin, each and every buyer has elected to pass on the opportunity, thus clearly communicating that the current zoning is **not appropriate** for this property and should be reconsidered in order to put this property into productive use for the Village and its citizens.



Millbrook Dr

Bridorate Pkwy

Manmade Dr

Steve Medina

Jeff Anwar

Kevin Alan Pennington

Scott Vance Phillips

Eric Scott Williams

Frank Hillman

Erin Tinsley Hillman [www.hilco.com](http://www.hilco.com) | [www.hilco.com](http://www.hilco.com)

Vested in Your Success





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

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

DATE: December 2, 2019

TO: President Schmitt and Village Board of Trustees

FROM: Tim Schloneger

SUBJECT: Annual Funding in Support of Pioneer Center's PADS/Homeless Shelter

---

The Pioneer Center for Human Services works to meet people's most basic needs of food, shelter and support through programs designed for youth, families and individuals who are experiencing homelessness. The services include McHenry County PADS, the Runaway and Homeless Youth Program, and the Homeless Youth 18-23 Program.

The Center is requesting an aggregate of \$80,000 in annual local government contributions to fund their services. Algonquin has been asked to contribute \$5,000 annually to the PADS/Homeless Shelter in Woodstock, which was included in this year's budget.





City of  
**WOODSTOCK**

Office of the Mayor  
Dr. Brian Sager, Mayor  
121 W. Calhoun Street  
Woodstock, Illinois 60098

phone 815.338.4302  
fax 815.334.2269  
mayor@woodstockil.gov  
www.woodstockil.gov

February 1<sup>st</sup>, 2019

**Re: *Annual Funding in Support of Pioneer Center's Fixed Site Shelter for the Homeless***

Dear Friends and Colleagues:

As you are aware, Pioneer Center for Human Services has partnered with the Chapel and City of McHenry to build-out and open a fixed site emergency shelter for the homeless in McHenry County. We are grateful to these partners for their mission, passion and commitment as they work to meet a significant and growing need in our individual communities and collective region.

Estimated build-out costs are \$500,000 and annual operational costs are estimated to be \$1.02 million. These are daunting numbers, but upon careful review, consideration and outreach, it appears financing for both is feasible if we work together to secure foundation and private donor contributions, grants, agency funding and local government support. Therein rests the purpose of this letter.

On June 27<sup>th</sup>, 2018, the Executive Board of the McHenry Council of Governments passed a *Resolution in Support of Pioneer Center for Human Services and a Fixed-Site Facility at 14411 Kishwaukee Valley Road, Woodstock with Coordinated Outreach Services for People who are Homeless in McHenry County*. While that resolution was passed when the proposal was to expand the site at 14411 Kishwaukee Valley Road and the site has now moved to McHenry, the intent of the resolution remains. Specifically, the final portion of the document states, "*And, Be It Further Resolved that the Executive Board of the McHenry County Council of Governments upholds the efforts of the City of Woodstock, McHenry County and the McHenry County Community Foundation to obtain state, federal, and local government and private funding assistance to help...*" Based upon the intent of the resolution, that can certainly be extended and applied now to the newly identified site and partnership.

I have included for your review the resolution and the proposed annual operating budget as presented by Pioneer Center for Human Services. I know many of us are in budget discussions for the coming fiscal year and respectfully ask for your kind and generous consideration of an annual contribution to this important endeavor. It has been suggested that an aggregate of \$80,000 in local government contributions would help to close the gap and I am asking you and your colleagues to make an annual contribution to Pioneer Center in the amount of \$5,000-\$15,000. I know local government budgets are always tight, but truly believe this investment will pay future dividends to all and, most importantly, go a long way to meet the needs of people who are homeless in our communities.

Thank you for your kind consideration and please do not hesitate to contact me or Woodstock City Manager Roscoe Stelford at 815-338-4301 if you have questions or concerns.

Warmest regards,

Brian Sager, Ph.D.  
Mayor



12/2/19

Tim Schloneger  
Village Manager  
2200 Harnish Drive  
Algonquin, IL 60102-5995

RE: Pioneer Center Emergency Homeless Shelter

Dear Tim,

Thank you for reaching out to me regarding the invoice you received to support Pioneer Center's development of a fixed emergency shelter for the homeless. I have summarized key points regarding our emergency shelter, please let me know if you need anything else. We greatly appreciate the consideration of our request, and support of Algonquin!

- Pioneer Center is a private non-profit 501c(3) that has served McHenry County since 1958.
- Our mission is to help people live a dignified life of well-being, independence and inclusion.
- Pioneer provides 3 core areas of service to our community (Intellectual and Developmental Disabilities (IDD), Behavioral Health, and Homeless Shelter).
- Each of our 3 core services are funded differently. IDD is our largest division and is mainly funded by Illinois DHS. Unfortunately, the state of Illinois continues to underfund IDD services, with Illinois consistently ranking at the bottom of our country.
- Currently, 70% of Pioneer's homeless shelter funding comes from private contribution, 30% comes from government sources. The annual operating budget of our new shelter will be approximately \$1,000,000. Funding support from Algonquin will go towards our operating costs. We would greatly appreciate multi-year support from Algonquin and welcome the opportunity to present an annual request that would include our shelter outcomes.
- Our current homeless shelter in Woodstock currently provides 34 beds a night. During the winter months we partner with local rotating church sites to meet our overflow capacity needs. Even with the wonderful support of the churches, this model is not best stabilizing for the homeless. There is also risk during the non-winter months when we are at capacity and people camp in areas throughout our community that are not planned/designed for camping.
- The new shelter being developed in partnership with the Chapel of McHenry will provide 70 beds a night, replacing our current 34 bed shelter in Woodstock. Having all 70 beds at a fixed 24/7 365 days a year site will provide greater stabilization, care and support to our community.

Pioneer Center will manage and oversee all shelter operations at the new location. The Chapel is providing Pioneer 10,500 square feet rent free for our shelter. The Chapel church will operate the rest of the building as their church site. People served at the shelter will not be required to participate in Chapel church activities. Our target date for the new shelter to open is approx. March 2020.

- Last year our Woodstock shelter served 220 people which included 11 families and 25 children.
- Our shelter is open to all demographics, including those with needs related to mental health, physical health and substance abuse.
- The shelter provides: beds, showers, laundry, lockers, food, transportation, phone/computer/mailbox and case management support to link people with the resources they need to move out of homelessness.

Thank you Tim,



Sam Tenuto

Co-CEO Pioneer Center

815-759-7143

4031 W. Dayton Street

McHenry Illinois, 60050



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

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

DATE: December 5, 2019

TO: Tim Scholoneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager

SUBJECT: *Signatory Authorization Resolution*

---

As part of our staffing transition on the Finance team, the attached resolution is necessary to modify authorized signatories with the Village's banking institutions. Authorized signatories include the Village Manager, Assistant Village Manager, Comptroller and Accountant.

If you concur, please forward to the Committee of the Whole for consideration at their next scheduled meeting.

C: Susan Skillman, Comptroller

**VILLAGE OF ALGONQUIN  
RESOLUTION NO. 2019 - R - \_\_\_\_**

**A RESOLUTION AUTHORIZING SIGNATORIES FOR  
THE VILLAGE OF ALGONQUIN BANK ACCOUNTS**

**WHEREAS**, the Village of Algonquin (“*the Village*”) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

**WHEREAS**, from time to time the President and Board of Trustees (“*Village Board*”) designate depositories for funds and other public monies in custody of the Village; and

**WHEREAS**, financial institutions require that the Village Board adopt a resolution to designate those persons who are authorized signatures for the deposit of Village fund, or periodic disbursement of funds deemed payable by the Village; and

**WHEREAS**, as the Village Board now desires to update authorized signatories to include the following individuals:

Tim Schloneger, Village Manager  
Michael Kumbera, Assistant Village Manger  
Susan Skillman, Comptroller  
Amanda Lichtenberger, Accountant

**NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, ILLINOIS**, as follows:

**SECTION 1: AUTHORIZATION OF UPDATES TO SIGNATORIES:** The signatories listed above are hereby approved and the Village Treasurer is hereby authorized to execute all required documents to update records at authorized depositories.

**SECTION 2: EFFECTIVE DATE:** This Resolution shall be in full force and effective upon the date of its passage.

Dated the \_\_\_\_ day of December, 2019

Adopted by roll call votes as follows:

Voting Aye:  
Voting Nay:  
Abstain:  
Absent:

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

ATTEST: \_\_\_\_\_ by: \_\_\_\_\_  
Village Clerk, Gerald S. Kautz Deputy Village Clerk, Michelle Weber



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

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

DATE: December 4, 2019

TO: President Schmitt and Village Board of Trustees

FROM: Tim Schloneger

SUBJECT: Legislative Representation Agreement

---

Tryon Governmental Consulting has assisted the Village with capital development project funding, with more work yet to be done. The Legislative Representation Agreement covers services from January 1, 2020 through last day of the 101st Illinois General Assembly, anticipated to be the second Wednesday of January 2021.

The \$3,000 monthly lobbyist fee provides for government relations and public affairs consulting services to the Village including all activities normally associated with state legislative lobbying, as authorized.

Services include but are not limited to working with State of Illinois Officials to review the Capitol Plan of the Village and its financial impact on Village constituencies; briefing the Governor's office; representation at legislative hearings; advocacy to certain legislators, regulators and their staffs on the Village Capitol Plan; giving timely reports to the Village on the progress of a statewide capitol bill and its impact on the Village.

**Legislative Representation Agreement  
Tryon Governmental Consulting**

This Agreement is entered into this date by and between Tryon Governmental Consulting, Inc. (hereinafter "Lobbyist"), doing business at 4310-GCrystal Lake Road, and Village of Algonquin (hereinafter "Village") with offices at 2200 Harnish Dr. Algonquin, Il 60012

Based upon the mutual promises contained herein, and other good and valuable consideration, the parties identified above, intending to be bound hereby, enter into the following Agreement.

**1. Services**

The Lobbyist shall provide government relations and public affairs consulting services to the Village including all activities normally associated with state legislative lobbying, as specifically authorized by the Village after consultation with the Village Manager, Village President, Public Works Director and other appropriate staff members. Services include but are not limited to working with State of Illinois Officials to review the Capitol Plan of the Village and its financial impact on Village constituencies: briefing the Governor's office; representation at legislative hearings; advocacy to certain legislators, regulators and their staffs on the Village Capitol Plan. Give timely reports to the Village on the progress of a statewide capitol bill and its impact on the Village.

**2. Term of Agreement**

This Agreement shall take effect on January 1, 2020 and shall expire 30 days after the last day of the 101<sup>st</sup> General Assembly anticipated to be the second Wednesday of January 2021.

**3. Lobbyist Fee**

The Lobbyist shall be paid a fee for the above enumerated services. The Lobbyist's fee shall be \$3,000 per month ("Monthly Fee") for each month during the Term of the Agreement. The Monthly Fee shall be billed at the end of each month. The Monthly Fee shall cover all services of the Lobbyist(s) incurred for work on behalf of the Village.

**4. Expenses**

The Lobbyist shall be responsible for all expenses incurred except for mileage and travel expenses when traveling beyond a 25 mile radius of the Village, mileage will be billed at a rate of 50 cents per mile and travel expenses at cost.

**5. Personal Services**

The services to be performed by the Lobbyist(s) will be performed personally by Michael Tryon and/or Pamela Althoff ("Lobbyist Principals") and not by any other individual, unless approved by the Village.

**6. Lobbyist Registration**

The Lobbyist and Lobbyist Principals each will register with the Secretary of State office and other required entities as a lobbyist for the Village. as soon as their activities for The Village constitute "lobbying" under the Illinois Revised Statutes.

**7. Non-Exclusive**

This Agreement is for the non-exclusive use of the Lobbyist's services. Nothing contained herein shall prevent the Lobbyist from contracting to provide lobbying or other services to other clients on a non-exclusive basis, the Lobbyist shall use their best efforts to identify to the Village any potential conflicts of interest that may arise. Should a conflict of interest arise between the Lobbyist and any other potential client, the Village may either terminate this Agreement or request the Lobbyist not to contract with the potential client.

**8. Practice of Law**

The Lobbyist is retained by the Village for the purpose of consultation, advice and lobbying advocacy on legislative and regulatory issues as they arise in the pursuit of capitol appropriations and as authorized by the Village. The Lobbyist is specifically not retained to provide legal advice to the Village and the Lobbyist shall not be required to perform any additional activity for the Village which constitutes the practice of law.

**9. Entire Agreement**

This Agreement contains the entire Agreement between the parties and supersedes any and all other Agreements, negotiations or discussions. This Agreement may be altered only by a written document signed by the parties to this Agreement. Upon a 30 day written notice this Agreement may be cancelled by either party.

IN WITNESS WHEREOF the parties have entered into and consummated this agreement on this date:

Consultant/Lobbyist

Village of Algonquin

\_\_\_\_\_, Date \_\_\_\_\_

\_\_\_\_\_, Date \_\_\_\_\_

Michael W. Tryon, President  
Tryon Governmental Consulting

Tim Schloneger, Village Manager  
Village of Algonquin





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

**– M E M O R A N D U M –**

DATE: October 31, 2019

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Lake in the Hills/Algonquin Emergency Water Interconnect

---

Attached please find an Intergovernmental Agreement (IGA) with the Village of Lake in the Hills to establish two (2) water system interconnections, for providing an additional water source during instances of emergency or planned maintenance. The intent is not to provide a means of bulk water sales to either community, and ensures water conservation restrictions are strictly observed by each community during periods of activation.

