

AGENDA
COMMITTEE OF THE WHOLE
APRIL 13, 2021
2200 Harnish Drive
Village Board Room and Remotely
7:30 P.M.

In light of the current COVID-19 public health emergency, Governor J.B. Pritzker's Gubernatorial Disaster Proclamation, and the Village's Continuation of Proclamation of Local Disaster Emergency in response thereto, the Village President has determined that an entirely in-person meeting is not practical or prudent because of the disaster. This meeting will be held remotely and in-person, but there will be a limit of ten (10) in-person seats available for the public in the Village Board Room. The following information is being made available to the public for the purpose of public participation in the spirit of transparency and an open meeting process.

The complete Committee of the Whole packet is posted at the Algonquin Village Hall and may be viewed online via the Village Board's link on the Village's website, www.algonquin.org. If you would like to listen to the meeting, please go to <https://algonquin.zoom.us/j/96908218751> or dial in (877)853-5257, (888)475-4499, or (312)626-6799 webinar ID **969 0821 8751**. If you wish to submit any public comment, please contact the Deputy Village Clerk in advance of the meeting at 847-658-5609 or meetingcomments@algonquin.org or during the meeting's "Public Comment" portion of the meeting, after logging into the zoom meeting, please raise your hand and you will be called on, if you are dialing in, dial *9 to raise your hand. The Village will include such written public comments in the record, a copy will be given to the Village Board members, and a copy will be available for public inspection. Any comments received during the meeting, but after the public commentary portion has ended, will be provided in writing to the Village Board members after the meeting.

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

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

- AGENDA -

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**
(Persons wishing to address the Committee of the Whole, if in person, must register with the Village Manager prior to call to order. Otherwise, see the information above regarding remote participation.)
3. **Community Development**
 - A. Consider a Resolution Accepting the Chicago Metropolitan Agency for Planning's Algonquin - Cary Subarea Plan
 - B. Consider a Special Use Permit, Drive Through, and Outdoor Seating with Final Planned Unit Development Approval for Chick-fil-A, 425 S. Randall Road, Algonquin
 - C. Consider a Special Event Permit for Light of Christ Church's Global 6K on May 22, 2021 from 7am-1pm
 - D. Consider a Special Event Permit for Goodwill's Stuff the Truck Earth Day Donation event on April 22, 2021 at 1430 E Algonquin Rd from 8am-4:30 pm
 - E. Consider a Special Event Permit for Butera for a Food Truck to be station in their Parking Lot (100 S Randall Rd) May 19-23, 2021 from 12p-7:30p daily
 - F. Consider a Special Event Permit for Riverbottom Ice Cream's Weekly Farmer's Market Pop-Up May 2 through October 31, 2021 from 9am-3pm
4. **General Administration**
 - A. Consider the 2021 Summer Concert Series
 - B. Consider Certain Financial Institutions as Designated Depositories
 - C. Consider an Affiliate Agreement with the Trails Swim Team
5. **Public Works & Safety**
 - A. Consider an Agreement with Water Well Solutions for the Well 9 Rehabilitation Project
 - B. Consider an Agreement with Applied Ecological Services for the Engineering Services for the Woods Creek Reach 5 Restoration Project
 - C. Consider an Agreement with Applied Ecological Services for the Engineering Services for the Dixie Creek Reach 3 Project
 - D. Consider an Agreement with HR Green for the Construction Engineering Services for the Scott Street, Homestead Court, Colonial Court & Sunshine Court Roadway and Infrastructure Improvements Project
 - E. Consider an Agreement with Christopher Burke Engineering for the Design Engineering Phase 1 and 2 Services for the Bunker Hill Drive Project (Greensview Dr.-Sherman Rd.)
 - F. Consider an Agreement with Christopher Burke Engineering for the Design Engineering Phase 1 and 2 Services for the Willoughby Farms Section 1 Subdivision Project
6. **Executive Session**
 - A. Collective Bargaining
 - B. Review and Approve Executive Session Minutes
7. **Other Business**
8. **Adjournment**



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: April 7, 2021

TO: Committee of the Whole

FROM: Mike Darrow, Interim Community Development Director

SUBJECT: Algonquin- Cary Subarea Plan / Resolution

The Algonquin-Cary Subarea Plan presents a vision for the future of the Route 31 corridor and adjacent surface mining operations. After decades of sand and gravel mining, several hundred acres of land – predominantly owned by LafargeHolcim, Ltd. – may become suitable for restoration and redevelopment in the future. This plan is the result of a collaborative effort led by the Village of Algonquin and the Village of Cary to plan for the redevelopment of their shared border.

The Villages jointly sought technical assistance from the Chicago Metropolitan Agency for Planning (CMAP) for the creation of a subarea plan to identify the highest and best uses for the mining areas, including recreation, natural resource protection, and economic development, as well as transportation system improvements to improve bicycle and pedestrian circulation between the mining sites, Algonquin and Cary downtowns, and the Fox Bluff Conservation Area. Building on recent planning, the subarea plan presents a vision for the future of the area and a road map to achieve it. The recommendations, examples, and actions that follow will allow the Villages, residents, business owners, and potential investors to make informed decisions on land use, environmental protection, transportation, and capital improvements to implement the vision for the Subarea.

RECOMMENDATION

A representative from the Chicago Metropolitan Agency for Planning (CMAP) will present information on this this subarea plan and ask for approval of the Subarea plan.

RESOLUTION

2021 – R _____

RESOLUTION ADOPTING THE ALGONQUIN-CARY SUBAREA PLAN

WHEREAS, the Village of Algonquin (“the Village”) previously adopted an intergovernmental agreement with the Chicago Metropolitan Agency for Planning (“CMAP”), for the Algonquin-Cary Subarea Plan in conjunction with the Village of Cary; and

WHEREAS, the study area for the plan consisted of three subareas centered around IL Route 31 and Klasen Road, including the Village of Algonquin, the Village of Cary, and unincorporated McHenry County; and

WHEREAS, the steering committee comprised of representatives from the Village of Algonquin, the Village of Cary, the McHenry County Division of Transportation, the Cary Park District, McHenry County Conservation District, McHenry County Planning and Development, LafargeHolcim, Ltd. (parent of Meyer Material), and area residents; and

WHEREAS, public outreach was conducted in the form of open houses, public workshops, stakeholder interviews, videos, online forums, and surveys; and such comments were incorporated into the framework of the plan; and

WHEREAS, the draft Plan was available for public review and comment from January 27, 2021 to February 28, 2021 during which CMAP conducted an online public open house to provide information and accept public comment on the Plan; and

WHEREAS, the Plan was modified based on the public comments received; and

WHEREAS, the Plan establishes a vision for the future of the Route 31 corridor and adjacent surface mining operations; and

WHEREAS, adoption of the Plan by the Village Board will further implementation of recommendations through coordinated actions taken by the Village, other government entities, and stakeholders;

NOW, THEREFORE BE IT RESOLVED BY THE Village of Algonquin:

Section 1: The Village of Algonquin supports the Algonquin-Cary Subarea Plan project and hereby adopts the Plan.

Section 2: A copy of the plan shall be made available to interested citizens and shall be posted on the village’s website.

Section 3: This resolution shall be effective as of the date of its adoption.

Adopted this ____ day of _____, 2021

(seal)

Approved: _____
Acting Village President, Debby Sosine

Attest: _____
Village Clerk, Margaret Auger



Algonquin-Cary Subarea Plan

DRAFT March 2021



Acknowledgements

Special thanks to:

Village of Algonquin
Village of Cary
Village of Lake in the Hills

Village Liaisons

Russell Farnum, Village of Algonquin
Ben Mason, Village of Algonquin
Brian Simmons, Village of Cary

Project Steering Committee

Jerry Glogowski, Village of Algonquin (Trustee)
Scott Hennings, McHenry County Division of Transportation
Dan Jones, Cary Park District
Elizabeth Kessler, McHenry County Conservation District
Patrick Khoury, Village of Cary
Ellen McAlpine, Village of Cary (Trustee)
Dennis Sandquist, McHenry County Planning and Development
Alexander Voigts, Resident and Village of Algonquin
Randi Wille, LafargeHolcim, Ltd. (parent of Meyer Material)

Consultants

Kane, McKenna and Associates
Kretchmer Associates
Solomon Cordwell Buenz

Funding Acknowledgement

This project was supported through the Chicago Metropolitan Agency for Planning's (CMAP) Local Technical Assistance (LTA) program, which is funded by the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), U.S. Department of Housing and Urban Development (HUD), Illinois Department of Transportation (IDOT), and the Chicago Community Trust. The Villages of Algonquin and Cary and CMAP would like to thank these funders for their support for this project.