The IGA establishes each community's commitment to the design, construction, operation, and maintenance of the physical structures, as well as serving to demonstrate a sense of "good neighbor" and providing for a mutually beneficial solution in times of need. The agreement is substantially the same agreement this Board approved with Carpentersville in 2015 for the two emergency interconnects that we established with that community. Staff members from each community have fully vetted the agreement and confirmed that it is comprehensive and meets the needs of both Villages.

This IGA has received unanimous approval from the Village of Lake in the Hills's Board of Trustees. It is the recommendation of Public Works that the Committee of the Whole consider this IGA and forward the item on to the Village Board for final approval.



600 Harvest Gate  
Lake in the Hills, IL 60156

(847) 960-7400  
Fax: (847) 960-7415  
[www.lith.org](http://www.lith.org)

November 15, 2019

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

Dear Mr. Schloneger:

Enclosed please find one partially executed original of the Intergovernmental Agreement between the Village of Lake in the Hills and the Village of Algonquin for an Emergency Water Interconnection that was approved at the November 14, 2019 Village Board meeting. Please return a fully executed original/copy to the Village.

Sincerely,

*Jennifer Clough/ns*  
Jennifer Clough  
Village Administrator

JC:ns

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF LAKE IN THE HILLS AND  
THE VILLAGE OF ALGONQUIN  
FOR AN EMERGENCY WATER INTERCONNECTION**

**THIS AGREEMENT** is entered into this 14<sup>th</sup> day of November, 2019 (hereinafter referred to as "Effective Date"), by and between the Village of Lake in the Hills, an Illinois home rule municipal corporation, (hereinafter referred to as "Lake in the Hills") and the Village of Algonquin, an Illinois home rule municipal corporation, (hereinafter referred to as "Algonquin"); collectively, the Parties and individually, Party; and

**WITNESSETH:**

**WHEREAS**, the Village of Algonquin owns and operates a municipal water treatment and distribution system located within the counties of Kane and McHenry, and specifically the service area within the corporate boundaries of Algonquin; and

**WHEREAS**, the Village of Lake in the Hills owns and operates a municipal water treatment and distribution system located within the county of McHenry; and

**WHEREAS**, the Parties recognize that natural or man-made emergency occurrences may result in a situation in which one Party's water supply is rendered insufficient; and

**WHEREAS**, each Party desires to utilize the water supply of the other Party as a water supply source available in the event of such emergencies or for planned maintenance events; and

**WHEREAS**, both Parties desire to assist the other by allowing the other Party to utilize a portion of the other Party's water supply in such emergency situations or planned demands for maintenance which will provide additional source water in times of water emergencies and/or planned demands for maintenance; and

**WHEREAS**, it is in the best interests of both Lake in the Hills and Algonquin to enter into this Agreement to set forth their respective rights and responsibilities for the construction and financing of an emergency water interconnection and all associated improvements through which each Party will deliver water to the other, and the delivery and payment of water supplied by one Party to another in the event of an emergency or planned maintenance event;

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Parties do hereby agree as follows:

**Section 1: Incorporation of Recitals**

The foregoing recitals are hereby incorporated herein and made a part of this Agreement.

## **Section 2: Interconnection**

### **2.1: Location of the New Interconnection**

The Parties agree, to cooperate in good faith toward the construction and maintenance of one new water interconnection, through which all water supplied pursuant to this Agreement will flow and be located as follows:

1. Isabel Street (Lake in the Hills) to Armstrong Street (Algonquin) Exhibit A

The Interconnection will be constructed as such to enable the flow of water in two directions, to serve the "stricken" Party as the emergency or demand for planned maintenance dictates.

### **2.2: Design, Construction, and Maintenance of the Interconnection**

- (a) The parties agree that the construction of the Interconnection requires, without limitation, the installation of valve vaults, piping modifications, and flow measurement devices in order to enable the two-way flow of water.
- (b) Lake in the Hills shall contract with HR Green Engineering ("HR Green"), which, on behalf of both Parties, will provide individual designs, project specifications, bidding documents, construction estimates, secure easements, and required permitting for the Interconnection. Lake in the Hills shall supply to Algonquin all designs, specifications, drawings, schedules, plan sets, and engineering for the construction of the Interconnection to gain prior approval of Algonquin prior to advertisement of the project for construction. Construction of the interconnection will be achieved through a bid process, awarding the lowest cost, most responsible contractor as agreed upon by both Parties.
- (c) Lake in the Hills shall bear all costs up front for engineering services, as provided by HR Green, and construction costs for the Interconnection, with 50% of said expenses to be reimbursed to Lake in the Hills from Algonquin within 12 months upon receipt of invoicing for each phase of the project. If either Party receives grant or third party funding, including but not limited to development agreements, impact fees, etc., to pay for the engineering and/or construction costs, then such amount shall be applied evenly as a credit to both Parties, to the extent permitted by law.
- (d) All valves on the Interconnection shall remain closed and only used as set forth in this Agreement.

### **2.3: Supervision of Work**

Lake in the Hills will provide construction oversight services to act as an agent representing both Parties to supervise and control the installation of the Interconnection, including, but not limited to, coordination and review of shop drawing submittals, monitor site activities, approval and processing pay applications to contractors and material suppliers, punch list, and final approval of both Parties. Lake in the Hills shall not approve any change order for HR Green or for the selected construction contractor except upon the prior written approval of Algonquin.

### **2.4 Access To and Acceptance of the Work**

Each Party shall be allowed reasonable access to the construction of the Interconnection at any time throughout the period of construction, including prior to final acceptance of work, to ensure proper

operation for the purposes of delivering a water supply. Lake in the Hills shall waive all local fees for any such permit or license.

## **2.5 Permits and Licenses**

Lake in the Hills shall require HR Green and the selected construction contractor, and all subcontractors thereof, to obtain all permits, licenses, or other authorizations required under federal, state, or local rule, statute, regulation, ordinance, or other authority for work.

## **2.6 Ownership and Maintenance of the Interconnection**

(a) **Interconnection.** All pipes, valves, meters, and appurtenances constructed and installed as part of the Interconnection shall be jointly owned, in equal share, by Lake in the Hills and Algonquin. Lake in the Hills shall be responsible for maintenance of the Interconnection, and of all such pipes, valves, meters, and appurtenances, except as may be mutually agreed by the Parties. Specifically, and without limitation of the foregoing, Lake in the Hills shall be responsible for the performance of all necessary maintenance, repair, and replacement of the Interconnection and the pipes, valves, meters, and appurtenances, for calibration of all such meters, and for all utility and other costs incurred as part of the operation thereof, except as may be mutually agreed by the Parties. Algonquin shall reimburse Lake in the Hills for 50% of the costs of all such maintenance, repair, replacement, calibration, and utility and other costs, within 90 days after receipt of an invoice therefor.

(b) **Meter Calibration.** The meters constructed and installed as part of the Interconnection shall be calibrated at least once every 24 months, by a service provider and on a date or dates to be mutually agreed by the Parties. Lake in the Hills shall provide all calibration reports and service records to Algonquin within two days after receipt.

(c) **Existing Party-Owned Facilities.** Each Party shall remain the owner, and shall be responsible for all required maintenance, repair, and replacement, of all existing pipes, valves, meters, and appurtenances located as of the Effective Date of this Agreement within its respective corporate boundaries, and to which the Interconnection will be connected.

## **2.7 Additional Interconnections**

The terms of this Agreement shall apply only to the Interconnection identified in Section 2.1 of this Agreement. Provisions for water supplies through any new interconnections that may be constructed in the future between the Parties' water systems shall be subject to a separate agreement.

## **Section 3: Sale and Purchase of Emergency Water Supply (Supplies).**

In accordance with Section 2 of this Agreement, each Party shall deliver and sell, and the other Party shall receive and purchase, the water supplies through the Interconnection from time to time during the term of the Agreement. The sale and purchase of water supplies shall only occur as the result of either a scheduled or planned maintenance project or an unexpected event, as an emergency or temporary in nature. The Interconnection is not intended to be for supplemental water supply during normal operations, and are not to be utilized as a means to avoid a restricted water conservation status, as defined in either parties' water conservation program.

### **3.1 Notice of Intent to Receive and Purchase Water through the Interconnection**

In the event of an emergency or planned maintenance event, the "stricken" Party shall notify the other Party in need of activation, to include, but not limited to, defining the expected duration of the emergency or scheduled event, and anticipated volumes of water required. There shall be a minimum of two hour allowance, but no more than three hours, for each Party to dispatch personnel and to ensure necessary operational changes are in place prior to the flow of water through the interconnects. Notices pursuant to this paragraph may be verbal in nature, and shall be confirmed in writing within two business days, which may be transmitted by email.

Field crews, representative of each Party will utilize a mutually agreed-upon operational procedure, cooperatively employing a checklist, which will record valve position, system pressures, and a beginning meter reading. Copies of said documentation shall be provided to each Party as a matter of record within two business days after the activation, which may be transmitted by email. Operational procedures shall be produced cooperatively by the Village of Lake in the Hills and the Village of Algonquin, and mutually agreed upon at the completion of the Interconnection design by HR Green, in cooperation with Engineering Enterprises, Inc., Algonquin's consultant. A similar procedure and checklist shall be developed, and means or documentation shall be employed, at the conclusion of event activation or when the need for supply is no longer required.

### **3.2 Water Supply**

Availability of supply by a "host" Party is dependent upon that Party's ability to reasonably supply water at and during the time of request made by the "stricken" Party.

### **3.3 Meter Readings and Tests**

Lake in the Hills and Algonquin shall each have the right to access the meter at the Interconnection at any time and to conduct a test of meter accuracy. All costs associated with each Party's exercise of this right shall be the responsibility of such Party. The Parties agree to share equally any and all costs for repairing, recalibrating, or replacing the meter if it registers inaccurately beyond the American Water Works Association Standards for tolerance, or if repairs or recalibration is impractical or infeasible.

### **3.4 Charges and Billing Procedures**

For billing purposes, the Interconnection meters shall be read by the "host" Party. Each Party shall bill the other in arrears for volumes delivered to the other for the duration of the planned or emergency event. The rate for service supplied shall be billed upon volume, measured in a dollar amount equal to 50% of the average of the Parties' then-current user charges for water only. This amount will be charged at a rate per 1,000 gallons of water. No "customer", "service", "fixed", "franchise" or other charges of any type shall be applicable for billing purposes by either Party. Upon receipt of a bill for water supplies, the receiving Party shall make payment in full to the "host" Party within 12 months after the date of the bill.

### **3.5 Water Quality, Quantity, and Pressure**

(a) Each Party shall use its best efforts to ensure that the water supplies furnished hereunder shall be potable and in compliance with all applicable federal and state of Illinois laws and regulations in effect at the time the water supplies are delivered to the other Party. Neither Party shall be responsible for the quality of water beyond the point of delivery to the other Party's system.

(b) System pressures available are subject to existing hydraulic conditions at the time of use and are subject to change without notification to or by either Party.

(c) Both Parties agree that they will not allow any illegal, unauthorized or non-permitted use of the Interconnection without prior authorization of the other Party. This includes the use of the Interconnection to supplement or supply water to a third-party water purveyor.

(d) Both Parties stipulate that emergency water supply may be curtailed or terminated in the event of a simultaneous emergency water need that would jeopardize water service to existing customers of either Party. In the event of such curtailment or cessation of emergency water service, the other Party will use all reasonable effort to reestablish emergency water service as soon as practical so as to minimize the length of time that the "stricken" Party is without water service.

#### **Section 4: Waiver; Release; Indemnity**

Each Party agrees to mutually indemnify and hold harmless the other Party, its officers, agents and employees, for any and all third party claims, demands, damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever, resulting from bodily injury and physical injury to tangible property, caused by the negligent or willful act or omission by such indemnifying party's officers, agents, and employees in connection with, arising out of, or related to this Agreement. Each Party further agrees to mutually indemnify and hold harmless the other Party, its officers, agents and employees, against claims or liabilities arising out of any injury to person or property, or caused by the Party's acts infringing or allegedly infringing on the proprietary rights of a third party. Nothing in this Agreement prevents either Party from asserting any tort immunities or other legal defenses against lawsuits instituted by any nonparty against one or both Parties to this Agreement.

#### **Section 5: Relation of the Parties**

In the performance of this Agreement, both Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party.

Nothing in this Agreement is intended, or shall be construed or applied, to create the relationship of principal and agent, partners, or joint venturers between Lake in the Hills and Algonquin.

#### **Section 6: Insurance**

Each Party shall maintain liability insurance coverage with minimum limits of \$1 million to cover their respective obligations undertaken pursuant to this Agreement. Each Party shall provide a certificate of insurance stating the aforementioned coverage upon request.