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Chapter 1

INTRODUCTION



The Algonquin-Cary Subarea Plan presents a vision for the future of the Route 31 corridor and adjacent surface mining operations. After decades of sand and gravel mining, several hundred acres of land – predominantly owned by LafargeHolcim, Ltd. – may become suitable for restoration and redevelopment in the future. This plan is the result of a collaborative effort led by the Village of Algonquin and the Village of Cary to plan for the redevelopment of their shared border.

The Villages jointly sought technical assistance from the Chicago Metropolitan Agency for Planning (CMAP) for the creation of a subarea plan to identify the highest and best uses for the mining areas, including recreation, natural resource protection, and economic development, as well as transportation system improvements to improve bicycle and pedestrian circulation between the mining sites, Algonquin and Cary downtowns, and the Fox Bluff Conservation Area. Building on recent planning, the subarea plan presents a vision for the future of the area and a road map to achieve it. The recommendations, examples, and actions that follow will allow the Villages, residents, business owners, and potential investors to make informed decisions on land use, environmental protection, transportation, and capital improvements to implement the vision for the Subarea.

Project Introduction

The Algonquin-Cary planning area is located in southeast McHenry County along the IL Route 31 corridor, approximately 45 miles from downtown Chicago. The area is situated approximately nine miles north of Interstate 90, two miles from US Route 14 and the Cary Metra Station, and along the western shoreline of the Fox River. It boasts incredible natural and recreational resources – Fox Bluff Conservation Area and the Prairie Trail, owned by the McHenry County Conservation District, and Cary Park District’s Hoffman Park – and is rich in mineral resources, which have sustained the surface mining industry in this area for many decades. The planning area is also home to several residential neighborhoods and Downtown Algonquin and is easily accessed from Route 31.

The planning area comprises three unique restoration and redevelopment areas, which are illustrated in Figure 1.

Subarea 1

Situated to the east of Route 31 and north of Klasen Road, this area spans 250 acres across both Villages. Bordered by Hoffman Park, the Fox Trails subdivision, and the unincorporated Traube Fox River Trail neighborhood, this area features Cary Lake at Rotary Park (196.0 acres) and four potential development sites: 1) Chally property (12.9 acres), 2) Route 31 frontage (21.2 acres), 3) Klasen Road frontage west (11.4 acres), and 4) Klasen Road frontage east (8.1 acres). The Route 31 frontage falls within both Villages, while the two parcels that front onto Klasen Road are in the Village of Algonquin. Sites 1 and 2 are owned by the Chally family. Sites 3 and 4 are still under ownership by LafargeHolcim, Ltd. Just north of Subarea 1 along Route 31, between Hoffman Park and the Wal-mart Supercenter in Crystal Lake, is the 38-acre Damisch Farm property.