#### **Section 7: Term**

The term of this Agreement shall be effective for a period of 20 years, commencing upon the Effective Date of this Agreement. This Agreement shall renew automatically for a period of five years thereafter, unless either community provides written notice of termination. Either Party shall have the right to terminate this Agreement, at any time, with six months written notice to the other Party of its intent to terminate.

**.Section 8: No Assignment**

Neither Party shall assign this Agreement without the prior written consent of the other Party.

**Section 9: Amendments; Waivers**

This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly and validly authorized, executed, and delivered by the Parties.

**Section 10: Governing Law & Venue**

The Parties agree that because this Agreement is to be performed in Illinois, the State of Illinois shall govern their relation in the interpretation of this Agreement, the State in which the Agreement has deemed to have been executed and delivered. The Parties agree that any dispute arising out of this Agreement shall be heard exclusively in the 22<sup>nd</sup> Judicial Circuit Court located in McHenry County, Illinois.

**Section 11: Severability**

The purposes of this Agreement are severable if any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, and such decision shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the delivery of written notice of the other Party.

**Section 12: Notices**

All notices permitted regarding this Agreement shall be transmitted only by personal delivery or by First Class, Certified, or Registered United States mail to the following persons at the addresses stated:

To Lake in the Hills:                    Jen Clough, Village Administrator  
   Village of Lake in the Hills  
   600 Harvest Gate  
   Lake in the Hills, Illinois 60156

To Algonquin:                                Tim Schloneger, Village Manager  
   Village of Algonquin  
   2200 Harnish Drive  
   Algonquin, Illinois 60102

**Section 13: Authorized Representatives**

The officers of Lake in the Hills executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of Lake in the Hills. The officers of Algonquin hereby warrant that they have been lawfully authorized to execute this Agreement on behalf of Algonquin.



**Section 14: Entire Agreement**

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

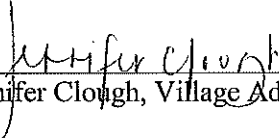
**Section 15: Execution**

This Agreement may be executed in counterparts or duplicate originals or with separate signature pages, each of which shall constitute and be deemed on the same document.

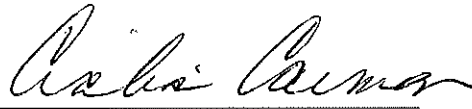
**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

VILLAGE OF LAKE IN THE HILLS

VILLAGE OF ALGONQUIN

  
\_\_\_\_\_  
Jennifer Clough, Village Administrator

\_\_\_\_\_  
Tim Schloneger, Village Manager

  
\_\_\_\_\_  
Cecilia Carman, Village Clerk

\_\_\_\_\_  
Terry Wilde, Village Clerk







**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*  
– M E M O R A N D U M –

DATE: December 2, 2019

TO: Bob Mitchard, Public Works Director

FROM: Steve Ludwig, General Services Superintendent

CC: Bud Schuetz, Parks and Forestry Supervisor

SUBJECT: Gaslight Park Tennis Court Decision

---

As you are aware, we have monies budgeted this fiscal year to process the engineering for a full rebuilding of the tennis courts at Gaslight Park. The engineering will cost approximately \$6,000, resulting in a plan set that will cost upwards of \$250,000 to complete. The current planning model, if funding allows, includes this project for construction in the next fiscal year.

We have also recently supported funding a comprehensive plan for the parks and recreation aspects of our community. As part of this plan, our contractor will be assessing our facilities and gaining voices on what currently fulfills the needs of our customers. If regional decision-making is any indicator, tennis courts may potentially be an expensive attribute where the expense for local individual court sets (as opposed to regional grouping such as those found at the high schools) far outweighs the value to many of our customers. It is my hope that the plan fleshes out, clearly, the current community needs and subsequent financial efficiencies.

As such, I am in need of some assistance in the decision making process as it relates to this current park system feature. Our options, as I see them, are as follows:

1. Move forward in the planning and full reconstruction of the courts at Gaslight Park.
2. Wait for the results of the comprehensive plan (likely a year or more away) to determine best current use of the park sites and the accumulated park system funding.

If we choose the second option, we must choose the short-term future of this failing court facility:

1. Prepare the site to the best of our ability and leave the facility open for use (staff advises against this option due to liability concerns; loose surfacing, cracking, and surface deviations).
2. Close the courts and lock the gate until a determination about the future of the site is determined (via the comprehensive plan).
3. Remove the courts (full removal will be required whether these courts remain in the long-term or not) and restore the area to turf grass until a determination about the future of the site is determined (via the comprehensive plan).

It is my belief that the comprehensive plan is an opportunity to insure we are expending the community funds in the most beneficial ways. Unfortunately, we have an expensive facility that needs attention directly. I look forward to your response/directive. Please let me know if you have any questions.







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

**– M E M O R A N D U M –**

DATE: *December 4, 2019*

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Agreement for WWTP Phase 3 Engineering Services/Phase 2 Design  
Amendments

---

Tim, attached you will find an Engineering Services Agreement with Trotter Associates for Phase 3 Construction Oversight Services and an amendment to a prior Phase 2 Design Services Contract to cover design changes that staff requested during project development.

Construction Oversight Services and Design Services (Phase 1 and Phase 2) are not reimbursable through the IEPA low-interest loan program, so we will have to pay for these services through the Water and Sewer Fund balance. There are no monies for engineering and construction at the WWTP listed in the current Water and Sewer Improvement Fund due to the cash flow issues of ongoing payments and loan reimbursements from the State when pay requests are submitted by the contractor. The loan will need to be paid down in installments, once construction on the project is completed. The engineering fees will need to be paid out, based on hours spent on construction engineering service by the engineers, over the next 24 to 28 months of construction activity.

In addition, I have attached the previously approved contract for Phase 2 Engineering with Trotter Associates for design services, and a letter from their office requesting additional monies for supplemental design services related to several changes in project scope during project development that increased the overall value of the construction estimate.

It is, therefore, our recommendation that the Committee of the Whole consider an agreement with Trotter Associates and take the necessary action to move the decision on to the full Board of Trustees to approve a contract for \$1,433,394.00 to provide additional design services and construction oversight and management services to complete the WWTP Phase 6B maintenance upgrades.



From: Susan Skillman  
Sent: Wednesday, November 27, 2019 8:36 AM  
To: Jason Schutt; Robert Mitchard  
Subject: FW: IEPA Loan Projects

Below was the update from Jillian on what was covered in the IEPA loan.



**Susan Skillman | Comptroller**

Village of Algonquin | 2200 Hamilton Drive | Algonquin IL 60106

Direct: 847.658.5628 | Fax: 847.658.4564 | Email: [susan.skillman@algonquin.org](mailto:susan.skillman@algonquin.org)



---

From: Jillian Kiss <j.kiss@trotter-inc.com>  
Sent: Friday, November 22, 2019 2:04 PM  
To: Susan Skillman <sskillman@algonquin.org>  
Subject: RE: IEPA Loan Projects

Hi Susan,

Sorry for the delay. Updates are highlighted in **yellow**:

WWTP Improvements Phase 6B

Phase 1 Engineering - **No**

Phase 2 Engineering - **No**

Construction Management - **No**

Construction - **Yes**

\*with the \$3.3M grant from the Illinois Capital Bill, engineering can be eligible for reimbursement through the loan, otherwise total project cost exceeds the amount is authorized to borrow Ord. Number 2018-O-24. **11/22 update: This grant is not confirmed yet with DCEO and it is unknown at this time when the Village will see these funds and so it has been decided to not include engineering in the WWTF loan**

Downtown Streetscape Utilities Stage 2

Phase 1 Engineering - **No**

Phase 2 Engineering - **No**

Construction Management - **No**

Construction - **Yes**

Downtown Streetscape Utilities Stage 3 – Sanitary Work

Phase 2 Engineering - **No**

Construction Management - **No**

Construction - **Yes (partial)**

Downtown Streetscape Utilities Stage 3 – Watermain

Phase 2 Engineering - **No**

Construction Management - **No**

---

Construction - **NO, only construction costs associated with sanitary work will be covered by the loan. The loan is for sanitary work ONLY.**

\*The current EOPCC exceeds the amount authorized to borrow per Ord. Number 2018-O-24, therefore only part of the construction cost will be covered through the IEPA loan.





November 15, 2019

Mr. Robert Mitchard  
Director of Public Works  
Village of Algonquin  
110 Meyer Drive  
Algonquin, Illinois 60102

Re: Village of Algonquin WWTF Phase 6B Improvements  
Phase 3 Engineering Services Proposal

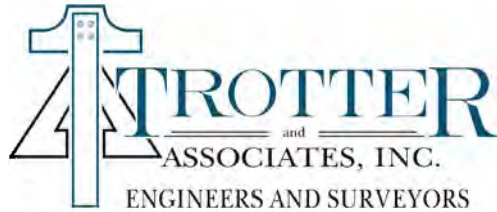
Dear Mr. Mitchard:

We sincerely appreciate this opportunity to continue offering our services to the Village of Algonquin. Enclosed for your review is the requested proposal for Phase 3 Engineering Services of the WWTF Improvements - Phase 6B. Please contact us if there are any questions or changes to the listed scope of services. If you would like to proceed with the contract, please sign and return one copy of the agreement.

Sincerely,

TROTTER & ASSOCIATES, INC.

Robert Scott Trotter, P.E., BCEE  
President



November 15, 2019

Mr. Robert Mitchard  
Director of Public Works  
Village of Algonquin  
110 Meyer Drive  
Algonquin, Illinois 60102

**Re:** Village of Algonquin WWTF Improvements - Phase 6B  
Phase 3 Engineering Services Agreement

Dear Mr. Mitchard,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Algonquin, IL ("OWNER") for the WWTF Improvements - Phase 6B Project (hereinafter referred to as the "PROJECT").

### **Project Background**

The Village of Algonquin Wastewater Treatment Facility, collection system and lift stations were evaluated during the development of the 2014 Wastewater Facility Plan Update. The Facility Plan recommended several improvements categorized as critical needs, rehabilitation and replacement, and as needed. The Village retained Trotter and Associates in November 2017 for Phase 1 Design Engineering Services. Phase 1 Engineering was completed in April 2018. A contract for Phase 2 Engineering was executed in September 2018. Phase 2 Engineering will be complete upon awarding the project to the lowest, responsible bidder. The project was advertised September 16<sup>th</sup>, 2019 and bids were opened on November 13<sup>th</sup>, 2019.

### **Project Understanding**

The project includes the following construction scope

#### **A. Demolition**

1. Primary Clarifiers – chain and flight clarifier mechanisms, scum pipe.
2. Biological Process – submersible propeller mixers and guide rails.
3. Aerobic Digesters – aeration system, center concrete walkways.
4. Anaerobic Digesters – membrane covers, pipe, boilers, gas control equipment, pumps, waste gas burners, etc.
5. Building architectural finishes – roof, sky lights, light fixtures.
6. Electrical - motor control center sections.

#### **B. Site Work:**

1. Site grading and earthwork.
2. Paving, sidewalk and restoration.
3. Site piping (non-potable water distribution, primary effluent, primary scum, waste activated sludge, digester gas, building drains).
4. Site electrical and gas.

C. Primary Clarifier Improvements

1. Primary Clarifier Rehabilitation
  - a. Pressure wash and clean tanks.
  - b. Remove and replace chain and flight collector equipment and drive unit, including sprockets, shafts, bearings.
    - i. Install electrical support system.
  - c. Replace helicoid drive unit.
  - d. Remove and replace effluent weirs.
  - e. Replace manual scum skimmer pipes.
  - f. Abandon existing scum pipe and re-route around existing structures to scum chamber. Route scum chamber drain to existing sanitary sewer manhole.
  - g. Remove and replace slide gates.

D. Primary Effluent Diversion Structure

1. Install cast-in-place concrete structure with weir walls.
2. Install weir plates and slide gates.
3. Install motorized operator.
4. Install pre-fabricated FRP cover over structure.
5. Abandon existing primary effluent piping and install new, larger pipe to connect from the primary clarifier outlet boxes to the new primary clarifier effluent diversion structure.
6. Install electrical control system including buried concrete duct bank.

E. Biological Process Improvements:

1. Replace existing in-tank probes.
2. Install phosphorus monitoring system.
3. Replace submersible propeller mixers, guide rails and control panels.
  - a. Install electrical support system.
  - b. Relocate existing davit crane pedestals.
4. Replace membrane diffusers on existing fine bubble aeration system and minor aeration header repairs.
5. Install carbon feed line from chemical building to influent wet well.
6. Chemical Building Modifications.
  - a. Replace corroded metal hardware.
7. Update controls system.

F. WAS Pumping and Storage Improvements

1. Replace submersible RAS/WAS pumps and guide rails.
2. Convert aeration basin to WAS storage.
3. Install new pipe from WAS storage to existing sludge pipe.

G. Final Clarifier Improvements

1. Replace sludge collector.
2. Replace weirs and baffles.
3. Replace surface skimmer assemblies.
4. Replace scum baffles.
5. Rebuild clarifier drive.
6. Blast, prepare, and paint all galvanized steel components.
7. Replace motorized operators on existing telescoping valves with new motorized operators with battery back-up control panels.
8. Replace brass body valves on free-proof hydrants.

H. Ultraviolet System Replacement and Effluent Metering Upgrades

1. Ultraviolet System Upgrades
  - a. Remove and replace existing UV modules with upgraded UV equipment.
  - b. Remove and replace slide gates with motorized operators.
  - c. Upgrade controls and electrical support system.
  - d. Coat effluent channel, UV channel and influent channel with epoxy coating.
2. Effluent Metering Upgrades
  - a. Remove Parshall flume and reconstruct effluent channel.
  - b. Install metering vault and electromagnetic flow meter on final effluent pipe.

I. Sludge Thickening Upgrades

1. Replace Gravity Belt Thickener with new Rotary Drum Thickeners and appurtenances.
2. Install RDT feed pumps, TWAS pumps, sludge piping, valves and appurtenances.
3. Install new metal fabricated access platform.
4. Install new polymer feed systems, piping and mixing water connections.
5. Install wash water booster pumps and wash water piping.
6. Install new eye wash station and emergency shower.
7. Provide electrical and controls systems.
8. Install HVAC system.

J. Aerobic Digestion Complex Expansion

1. Removal and disposal of digester contents.
2. Convert existing aeration basins to aerobic digestion.
  - a. Remove existing fine bubble diffusers, install new coarse bubble diffusers and air piping.
  - b. Remove existing slide gates and construct concrete bulkheads.
  - c. Install slide gates to transfer flow between basins.
  - d. Install air lift pump to recycle sludge to first stage of digestion.
  - e. Install new tank cover.
  - f. Fill existing influent troughs with flowable fill and pour new sidewalk.
3. Install positive displacement rotary lobe air blowers and air header.
4. Provide electrical and controls systems.
5. Install HVAC system.

- K. Anaerobic Digestion Complex Rehabilitation:
1. Removal and disposal of digester contents.
  2. Cleaning, inspection and repair of the concrete tanks.
  3. Structural Modifications:
    - a. Eliminate direct access from Administration/Laboratory to Anaerobic Digestion Control Room for code compliance.
    - b. Remove bathroom and stairs to roof access and remove interior roof access.
  4. Architectural Modifications:
    - a. Construct new entrance to Anaerobic Digestion Control Room.
  5. Mechanical Modifications:
    - a. Install new HVAC systems.
  6. Process Modifications:
    - a. Remove existing membrane gas holder covers and install new floating, fixed and combination floating/gas holder digester covers.
    - b. Install new sludge mixing system.
    - c. Replace mixing pumps.
    - d. Reconfigure sludge transfer piping.
    - e. Replace one of two boiler and heat exchangers.
    - f. Replace the sludge recirculation pumps and piping system.
    - g. Replace gas collection system, safety and control equipment.
    - h. Replace waste gas burner.
  7. Electrical Modifications:
    - a. Replace lighting systems.
  8. Instrumentation & Controls Modifications:
    - a. Install thermal mass flow meters – gas.
    - b. Install pressure manometers and pressure sensors – gas.
    - c. Install methane detection equipment and go/no-go displays.
    - d. Replace level monitoring.
    - e. Replace PLC and controls system.
- L. Roof Replacement
1. Replace single membrane rubber ballasted roof on main building (garage, lab, digester operations, sludge thickening & dewatering, raw sewage pump station) with PVC roofing membrane.
    - a. Repair roof drains and scuppers.
    - b. Remove and abandon or replace skylights.
    - c. Replace existing roof access hatch with skylight.
  2. Construct new exterior roof access stair tower.
  3. Install walkways and guardrail for code compliance.
  4. Provide stair access between roof levels.
- M. Non-Potable and Protected Water Systems
1. Install new non-potable water pump station at UV Disinfection Channel (pumps, site piping, interior piping, expansion tanks).
  2. Install new protected water system (pumps, piping, break tank, expansion tank).
- N. Electrical Upgrades
1. Remove existing MCC1, 1A and 1B.
  2. Install new MCC 700 and 701 and re-feed all active equipment.

## Project Schedule

The Village and TAI have completed the Phase 2 bidding phase in November 2019. Construction is scheduled to commence in March 2020 and be completed in January 2022.

Publish Ads for Bids	Monday, September 16, 2019
Mandatory Pre-Bid Meeting	Thursday, October 10, 2019 @ 10am
Last day for Bidders to publish ads for DBEs	Sunday, October 20, 2019
Bid Opening	Wednesday, November 13, 2019 @ 11am
Engineer's Recommendation to Award to Village for packet	Friday, November 15, 2019
Presentation to Village COW	Tuesday, November 19, 2019
Presentation to Village Board and Sign Notice of Intent to Award	Tuesday, November 19, 2019
Submit Bid Packages to IEPA for review (by TAI)	Friday, November 29, 2019
Receive IEPA Loan Agreement & Issue Notice of Award to Contractor	Est. between January 15 – February 15
Substantial Completion	November 2021
Final Completion	January 2022

## Scope of Services

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

### A. Construction Phase

General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

- a. Incorporate all addenda, clarifications, and other items addressed during Bidding into Drawings and Specifications, and issue Contract Documents "For Construction".
- b. Construction Engineering Administration Services, including consulting with the Village and acting as the Village's representative during execution of construction, providing weekly reports to Village staff on status of construction. Construction engineering administration services are anticipated to be part-time (20 hours per week) for 23 months. This agreement includes 1,725 man-hours dedicated to construction engineering administration services. If additional services are required and authorized by the Village Administration, Trotter and Associates shall be compensated for the additional services.
- c. Meetings
  - i. Pre-Construction Conference: Organize a Pre-Construction Conference prior to commencement of Work at the Site, including review of bonds and insurance, distribution of Contract Documents, communications procedures between Owner, Contractor and Engineer, coordination with Building Department and other Village Departments, protection of existing structures, coordination of temporary facilities, weekly construction meetings, staking and layout, review of project schedule, procedures for IEPA funding pay applications, submittals, RFIs, CMRs, Change Orders, shut-down procedures, emergency access, operational access, permitting, special inspections, SWPPP, working hours, salvaged equipment procedures, O&M manuals, training, and record drawings. Develop

- and distribute minutes to document discussions, decisions, and delineation of responsibilities.
- ii. Electronic Project Management & Contract Administration Software Training: Facilitate a one-day training session with Owner, Engineers, Contractors and Subcontractors for the Submittal Exchange® software, including establishing lines of communication, standard operating procedures for correspondence, meeting minutes, pay applications, submittals, RFIs, CMRs, Change Orders, O&M Manuals and Record Drawings.
  - iii. Weekly Construction Meetings: Facilitate weekly meetings onsite to coordinate upcoming construction activities, updated construction schedule, shut-downs, pay requests, submittals, RFIs, CMRs, Change Orders, start-up and training. Develop and distribute minutes to document discussions, decisions, and delineation of responsibilities.
- d. Baselines and Benchmarks. As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed, limited to three (3) permanent benchmarks and three (3) additional temporary control points.
- e. Visits to Site and Observation of Construction. In connection with observations of Contractor's work in progress while it is in progress:
- i. Resident Project Representative (RPR). Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit B. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement. RPR services are anticipated to be full-time (40 hours per week) for 23 months. This agreement includes 3,950 man-hours dedicated to RPR services. If additional field services are required and authorized by the Village Administration, Trotter and Associates shall be compensated for the additional services.
  - ii. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.
  - iii. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques,



sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- f. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.
- g. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- h. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- i. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
- j. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
- k. Defective Work. Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- l. Disagreements between OWNER and Contractor. Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- m. Applications for Payment. Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - i. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of

ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in Article 9 of the EJCDC Standard General Conditions of the Construction Contract (1996 Edition) and other express or general limitations in this Agreement and elsewhere.

- ii. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.
- iii. IEPA Loan Assistance. Prepare and submit Disbursement Requests to coincide with Contractor Payment Approvals.
- n. Start-Up and Training: Attend start-up and training sessions provided by manufacturer's representatives and organized by Contractor.

Duration of Construction Phase. The duration of the construction phase as specified within the bidding documents is 600 days from the Notice to Proceed. The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors.

If the Project extends beyond 600 days, the Construction Phase services of the contract will be increased proportionate to the value of this Task Order. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.

Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

B. Contractor's Completion Documents.

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as contained in Article 9 of the EJCDC Standard General Conditions of the Construction Contract (1996 Edition), and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
- c. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.
- d. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.
- e. Preparation of operation and maintenance manuals.
- f. Prepare and furnish to the Village Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor

C. Reimbursable Expenses

- a. Include all reimbursable costs necessary to support all phases of service required to completely fulfill this scope of work.

D. Warranty Period

- a. Include costs to provide engineering support during one-year warranty period.

In order to address minor changes in project scope, the overall fee schedule for construction engineering services includes a separate dedicated amount that may be authorized by the OWNER for minor changes. Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.

---

**Compensation**

A fixed fee amount of \$1,433,394.00 based on the following assumed distribution of compensation:

Phase 3	Construction Phase	\$1,225,500.00
	Contractor’s Completion Documents	\$51,000.00
	Warranty Period	\$10,000.00
	Reimbursable Expenses	\$20,000.00
	Pre-authorized Amount for Addendum	\$30,000.00
	Phase 2 Design Addendum	\$96,894.00
<b>TOTAL</b>		<b>\$1,433,394.00</b>

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER’s services included in the breakdown by phases incorporates all labor, overhead, profit, and ENGINEER’s Consultant’s charges.

The amounts billed for ENGINEER’s services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER’s Consultant’s charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1<sup>st</sup> to reflect equitable changes in the compensation payable to ENGINEER.

*Phase 2 Design Addendum.* Design fees associated with additional Phase 2 Design Engineering scope items and approved by Public Works Director.

*Subconsultants.* ENGINEER has incorporated sub-consulting services for Architectural, Structural, Mechanical, and Electrical engineering services into the proposal as a pass-through without mark-up.

*Reimbursable Expenses.* OWNER should budget \$20,000 for Reimbursable Expenses, including printing, plotting and shipping required for the completion of the work. Actual expenses will be compensated for based on actual cost as a pass-through without mark-up.

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

*Optional Services, Not Included.* We recommend that the Village budget for a Process Optimization Phase to provide operational assistance post-construction.

## Miscellaneous

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

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

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

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

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

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

*THIS PAGE IS INTENTIONALLY LEFT BLANK*

**Contents of Agreement**

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

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

Village of Algonquin, IL:

\_\_\_\_\_

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

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

Effective Date: \_\_\_\_\_

Address for giving notices:  
2200 Harnish Drive  
Algonquin, Illinois 60102

Designated Representative

Title:

Phone Number:

E-Mail Address:

Trotter and Associates, Inc.:

\_\_\_\_\_

By: R. Scott Trotter, PE, BCEE

Title: President

Date Signed: November 15, 2019

Address for giving notices:  
40W201 Wasco Road, Suite D  
St. Charles, Illinois 60175

Designated Representative: Jillian Kiss, PE

Title: Engineer

Phone Number: 847-507-1469

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

**ATTACHMENTS:**

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM





July 15, 2019

Mr. Bob Mitchard  
 Village of Algonquin  
 110 Meyer Drive  
 Algonquin, IL 60102

Re: WWTF Improvements – Phase 6B – Phase 2 Engineering Fee

Mr. Mitchard,

The original amount requested to be financed through the Water Pollution Control Loan Program for construction of the WWTF Improvements – Phase 6B was \$14,357,700. The EOPCC at the completion of Phase 2 Engineering is \$16,520,400 due to changes in the project scope requested by the Village. The original loan request EOPCC and the Phase 2 EOPCC is attached for your reference.

As discussed in our last design meeting, TAI has been proceeding with design of the additional scope items as directed by the Village. As we outlined during the meeting these line items have had an impact on the project cost as well as the level of effort required by TAI staff. For your reference, a summary of the cost estimate previously discussed is provided below.

PHASE2 Village of Algonquin - Wastewater Treatment Facility Phase 6B Improvements - dated 3/6/2019		Original IIEPA Request	Project scope prior to Phase 2 design	Added and New to Scope	Current Final Cost
<b>SUMMARY</b>					
GENERAL CONDITIONS	\$ 2,229,500	\$ 1,875,000	\$ 2,229,500	\$ -	\$ 2,229,500
SITE PIPING	\$ 158,250	\$ -	\$ 69,500	\$ 88,750	\$ 158,250
ARCHITECTURAL IMPROVEMENTS	\$ 58,851	\$ -	\$ -	\$ 58,851	\$ 58,851
SITE IMPROVEMENTS	\$ 340,973	\$ -	\$ 340,973	\$ -	\$ 340,973
RAW SEWAGE PUMP STATION	\$ 228,104	\$ 42,850	\$ 53,650	\$ 174,454	\$ 228,104
PACKAGE A - BIOLOGICAL PROCESS IMPROVEMENTS	\$ 981,240	\$ 789,400	\$ 751,240	\$ 230,000	\$ 981,240
PACKAGE B - DIGESTER REHABILITATION	\$ 8,422,049	\$ 7,336,300	\$ 8,129,349	\$ 292,700	\$ 8,422,049
PACKAGE C - ROOF REPLACEMENT	\$ 588,015	\$ 1,300,000	\$ 588,015	\$ -	\$ 588,015
PACKAGE D - UV DISINFECTION UPGRADES	\$ 845,410	\$ 627,650	\$ 845,410	\$ -	\$ 845,410
PACKAGE E - ELECTRICAL IMPROVEMENTS	\$ 363,500	\$ -	\$ 361,400	\$ 2,100	\$ 363,500
SCADA IMPROVEMENTS	\$ 245,000	\$ -	\$ -	\$ 245,000	\$ 245,000
PACKAGE F - PRIMARY CLARIFIER REHABILITATION	\$ 827,780	\$ 453,700	\$ 809,780	\$ 18,000	\$ 827,780
FINAL CLARIFIER IMPROVEMENTS	\$ 444,930	\$ 60,000	\$ 70,330	\$ 374,600	\$ 444,930
<b>CONSTRUCTION SUB-TOTAL</b>	<b>\$ 15,733,700</b>	<b>\$ 12,484,900</b>	<b>\$ 14,249,200</b>	<b>\$ 1,484,500</b>	<b>\$ 15,733,700</b>
CONTINGENCY @ 5%	\$ 786,700	\$ 1,872,800	\$ 712,500	\$ 74,300	\$ 786,800
<b>CONSTRUCTION TOTAL</b>	<b>\$ 16,520,400</b>	<b>\$ 14,357,700</b>	<b>\$ 14,961,700</b>	<b>\$ 1,558,800</b>	<b>\$ 16,520,500</b>

TAI is unable to associate the precise manhours spent specifically on the additional scope items. The total Phase 1 and Phase 2 Engineering contracts total \$930,400, excluding bidding. The percentage of the design engineering cost of the Phase 1 EOPCC, \$14,961,700, is 6.22%. Applying this percentage to the construction cost associated with the additional project scope, \$1,558,800, the additional engineering associated with the expanded project scope is \$96,894.

The total manhours spent on Phase 2 Engineering equate to \$689,302, or \$207,902 beyond the fee associated with design engineering (not bidding). TAI would like to request an addendum to the Phase 2 design engineering contract of an additional \$96,894 to cover design fees associated with additional scope items. TAI will absorb the balance of the fee overage, or \$111,008. The new total Phase 2 contract amount will be \$618,294.

I appreciate the Village's consideration to increase the Phase 2 Engineering fee to cover the additional scope items designed by TAI. Please advise how you would like to proceed.

Sincerely,  
Trotter and Associates, Inc.

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

Scott Trotter, PE, BCEE  
President

Attachments:

1. Contract Addendum No. 1
2. Original Loan Request EOPCC
3. Phase 2 Engineering EOPCC



**EXHIBIT D  
CONTRACT ADDENDUM**

Project Name: Village of Algonquin WWTF Phase 6B Improvements – Phase 2 Engineering Services

Project No. ALG-030

Addendum No.1

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

The contract modifications are described below:

1. Design of additional scope items as directed by the Village.

CONTRACT SUMMARY

Original Contract Amount	\$521,400.00
Changes Prior to This Change	\$0.00
Amount of This Change	\$96,894.00
Revised Contract Amount:	\$618,294.00

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

CLIENT:

VILLAGE OF ALGONQUIN

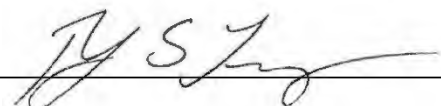
SIGNED:

\_\_\_\_\_

TITLE

ENGINEER:

TROTTER AND ASSOCIATES, INC.

  
\_\_\_\_\_

PRESIDENT

TITLE



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

**– M E M O R A N D U M –**

DATE: Thursday, August 09, 2018  
TO: Mr. Robert Mitchard, II  
FROM: Mr. Shawn M. Hurtig  
SUBJECT: *Letter of Recommendation – Civil Engineering Ph. 2 Design Services*

---

Bob,

I have reviewed the proposal for the Phase 2 Design Engineering Services as indicated in the Request for Proposal for the Wastewater Treatment Facility (WWTF) Phase 6B Improvements (VoA17-09-20A) project in the Village of Algonquin.

This project consists of

- Package A = Biological Process Improvements
  - Final Plan Design (Pre Final & Final plan set)
  - Specifications Manual (Pre Final & Final)
- Package B = Digestion Rehabilitation
  - Final Plan Design (90%, Pre Final & Final plan set)
  - Specifications Manual (Pre Final & Final)
- Package C = Roof Replacement
  - Final Plan Design (Pre Final & Final plan set)
  - Specifications Manual (Pre Final & Final)
- Package D = UV Disinfection Upgrade
  - Final Plan Design (Pre Final & Final plan set)
  - Specifications Manual (Pre Final & Final)
- Package E = Electrical & Automation
  - Final Plan Design (90%, Pre Final & Final plan set)
  - Specifications Manual (Pre Final & Final)
- Package F = Low Interest Loan Program
  - Revise as necessary
  - Submit Application
  - Finalize Loan Agreement

As you know Trotter & Associates, Inc. has been the Villages go to design firm for the past several plant improvement projects. As such the request for proposal was sent exclusively to them. I have reviewed there proposal with an emphasis on the firm’s understanding of the key objectives. With that I have the following comments and recommendation.

The RFP was delivered to each company & contact listed below:

<u>Firm Name</u>	<u>First Name</u>	<u>Last Name</u>	<u>Street Address</u>	<u>Sub Address</u>	<u>City</u>	<u>State</u>
Trotter & Associates	Lou	Arrigoni	40W201 Wasco Rd.	Suite D	St. Charles	IL

The following firm has responded:

<u>Firm Name</u>	<u>Price</u>	<u>Attach C</u>	<u>Attach D</u>
Trotter & Associates	521,400.00	Yes	Yes

**Proposal Review:**

Following is the criteria I used above those mentioned in the RFP for my recommendation.

- 1) Reviewed each proposal for conformance to the RFP requirements:  
The proposal has met all the requirements and adhered to our standard.
  
- 2) Reviewed the cost of each proposal to meet the scope of services outlined in RFP:  
The scope of services was clearly outlined and broken out as requested by the Village. It includes all of the packages currently being considered, plus the continuation of the administration of the IEPA State Revolving Fund Loan.
  
- 3) Reviewed the technical aspects of the proposals, including any sub-consultants:  
TAI has intimate knowledge of the Village WWTF and thus their technical expertise on this project is unmatched. While TAI has not expressly noted any sub-consultants for this project, history has shown that they typically utilize sub-consultants for the architectural & electrical features of the design process. The Village, as part of this proposal, did not require any minimum requirements of sub-consultants.

4) Other items:

Trotter & Associates, Inc. uses a standard ASCE contract template for their projects. However, they have always agreed to the terms of our standard contract template and signed our agreements accordingly.

**Budget Analysis**

This project is budgeted (although mis-labeled as Ph. 1) in the Water/Sewer Capital Improvement and Construction Oversight Fund (12900400-42232) in the amount of \$370,000.00. In order to make up the shortfall in this line item, the Public Works Department reviewed other line items within this fund code. The Huntington to Countryside East WM Ph. 2 package will not be accomplished in this fiscal year due to a focus on the PRV Replacement program and need to concentrate on the West portion of this project. As such the full 120K Ph. 2 Engineering budget in this line item will be transferred to the 6B Improvement line item. In addition, a small portion (31.4K) of the Ph. 2 design budget for the Huntington to Countryside West WM project will be utilized. It is anticipated that the full Ph. 2 program will overlap into the next fiscal year thus providing some cap relief in this line item. Below is the proposed budget adjustment

<b><u>BUDGET</u></b>	<b><u>%</u></b>	<b><u>Budget</u></b>
<b><u>Budget Items</u></b>		
WWIP Ph. 6B Ph. 2 Engineering	71%	\$370,000.00
<b><u>Budget Surplus (Project off Schedule)</u></b>		
Huntington to Countryside East WM Ph. 2 Eng. 100% of line item (120k out of 120k)	23%	\$120,000.00
Huntington to Countryside West WM Ph. 2 Eng 31% of line item (31.4k out of 100k)	6%	\$31,400.00
12900400-42232 WWTF Ph. 6B Improvement	<b>100%</b>	<b>\$521,400.00</b>

**Recommendation**

Trotter & Associates, Inc. has a well-documented history with the Village of Algonquin. They have consistently provided good engineering design and decision making and thus far have planned a facility that operates well within its configuration. In addition to their history, I am genuinely comfortable in the staff they have provided for the processing of our IEPA SRF Low Interest Loan application. Therefore the recommendation is that **Trotter & Associates, Inc.** be considered by the COTW in the amount of **\$521,400.00** . This cost is based on FIXED FEE.

The project is scheduled for award by the Village Board on August 21<sup>st</sup>, 2018. Thus, the recommendation should go before the Committee of the Whole on August 14<sup>th</sup>, 2018

Should you have any questions, comments, or concerns, please do not hesitate to contact me.





June 12, 2018

Mr. Shawn Hurig  
Project Engineer  
Village of Algonquin  
110 Meyer Drive  
Algonquin, Illinois 60102

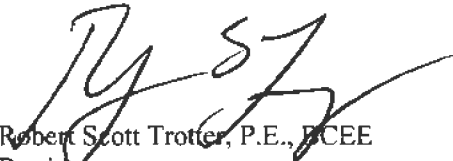
Re: Village of Algonquin WWTF Phase 6B Improvements  
Phase 2 Engineering Services Proposal

Dear Mr. Hurig:

We sincerely appreciate this opportunity to continue offering our services to the Village of Algonquin. Enclosed for your review is the requested proposal for Phase 2 Engineering Services of the WWTF Phase 6B Improvements. Also enclosed are the Non-Collusion and Conflict of Interest Statements as well as the Agreement for Professional Engineering Services. Please contact us if there are any questions or changes to the listed scope of services.

Sincerely,

TROTTER & ASSOCIATES, INC.



Robert Scott Trotter, P.E., FCEE  
President

*This Page is intentionally left blank*

# VILLAGE OF ALGONQUIN

## REQUEST FOR PROPOSAL


FOR

### WWTF Ph. 6B Improvements

#### Proposal Task Items

<u>Task #</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
2A	Ph. 2 Design Management	LUMP	1	\$18,400.00	\$18,400.00
2B	Permit Clearing	LUMP	1	\$12,700.00	\$12,700.00
2C	Final Plans, Details, & Specs.	LUMP	1	\$442,900.00	\$442,900.00
2D	Final Engineers Estimate	LUMP	1	\$7,400.00	\$7,400.00
2E	Bid Documents	LUMP	1	\$40,000.00	\$40,000.00
****	<b>TOTAL</b>	<b>NTE</b>			\$521,400.00

Company: Trotter and Associates, Inc.

Signature:  Date: 6/12/18

Print Name: Robert Scott Trotter, PE, BCEE

Title: President

# VILLAGE OF ALGONQUIN

## Attachment C

### NON-COLLUSION CERTIFICATION WWTF Ph. 6B Improvements

By Submission of this proposal, the Offeror Robert Scott Trotter certifies,  
Name of Offeror

That (s)he is President of Trotter and Associates, Inc. and,  
Title Name of Firm

under penalty of perjury, affirms:

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

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

**Or**

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

# VILLAGE OF ALGONQUIN

## Attachment D

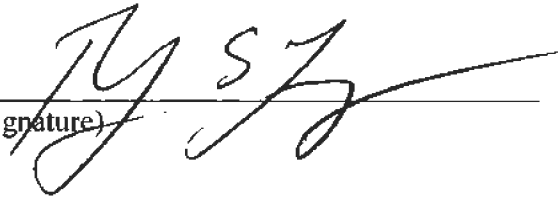
### NON-CONFLICT OF INTEREST STATEMENT

#### WWTF Ph. 6B Improvements

I certify that neither I nor any member of my immediate family has a material personal or financial relationship with any offeror, or to a direct competitor of any offeror under consideration by this proposal evaluation committee. I further certify that no other relationship, bias or ethical conflict exists which will prevent me from evaluating any proposal solely on its merits and in accordance with the Request for Proposal's evaluation criteria.

Furthermore, I agree to notify the Village of Algonquin if my personal or financial relationship with one of the offerors is altered at any time during the evaluation process. If I am serving as the Procurement Officer of record I agree to advise my supervisor of any changes that could appear to represent a conflict of interest.

Name: Robert Scott Trotter  
(Print)

(Signature) 

Title: President

Date: 6/12/18

Department/Agency Trotter and Associates, Inc.



June 12, 2018

Mr. Shawn Hurtig  
Project Engineer  
Village of Algonquin  
110 Meyer Drive  
Algonquin, Illinois 60102

**Re:** Village of Algonquin WWTF Phase 6B Improvements  
Phase 2 Design Engineering Services Agreement

Dear Mr. Hurtig,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Algonquin, IL (CLIENT) for the WWTF Phase 6B Improvements Project (hereinafter referred to as the "PROJECT").

**Project Background**

The Village of Algonquin Wastewater Treatment Facility, collection system and lift stations were evaluated during the development of the 2014 Wastewater Facility Plan Update. The Facility Plan recommended several improvements categorized as critical needs, rehabilitation and replacement, and as needed. The Village retained Trotter and Associates in November 2017 for Phase 1 Design Engineering Services. Phase 1 Engineering was completed in April 2018.

**Project Understanding**

The project is separated into seven packages, Packages A through G.

- Package A – Biological Process Improvements
- Package B – Digestion Rehabilitation
- Package C – Roof Replacement
- Package D – UV Disinfection Upgrades
- Package E – Electrical and Automation
- Package F – Primary Clarifiers
- Package G – Low Interest Loan Assistance

The Engineer's Opinion of Probable Construction Cost in Phase 1 was \$14,357,700.

Package A: Biological Process Improvements	\$832,250
Package B: Digestion Rehabilitation	\$7,336,300
Package C: Roof Replacement	\$1,300,000
Package D: UV Disinfection Upgrades	\$627,650
Package E: Electrical and Automation Improvements	\$60,000
Package F: Primary Clarifier Rehabilitation	\$453,700
<u>General Conditions &amp; Contingency</u>	<u>\$3,747,800</u>
<b>Total Construction Cost</b>	<b>\$14,357,700</b>

### Project Schedule

<u>Task</u>	<u>Anticipated Date</u>
<del>Phase 1: Project Kick-off</del>	<del>November 2017</del>
<del>Phase 1 Complete</del>	<del>May 2018</del>
Phase 2: IEPA Permit Submittal	August 2018
Phase 2: Pre-Final Submittal	November 2018
Phase 2: Final Submittal	December 2018
Phase 2: Bid Advertisement	December 2018
Bid Opening	January 2019
Project Award	April 2019
Phase 3: Commence Construction	May 2019
Phase 3: Substantial Completion	January 2021
Phase 3: Final Completion	February 2021

### Scope of Services

Our services will consist of customary civil engineering and surveying services and related engineering services incidental thereto. The design will provide contract documents to facilitate the improvements as a single project, which was outlined in the Project Understanding. The construction cost estimates from Phase 1 Design Engineering are included as Exhibit E. The scope of services are as follows;

#### Phase 2 Scope:

##### *Final Design Phase*

- a. Meet with Village Staff on a monthly basis to determine design layout details for the project.
- b. Provide the Village with comment disposition prior to each new submittal (plans and specifications).
- c. Based on the approved Phase 1 Design, prepare Final Engineering Plans and Specifications to show the scope, extent and character of the work to be furnished and performed by the Contractor. Include the following drawings (but not limited to):
  - i. General Construction Details and Notes
  - ii. Site Civil Drawings showing process piping, underground utilities & site restoration.



- iii. Demolition drawings if needed including plans, sections, details and schedules detailing existing structures and utilities to be removed.
- iv. Architectural drawings including floor plans, roof plans, elevation views, sections, details and schedules for any proposed structures.
- v. Structural drawings including plans, sections, details and schedules for construction of the digester covers.
- vi. Mechanical drawings including plans, sections, details and schedules.
- vii. Process drawings including the plans, sections, details and schedules for equipment and process piping.
- viii. Electrical Drawings depicting controls and power distribution plans, elevations, and schedules.
- ix. Instrumentation drawings depicting the scope and extent of the proposed control system.
  - x. Project specifications in accordance with the 64 Division CSI Format.
  - xi. Utilize Village of Algonquin front end bidding and contract documents. Develop other documents necessary to bid the project.
- d. Submit 95% complete process and civil engineering plans and specifications to Illinois EPA for construct and operate permits.
- e. Provide 95% complete (pre-final) engineering plans to the Village and pertinent jurisdictional agencies for review and approval. Agencies include, but are not limited to, Village Building Department, Kane County Stormwater and Army Corps of Engineers.
- f. Prepare an opinion of probable construction cost, based on Pre-Final and Final Engineering Plans.
- g. Make revisions to the plans to incorporate changes required by reviewing agencies and submit Final Engineering plans and specifications to Village for Bidding.

*Bidding and Negotiating Phase*

- a. Assist Village in advertising for and obtaining bids or negotiating proposals for the Work.
- b. Attend the Pre-bid Conference.
- c. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- d. Attend the Bid opening, prepare Bid tabulation sheets, and assist the Village in evaluating Bids or proposals and in assembling and awarding contracts work.
- e. Participate in any negotiations or clarification discussion.
- f. Furnish and supply drawings and project specification copies as required.
- g. Coordinate all submittals with IEPA with respect to finalizing the loan agreement.

---

Phase 2 Package Submittal:

Package A	Phase 2 Design (Pre Final and Final plans & specifications)
Package B	Phase 2 Design (Pre Final and Final plans & specifications)
Package C	Phase 2 Design (Pre Final and Final plans & specifications)
Package D	Phase 2 Design (Pre Final and Final plans & specifications)
Package E	Phase 2 Design (Pre Final and Final plans & specifications)
Package F	Phase 2 Design (Pre Final and Final plans & specifications)
Package G	Revise as necessary and submit remaining Loan Application Package Finalize Loan Agreement
	Project Schedules and Updates
	Permit Status Report
	Plan Review Comments and Resolutions
	Engineer's Final Cost Estimate
	Bid Documents, Advertisements for Bid, Bid Tabulation and Recommendation to Award

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

---

**Compensation**

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

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

The total compensation for services will not exceed \$521,800.00 based on the following distribution of compensation:

Phase 2	Task 2A – Phase 2 Design Management	\$18,400.00
	Task 2B – Permit Clearing	\$12,700.00
	Task 2C – Final Plans and Specifications	\$442,900.00
	Task 2D – Final Engineer’s Estimate	\$7,400.00
	Task 2E – Bid Documents	\$40,000.00
<b>Phase 2 Total</b>		<b>\$521,400.00</b>

*Contracts for Phase 3 will be approved upon completion of subsequent phases.*

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

---

**Miscellaneous**

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

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

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

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

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

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

---

**Contents of Agreement**

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

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

Village of Algonquin:

Trotter and Associates, Inc.:

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

By:  R. Scott Trotter, PE, BCCE

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

Title: President

Effective Date: \_\_\_\_\_

Date Signed: 6/12/18

Address for giving notices:  
2200 Harnish Drive  
Algonquin, Illinois 60102

Address for giving notices:  
40W201 Wasco Road, Suite D  
St. Charles, Illinois 60175

Designated Representative

Designated Representative: Jillian Kiss, PE

Title:

Title: Engineer

Phone Number:

Phone Number: 847-507-1469

E-Mail Address:

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

**ATTACHMENTS:**

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

EXHIBIT E – PHASE I DESIGN PROBABLE CONSTRUCTION COST ESTIMATE

EXHIBIT F – SHEET LIST

*THIS PAGE IS INTENTIONALLY LEFT BLANK*



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

**– M E M O R A N D U M –**

DATE: *December 3, 2019*

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Bob Mitchard, Public Works Director

SUBJECT: Agreement for Supplemental Contracted Engineering Services

---

Tim,

Attached is a Master Agreement Work Order Form for supplemental contracted engineering services to get our department through the very busy current fiscal year, ending April 30, 2020. The previously approved agreement has served us well, but we are nearing the end of the agreed amount, and to extend quality services to our customers and developers, we need an additional amount approved. I have attached the latest invoice for these services as they currently stand and anticipate the current balance to get us only through the end of the calendar year.

With the winter season upon us, and the slowing of construction, we anticipate the ability to control the time being invoiced through diligent management. John Heinz, Engineer VI, is reducing his time here in Algonquin, moving to other assignments within the CBBEL purview, and will be replaced, in part, by Victor Ramirez, Engineer V, as the lead in our office. Victor works three days per week, and Doug Paulus, Engineer 4, will fulfill the remainder of the services. We are proposing an additional \$100,000 in the agreement, however, we are not anticipating that we will use the entire amount for the reasons stated above.

This arrangement has been extremely successful assisting with a very active schedule of engineering issues and reviews, and has improved customer service to all of our constituents. Our staff has also benefited from the experience of these three individuals by being exposed to critical thinking and collaborative problem solving, and just being allowed and expected to fill their role within the organization.

We intend, via the budget process, to propose some retooling of our staff and organizational structure to reduce the need for this level of service from CBBEL moving forward. I anticipate that we will need to budget for some supplemental services from CBBEL during the transition period, probably taking us through the 2020 construction season, to get processes in place and any new staff onboard, and up to speed.

Therefore, it is my recommendation that the COTW consider the amendment and move the approval on to the full Board of Trustees for additional \$100,000.00 in contracted engineering services with Christopher B. Burke Engineering Ltd. Thank you for your ongoing support.



**Invoice**



Bob Mitchard  
Village of Algonquin  
Public Works Department  
110 Meyer Drive  
Algonquin, IL 60102-2749

November 1, 2019  
Invoice No: 154088

Project 01.R070273.00126 In-House Engineering Services (Public Works)

**Professional Services from September 29, 2019 to October 26, 2019**

Phase 01 In-House Engineering

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Engineer VI	77.50	184.00	14,260.00
Engineer V	69.25	150.00	10,387.50
Engineer IV	44.50	121.00	5,384.50
Engineering Technician IV	16.00	115.00	1,840.00
Totals	207.25		31,872.00
<b>Total Labor</b>			<b>31,872.00</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	31,872.00	80,691.50	112,563.50
Limit			150,000.00
Remaining			37,436.50
		<b>Subtotal this Phase</b>	<b>\$31,872.00</b>

Phase 02 Phase 3 Inspection-Ortho Parking Lot Exp

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Engineer IV	6.50	121.00	786.50
Totals	6.50		786.50
<b>Total Labor</b>			<b>786.50</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	786.50	1,036.00	1,822.50
Limit			8,100.00
Remaining			6,277.50
		<b>Subtotal this Phase</b>	<b>\$786.50</b>

**PLEASE REMIT PAYMENT TO:**  
CHRISTOPHER B. BURKE ENGINEERING, LTD.  
DEPT. 20-8051  
P.O. BOX 5998  
CAROL STREAM, IL 60197-5998

---

Project	01.R070273.00126	In-House Engineering Services (PW)	Invoice	154088
			<b>TOTAL THIS INVOICE</b>	<b>\$32,658.50</b>

---

**PLEASE REMIT PAYMENT TO:**

**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
DEPT. 20-8051  
P.O. BOX 5998  
CAROL STREAM, IL 60197-5998**

**Consulting Engineering  
Master Agreement Work Order Form**

**I. Incorporation of Master Agreement**

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

**II. Project Understanding**

**A. General Understanding/Assumptions**

CBBEL understands that the Village is looking to supplement their current in-house Public Works staff by utilizing the services of an outside consulting firm. We understand that the Village wishes to extend the current agreement until April 30, 2020.

**III. Scope of Services**

**A. Engineering Services**

CBBEL will provide General Engineering Assistance as directed by Public Works Staff.

**IV. Man-Hour & Fee Summary**

John Heinz, Senior Construction Manager	Engineer VI = \$184/hour
Victor Ramirez, Senior Project Manager	Engineer V = \$150/hour
Douglas Paulus, Senior Construction Engineer	Engineer IV = \$121/hour
Nicholas Morel, Project Manager	Engineer III = \$112/hour

We will bill you on a time and materials basis at the rates indicated above for a not-to-exceed fee of \$100,000.

VILLAGE OF ALGONQUIN

Accepted by: \_\_\_\_\_

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

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

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by: \_\_\_\_\_

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

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

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Principal .....	210
Engineer VI .....	184
Engineer V .....	150
Engineer IV .....	121
Engineer III .....	112
Engineer I/II .....	91
Survey V .....	150
Survey IV .....	115
Survey III .....	110
Survey II .....	86
Survey I .....	67
Resource Planner V .....	102
Resource Planner IV .....	97
Resource Planner III .....	88
Resource Planner II .....	80
Engineering Technician IV .....	115
Engineering Technician III .....	95
Engineering Technician I/II .....	87
CAD Manager .....	121
Assistant CAD Manager .....	115
CAD II .....	112
CAD I .....	87
GIS Specialist III .....	107
GIS Specialist I/II .....	60
Environmental Resource Specialist V .....	133
Environmental Resource Specialist IV .....	121
Environmental Resource Specialist III .....	102
Environmental Resource Specialist II .....	83
Environmental Resource Technician .....	78
Administrative .....	79
Engineering Intern .....	46
Survey Intern .....	46
Information Technician III .....	84
Information Technician I/II .....	54
Landscape Architect .....	121



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

**– M E M O R A N D U M –**

DATE: *November 13, 2019*

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Agreement for Stage 3 Wet Utilities Engineering Services

---

Tim, attached you will find an Engineering Services Agreement with Trotter Associates for Phase 3 Construction Oversight Services for the Downtown Streetscape Stage 3 Wet Utilities project that continues the 30-inch deep sewer from Port Edwards area to Zimmerman Park, at the corner of Center and LaFox River Drive. The project also will replace old water main and lead services in the same areas, as needed.

Construction Oversight Services (Phase 3) and Design Services (Phase 1 and Phase 2) are not reimbursable through the IEPA low-interest loan program, so we will have to pay for these services through the Water and Sewer Fund balance. There are no monies for engineering and construction of the Stage 3 Wet Utilities listed in the current Water and Sewer Improvement Fund due to the cash flow issues of ongoing payments and loan reimbursements from the State when pay requests are submitted by the contractor. The loan will need to be paid down in installments, once construction on the project is completed. The engineering fees will need to be paid out, based on hours spent on construction engineering service by the engineers, over the next 10 to 14 months of construction activity.

It is, therefore, our recommendation that the Committee of the Whole consider an agreement with Trotter Associates and take the necessary action to move the decision on to the full Board of Trustees to approve a contract for \$556,670.00 to provide construction oversight and management services to complete the Phase 3 Construction Oversight Services for the Downtown Streetscape Stage 3 Wet Utilities project. This number includes a pass-through charge for communication services provided by Metro Strategies, so I have attached their scope of services and proposal, as well, but no Board action is required.



December 6, 2019

Robert G. Mitchard  
Village of Algonquin  
Director of Public Works  
110 Meyer Drive  
Algonquin, IL 60102

Re: Algonquin Downtown Streetscape Stage 3 Wet Utilities – Construction Services  
Project VoA17-06-26A  
Professional Services Agreement

Dear Mr. Mitchard:

We sincerely appreciate this opportunity to offer our services. Enclosed for your review is the engineering services agreement for the referenced project. Please contact us if there are any questions or changes to the listed scope of services. If you would like to proceed with the contract, please sign and return one copy of the agreement.

Sincerely,

TROTTER & ASSOCIATES, INC.



Robert Scott Trotter, P.E., BCEE  
President

*This Page is intentionally left blank*



December 6, 2019

Robert G. Mitchard  
Village of Algonquin  
Director of Public Works  
110 Meyer Drive  
Algonquin, IL 60102

**Re: Downtown Streetscape Stage 3 Wet Utilities – Construction Services**  
Project VoA17-06-26A  
Professional Services Letter Agreement and Exhibits

Dear Mr. Mitchard,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to Village of Algonquin (CLIENT) for the Downtown Streetscape Stage 3 Wet Utilities (hereinafter referred to as the “PROJECT”).

This project includes construction engineering services related to the Downtown Streetscape Stage 3 Wet Utilities – Construction Services.

### **Project Understanding**

The Village of Algonquin is currently pursuing construction services for the Downtown Streetscape Stage 3 Wet Utilities. TAI provided the design for the Downtown Streetscape Stage 3 Wet Utilities along LaFox River Drive, Washington Street and South Harrison Street.

The Stage 3 Utility Improvement Project scope of the project is as follows:

- The proposed 3 MGD lift station at the intersection of LaFox River Drive and Center Street includes the construction of a triplex pump station with a 12-foot diameter wet well, controls/backup generator building, and a packaged order control system.
- Sections 3Fii-v includes construction of a 30-inch interceptor sewer along LaFox River Drive from the proposed lift station to Washington Street. Construction of this interceptor sewer will include the removal and replacement of the existing Prairie Trail bike bridge.
- The existing bike bridge is a repurposed through-girder railroad bridge with inadequate height over LaFox River Drive. The proposed bridge will be a pre-engineered steel truss bridge providing adequate clearance for truck passage. As part of the project, a temporary and permanent accessible ramp (both ADA compliant) will be provided for pedestrians using trail during construction. The Village of Algonquin will coordinate relocation of existing cables mounted to the existing bridge with ComEd/AT&T.
- Section 3Fi includes the construction of an 8-inch sanitary sewer along LaFox River Drive from Washington Street to Cornish Park.
- Section 2Ciii includes the construction of a 30-inch interceptor sewer along Washington Street from LaFox River Drive to Harrison Street.
- Section 2Ci includes the construction of an 10-inch sanitary sewer and 10-inch water main along Washington Street from Main Street to Harrison Street. Ancillary water main improvements include new valves, hydrants, services (up to meter), and curb stop valves.
- Sections 2Aiii includes the construction of a 30-inch interceptor sewer along Harrison Street from Washington Street to Crystal Creek Bridge.



- Sections 2Aii includes the construction of a 30-inch interceptor sewer and 12-inch water main at Crystal Creek Bridge. Ancillary water main improvements include new valves on each side of the creek crossing. The route for the proposed interceptor sewer and water main will go through the Village owned vacant lot west of the Harrison Street bridge. The replacement for the Harrison Street bridge is to be designed under a separate contract.
- Sections 2Ai includes the construction of a 30-inch interceptor sewer and 16-inch water main along Harrison Street from Crystal Creek Bridge to Illinois Route 62 (Algonquin Road). The 16-inch water main will continue along Harrison to the northeast side of Illinois Route 62 intersection, where it will tie into existing 12-inch water main. Ancillary water main improvements include new valves, hydrants, services (up to meter), and curb stop valves.
- Section 2Eii includes the construction of a 30-inch interceptor sewer from Illinois Route 62 (Algonquin Road) north to the Riverfront Lift Station, where it will tie into the existing 30-inch interceptor constructed during the Stage 2 project. The Riverfront Lift Station will be decommissioned and abandoned.
- Section 3Eiii includes the construction of a 16-inch water main along Illinois Route 62 (Algonquin Road) from Harrison Street towards Fox River Bridge. The 16-inch water main will continue along Illinois Route 62 (Algonquin Road) approximately 50' southeast of intersection, where it will tie into existing 10-inch water main. Ancillary water main improvements include new valves, hydrants, services (up to meter), and curb stop valves.
- The Algonquin Historical Society identified the following historical items that must be saved along LaFox River and Washington:
  - The hitching posts/bollards located at 3 Washington Street, fronting Washington Street and LaFox River Drive.
  - Sidewalk squares with original resident's name embossed in the concrete at the following addresses:
    - 3 Washington Street (also along LaFox River Drive)
    - 15 Washington Street
    - 204 LaFox River Drive
    - 227 LaFox River Drive
    - 51 Center Street
- The restoration on LaFox River Drive (from Illinois Route 31 to Cornish Park) and Washington Street (from LaFox River Drive to Harrison Street) is limited to curb, driveway, and sidewalk removal and replacement as required to facilitate installation of the sanitary sewer, water main, and services. If pavement removal is under 50% of street area, full depth patching will be performed followed by full width grind and overlay. Otherwise full pavement removal and replacement of HMA will be completed.
- The restoration on Washington Street (from Harrison Street to Main Street) and Harrison Street (from Washington Street to Illinois Route 62 (Algonquin Road) and from Illinois Route 62 (Algonquin Road) to Front Street) is limited to pavement, curb, driveway, and sidewalk removal as required to facilitate installation of the sanitary sewer, water main, and services. Removal items will be replaced with temporary PCC pavement, driveway, curb, and sidewalk as future streetscape design will be completed by others.
- The restoration on Illinois Route 62 (Algonquin Road) will be limited to pavement, curb, and sidewalk removal and replacement as required to facilitate installation of the sanitary sewer and water main. All replacement improvements will be completed per IDOT standards.

## Scope of Services

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

### Construction Phase

1. Consult with the Village and act as the Village's representative during the execution of construction
2. Provide full-time field engineering services (resident project representative) during the construction of the project. From the contract documents all work shall be sustainably complete within 250 calendar days and final completion with 295 days. The anticipated construction schedule is to start in April and be substantial complete by mid-December. Our construction engineering service proposal and anticipated field staff hours are based on the number of completion days per the contract. These services shall include about 50 hours per week. Depending on groundwater and/or weather conditions the construction schedule may need to be extended. If the final construction schedule is pushed beyond the anticipated completion time, additional time for our field staff only will be required.
3. Assist the Village in the selection of an independent testing laboratory to perform all necessary testing required during construction.
4. Participate in the Pre-Construction Conference prior to commencement of Work at the Site.
5. As appropriate, establish baselines and benchmarks for locating the work, which in the Engineer's judgment are necessary to enable Contractor to proceed.
6. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of work.
7. Recommend to the Village the Contractor's work be disapproved and rejected while it is in progress.
8. Issue necessary clarification and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work.
9. Recommend Change Orders and Work Change Directives as required.
10. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only to conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
11. Evaluate and determine the acceptability of substitute "or-equal" materials and equipment proposed by the Contractor.
12. Require such special inspections or tests of Contractor's work as deemed reasonably necessary and receive and review all certifications of inspections, tests, and approvals required by Law and Regulations or the Contract Documents

13. Contractor's Completion Documents

- a. Receive and review maintenance and operating instructions, schedules, warranties, and guaranties
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certification of inspection, test and approvals, Shop Drawings, Samples and other data. Engineer shall transmit these documents.
- c. After notice from the Contract the Contractor considers the entire Work ready for its intended use, in company with the Village and Contractor, conduct an inspect to determine if the Work is Substantially Complete.

Additional Services:

1. Design, permitting, and IDOT coordination of utility improvements (sanitary and water main) within Illinois Route 62 (Algonquin Road) near the intersections of Harrison Street and Main Street.
2. Communication Services provided by Metro Strategies, Inc.

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

**IEPA Loan Special Provisions**

Engineer hereby agrees to incorporate and accept the following provisions to be included in this Work Order at no additional compensation

1. The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules as required by the award conditions of USEPA's Assistance Agreement with the IEPA. The Engineer acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
2. The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies.
3. Audit and access to records clause:
  - a. Books, records, documents and other evidence directly pertinent to performance of WPCLP loan work under this agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountant Professional Standards. The agency or any of its authorized representatives shall have access to the book, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

- b. Audit conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
  - c. All information and reports resulting from access to records pursuant to the above 3.a shall be disclosed tot the Agency. The auditing agency shall afford the engineer opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
  - d. Records under the above section 3.a shall be maintained and made available during performance of project services under this agreement and for 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant of Section 365.650 (Disputes) of Illinois Administration Code, Title 35, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.
4. Covenant Against Contingent fees:

The Engineer warrant that no person or selling agency has been employed or retained to solicit or secure this contact upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the Owner shall have the right to annual this agreement without liability or in its discretion to deduct from the contract price or consideration of otherwise recover, the amount of such commission, percentage, brokerage, or contingent fee.

5. Certification Regarding Debarment, Suspension and Other Responsibility Matters

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency
- b. Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses in paragraph 5.b of this certification; and
- d. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

**Compensation**

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

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

The total compensation for services is estimated to be \$556,670.00, based on the following assumed distribution of compensation:

Construction Phase	\$476,670.00
Reimbursable Expenses (Including Communication Services)	\$80,000.00

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

### **Miscellaneous**

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

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

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

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

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

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

---

**Contents of Agreement**

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

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

CLIENT:

Trotter and Associates, Inc.:

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

By:   
By: Robert Scott Trotter, P.E., B.C.E.E

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

Title: President

Effective Date: \_\_\_\_\_

Date Signed: December 6, 2019

Address for giving notices:

Address for giving notices:

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

Designated Representative

Designated Representative

Robert Scott Trotter

Title:

Title: President

Phone Number:

Phone Number: 630-587-0470

Facsimile Number:

Facsimile Number: 630-587-0475

E-Mail Address:

E-Mail Address: s.trotter@trotter-inc.com

**ATTACHMENTS:**

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



## EXHIBIT A - STANDARD TERMS AND CONDITIONS

### *Table of Contents*

ARTICLE 1 - SERVICES OF ENGINEER	1
1.01    Scope	1
ARTICLE 2 - CLIENT'S RESPONSIBILITIES	1
2.01    General	1
ARTICLE 3 - TIMES FOR RENDERING SERVICES	12
3.01    General	12
3.02    Suspension	12
ARTICLE 4 - PAYMENTS TO ENGINEER	13
4.01    Methods of Payment for Services and Reimbursable Expenses of ENGINEER	13
4.02    Other Provisions Concerning Payments	13
ARTICLE 5 - OPINIONS OF COST	13
5.01    Opinions of Probable Construction Cost	13
5.02    Designing to Construction Cost Limit	13
5.03    Opinions of Total Project Costs	13
ARTICLE 6 - GENERAL CONSIDERATIONS	13
6.01    Standards of Performance	13
6.02    Authorized Project Representatives	14
6.03    Design without Construction Phase Services	14
6.04    Use of Documents	14
6.05    Insurance	15
6.06    Termination	16
6.07    Controlling Law	16
6.08    Successors, Assigns, and Beneficiaries	16
6.09    Dispute Resolution	16
6.10    Hazardous Environmental Condition	16
6.11    Allocation of Risks	17
6.12    Notices	17
6.13    Survival	17
6.14    Severability	17
6.15    Waiver	17
6.16    Headings	17
6.16    Definitions	17

### **ARTICLE 1 - SERVICES OF ENGINEER**

#### **1.01 Scope**

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

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

### **ARTICLE 2 - CLIENT'S RESPONSIBILITIES**

#### **2.01 General**

A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that



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

### ARTICLE 3 - TIMES FOR RENDERING SERVICES

---

#### 3.01 General

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

#### 3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.

- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

#### ARTICLE 4 - PAYMENTS TO ENGINEER

---

##### 4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

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

##### 4.02 Other Provisions Concerning Payments

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

ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.

- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.
- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

#### ARTICLE 5 - OPINIONS OF COST

---

##### 5.01 Opinions of Probable Construction Cost

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

##### 5.02 Designing to Construction Cost Limit

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

##### 5.03 Opinions of Total Project Costs

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

#### ARTICLE 6 - GENERAL CONSIDERATIONS

---

##### 6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

#### **6.02 Authorized Project Representatives**

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

#### **6.03 Design without Construction Phase Services**

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

#### **6.04 Use of Documents**

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of

CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

#### 6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
  - 1. Workers Compensation & Employer's Liability
    - a. Each Occurrence: \$1,000,000
  - 2. General Liability
    - a. Each Occurrence: \$1,000,000
    - b. General Aggregate: \$2,000,000
  - 3. Excess or Umbrella Liability
    - a. Each Occurrence: \$5,000,000
    - b. General Aggregate: \$5,000,000
  - 4. Automobile Liability
    - a. Combined Single Limit (Bodily Injury and Property Damage):  
Each Accident \$1,000,000
  - 5. Professional Liability
    - a. Each Occurrence: \$2,000,000
    - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general

liability or property insurance policies carried by CLIENT which are applicable to the Project.

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

### 6.06 Termination

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

### 6.07 Controlling Law

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

### 6.08 Successors, Assigns, and Beneficiaries

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

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

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

### 6.09 Dispute Resolution

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

### 6.10 Hazardous Environmental Condition

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

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

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

### 6.11 Allocation of Risks

#### A. Indemnification

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

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

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

### 6.12 Notices

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

### 6.13 Survival

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

### 6.14 Severability

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

### 6.15 Waiver

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

### 6.16 Headings

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

### 6.16 Definitions

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

*This Page is intentionally left blank*

CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



**EXHIBIT B  
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

<b>2020 Schedule of Hourly Rates</b>		<b>2020 Reimbursable Expenses</b>		
<b>Classification</b>	<b>Billing Rate</b>	<b>Item</b>	<b>Unit</b>	<b>Unit Price</b>
Engineering Intern	\$55.00	Engineering Copies	Sq. Ft.	\$0.29
Engineer Level I	\$110.00	1- 249 Sq. Ft.		
Engineer Level II	\$122.00	Engineering Copies	Sq. Ft.	\$0.27
Engineer Level III	\$134.00	250-999 Sq. Ft.		
Engineer Level IV	\$149.00	Engineering Copies	Sq. Ft.	\$0.25
Engineer Level V	\$168.00	1000-3999 Sq. Ft.		
Engineer Level VI	\$195.00	Engineering Copies	Sq. Ft.	\$0.23
Engineer Level VII	\$205.00	3999 Sq. Ft. & Up		
Engineer VIII	\$233.00	Mylar Engineering Copies	Each	\$8.00
Principal Engineer	\$238.00	up to 24" by 36"		
Technician Level I	\$98.00	Color Presentation Grade	Sq. Ft.	\$5.15
Technician Level II	\$116.00	Large Format Print		
Technician Level III	\$135.00	Comb Binding > 120 Sheets	Each	\$4.75
Technician Level IV	\$147.00	Comb Binding < 120 Sheets	Each	\$3.50
Senior Technician	\$162.00	Binding Strips (Engineering Plans)	Each	\$1.00
GIS Specialist I	\$98.00	5 Mil Laminating	Each	\$1.25
GIS Specialist II	\$111.00	Copy 11" x 17"	Each	\$0.50
GIS Specialist III	\$151.00	- Color		
Clerical Level I	\$64.00	Copy 11" x 17"	Each	\$0.25
Clerical Level II	\$76.00	- Black and White		
Clerical Level III	\$88.00	Copy 8.5" x 11"	Each	\$0.25
Survey Technician Level I	\$66.00	- Color		
Survey Technician Level II	\$79.00	Copy 8.5" x 11"	Each	\$0.12
Survey Crew Chief	\$161.00	- Black and White		
Professional Land Surveyor	\$194.00	Recorded Documents	Each	\$25.00
Department Director	\$192.00	Plat Research		Time and Material
Prevailing Wage Survey Foreman**	\$185.00	Per Diem	Each Day	\$30.00
Prevailing Wage Survey Worker**	\$181.00	Field / Survey Truck	Each Day	\$45.00
Sub Consultants	Cost Plus 5%	Postage and Freight		Cost
		Mileage	Per Mile	Federal Rate

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

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



*This Page is intentionally left blank*

CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



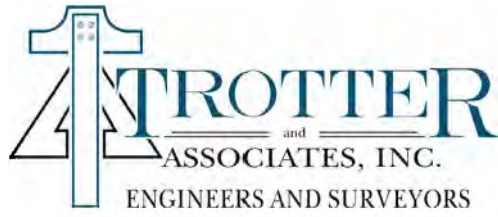
**EXHIBIT C  
SUPPLEMENTAL CONDITIONS**

*NONE AT THIS TIME*

*This Page Is Intentionally Left Blank*

CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



**EXHIBIT D  
CONTRACT ADDENDUM**

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

Project No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

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

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ \_\_\_\_\_

Changes Prior to This Change \$ \_\_\_\_\_

Amount of This Change \$ \_\_\_\_\_

Revised Contract Amount: \$ \_\_\_\_\_

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

CLIENT:

ENGINEER:

[            ]

TROTTER AND ASSOCIATES, INC.

SIGNED:

\_\_\_\_\_

\_\_\_\_\_

TITLE

TITLE

*This Page Is Intentionally Left Blank*

## Village of Algonquin – Downtown Streetscape Project Stage 3

### Project Understanding

Metro Strategies understands that the Village of Algonquin is requesting a proposal for communications and outreach services for Stage 3 of the Downtown Streetscape Project. The open house introducing this project to the public is anticipated to be held in December. This project will involve the replacement of existing sanitary sewer and water services as part of the construction of a 30-inch sanitary sewer interceptor, a new lift station and a new water main.

### Proposed Scope of Services

Effective outreach and communication to all stakeholders in and around the project area will be critical to address the concerns of residents, visitors and businesses that may be disrupted by construction and interruptions in sewer and water service. We understand that there are over 133 potential stakeholders within the project area including residents, a number of businesses and restaurants and one multi-unit housing building. Other stakeholders may include first responders and others traveling through the area to reach their destinations.

### Outreach and Communications Plan

Metro Strategies will develop an outreach and communications plan and schedule in close coordination with the project manager and Village staff. The plan will include a detailed outreach calendar that aligns with the construction schedule and identifies the timing for implementing specific tactics and disseminating information.

### Stakeholder List Development and Maintenance

Metro Strategies will work with the project manager and Village staff to develop a comprehensive stakeholder list that includes all property owners, residents and businesses affected by the project. Metro Strategies will develop and maintain the contact database for hard copy mailings and e-newsletter outreach for the project duration.

### Property Owner Outreach and Coordination

This project will require consistent outreach to and coordination with property owners to proactively address questions and concerns in a timely manner, minimize confusion and maintain/build support for the Village's efforts. It will be important to provide clear information about anticipated construction, service interruptions and local access and parking notices that are disseminated via several methods to inform directly impacted properties. Equally important will be the need to respond to questions and concerns. Metro Strategies recommends the following tactics:

- Targeted project fact sheet for residents
- Targeted project fact sheet for businesses
- Three to four outreach letters informing them about the project, periodic project updates and final thank you letter
- Door hanger notifications for construction, access, parking and service interruptions
- Dedicated point of contact at the Village to respond to questions. Metro Strategies can facilitate responses to questions and concerns.

It will also be important to work with local businesses to help minimize inconveniences for business owners and their customers. This may require direct one-on-one communications with businesses.

### General Communication Tools and Materials

Metro Strategies will work with the project manager and Village to develop general project messaging and materials. The project need and long-term benefits along with regular project updates will need to be communicated consistently. We anticipate developing content for all of the following items to communicate information about the project and its progress:

- Project overview fact sheet
- FAQ document
- Weekly construction updates
- Detour maps and graphics
- Website content
- Social media messages

Metro Strategies will plan to use existing platforms originally created for the Downtown Streetscape Project including the website and Constant Contact platform. The outreach calendar will identify target schedules for general communications as well as targeted property owner communications.

### Project Photographs

Professional photos of the project will be taken at different stages to highlight existing conditions, progress and completion.

### Open House

We understand that the Village would like to schedule an open house type public meeting in December. Metro Strategies will help plan and staff this open house at a Village facility.

### Proposed Fee

Metro Strategies will charge a not to exceed fee of \$65,000.

Contact Information:

Jennie Vana | Vice President, Communications  
office 630.534.6400 ext. 114 | cell 847.707.9210

Metro Strategies, Inc.  
1901 Butterfield Road, Suite 305  
Downers Grove, IL 60515



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

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

DATE: *December 3, 2019*

TO: Bob Mitchard, Public Works Director

FROM: *Jason Schutz, Utilities Superintendent*

SUBJECT: Harper Drive Culvert Repair – Lining

---

Bob,

Per your request, our Utilities Department performed an on-site evaluation on the 72” culvert that runs directly under Harper Drive located just north of Edgewood Drive. During our evaluation we discovered pitting and deterioration forming within the interior wall. I am requesting that we repair and line the entire 72” high x 96” wide x 62’ long corrugated culvert to insure structural integrity for years to come. Funds totaling \$140,000.00 were requested and approved within the FY2019/20 Budget under Street Improvement, Account Number 04900300-43370 (Infrastructure Maintenance – Harper Drive Culvert Repair).

We have received back two proposals, **Spectrum Contracting Corporation - \$151,150.00** and **RMS Utility Services - \$85,000.00**. It is therefore my recommendation to award the Harper Drive Culvert Lining Project to RMS Utility Services in the amount of \$85,000.00.

Thank you for considering this recommendation.

Jason Schutz





815 Beech Street  
Grafton, WI 53024  
Tel: 262.377.5500  
Fax: 262.377.0033

1411 Bernard Drive  
Addison, IL 60101  
Tel: 630.916.6800  
Fax: 630.916.6825

## BUDGET QUOTATION (revised)

Date: December 13, 2018

Number of Pages: 2 (Including this sheet)

To: Tony Jonas

Company: RJN Engineers

Email: [tonyjonas@algonquin.com](mailto:tonyjonas@algonquin.com)

Phone: 847-658-2330

Person Sending: Tony Lee

Cell Phone: 312-208-1849

Project Name/Location: Edgebrook Dr. and Harper Dr. / CMP Lining / Algonquin, IL

Scope of Work: Preparation and installation of structurally designed SprayWall to the interior surfaces of the 72" high x 96" wide x 68' long CMP Culvert (including splayed ends). Total of approximately 1,800 SF. Structural design is based upon Partially Deteriorated Conditions with 2.5' of soil cover, Live Loads and Water Table at invert. All work will be performed during normal hours Mon - Friday and in one mobilization according to the following:

A. Spectrum Contracting will:

1. Set up sandbagging and bypass pump.
2. Clean and prepare surfaces via 5000 psi pressure wash. Debris generated during prep will be removed and placed in GC/Owner provided dumpster. Liquids will be allowed to flow "downstream".
3. Slurry of floor (if needed) and infiltration (chemical grout injection) will be performed on a T&M basis.
4. Heat structure to assist with drying and material placement.
5. Spray apply a nominal 850 mils of SprayRoq's SprayWall to the interior surfaces of the CMP Culvert (including splayed ends).

**Pricing to perform the above:**

**\$151,150.00\***

Clarifications

- Nominal heat for application is included until seasonal conditions exceed current application perimeters.
- Initial cleanout of heavy debris to be performed by Owner or on a T&M basis.
- Pricing assumes work to be performed during minimal to no-flow period.
- Assumes parking along side of roadway with minimal barricading or cones.



Quotation

RMS UTILITY SERVICES  
 4410 S. HI-POINT RD.  
 MCHENRY, IL. 60050  
 Phone: 888.655.4085  
 Fax: 866.526.6559  
 www.rms4service.com

Date : 8/7/2018  
 Quote # : 3585  
 Outside SR : CS  
 Inside SR : MH  
 Terms : Net 30

**Bill To:**

Algonquin, Village of  
 110 Meyer Drive  
 Algonquin, IL 60102

**Ship To:**

Algonquin, Village of  
 Jason Schutz  
 110 Meyer Drive  
 Algonquin, IL 60102

Item	Description	Qty	Unit Price	Total
MANHOLE RE...	Manhole lining using Quadex Geokrete Geopolymer 1-1/2" minimum application:  Harper Drive Culvert  Price includes: Bypass pumping Cleaning of pipe Patching missing or broken sections, grouting to stop any active leaks Hand Spray and Trowel finish application of Geopolymer Liner	1	85,000.00	85,000.00

Please be advised that this quotation is valid for 60 days, unless stated otherwise. Price may be based on multiple mobilizations, including project/coordination meetings to achieve quality service and desired results. Price is based on having Line Stops in service for same day duration unless agreed. We cannot foresee host pipe quality and condition and therefore can not guarantee a 100% shut down due to existing host pipe condition. WE DO NOT REQUIRE ANY CONTRACTOR ASSISTANCE FOR SETTING OUR MATERIAL/EQUIPMENT. Any questions, please do not hesitate to call our office.

**Proposal Total** \$85,000.00

Any questions, please call our office at 888.655.4085

**RMS...Proof that Listening Works**