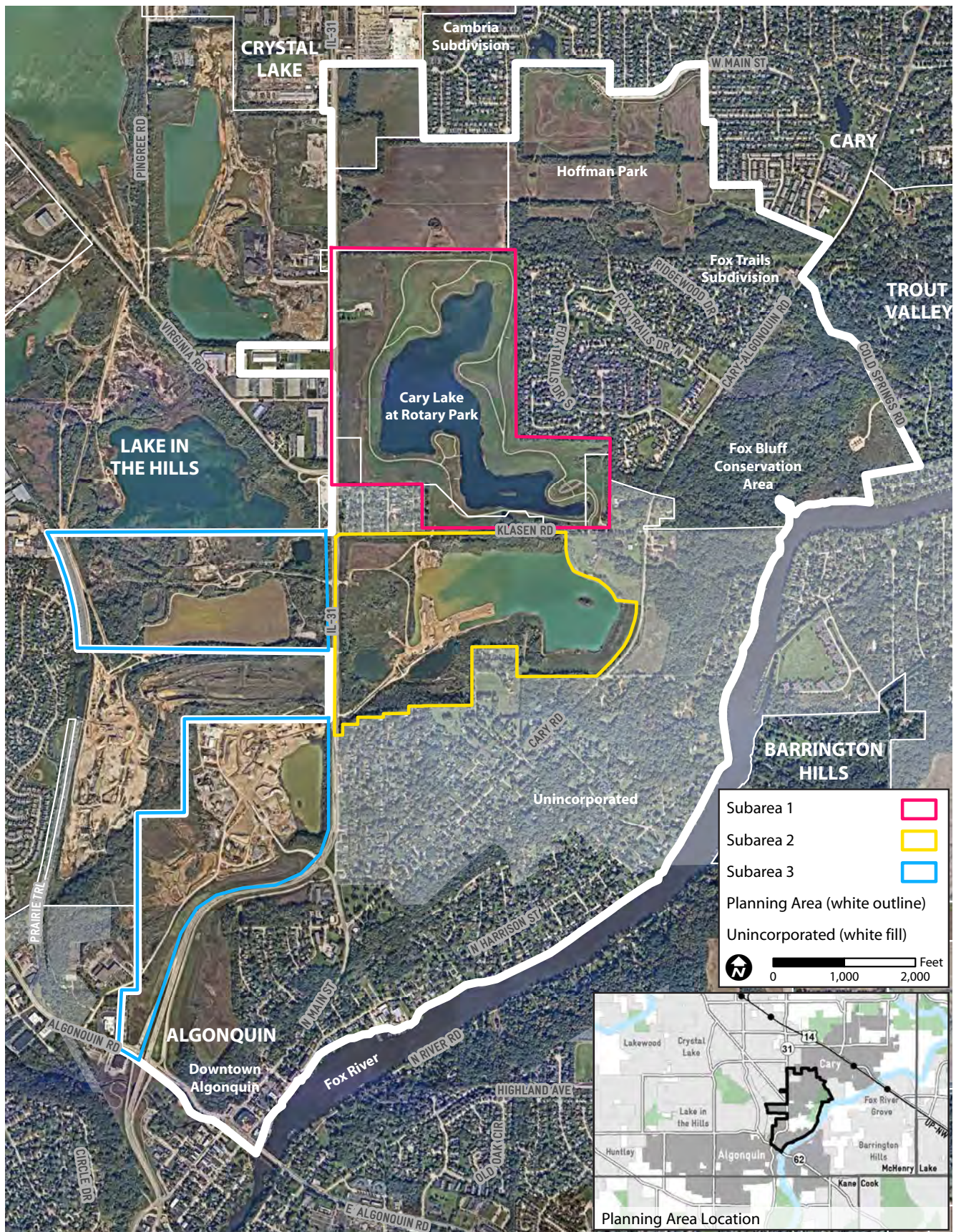
Subarea 2

Located to the east of Route 31 and south of Klasen Road in the Village of Algonquin, this area comprises 191 acres that are owned by LafargeHolcim, Ltd. It extends from Route 31 to Cary Algonquin Road and abuts the unincorporated Algonquin Hills neighborhood to the south and a few private properties at the corner of Klasen Road and Cary Algonquin Road. Surface mining operations are expected to continue until approximately 2022.

Subarea 3

West of Route 31, this area comprises 291 acres that are predominantly owned by LafargeHolcim, Ltd. in the Village of Algonquin. This area is divided into a north area (138 acres) and south area (153 acres) that are separated and bordered by approximately 163 acres owned by Lehigh Hanson, Heidelberg Cement Group (“HeidelbergCement”) in the Village of Lake in the Hills. The north area extends from Route 31 to the Prairie Trail, and the south area stretches along Route 31 to Algonquin Road and the Village of Algonquin Public Works Facility. Operations are expected to continue until approximately 2029, however, they may cease in the north area as soon as 2021. Either area could continue to support mining activities if subsurface mining is permitted by the villages in the future.

Figure 1. Algonquin-Cary planning area



Chicago Metropolitan Agency for Planning, 2020

Why Create a Subarea Plan?

Development decisions impact and are impacted by the actions of neighboring local governments and private landowners. A development that is proposed today will influence the possibilities of what will be proposed in the future. By planning together, the Villages of Algonquin and Cary can take advantage of the unique redevelopment opportunity that they both share and develop complementary and coordinated strategies to redefine and connect the mining sites to the surrounding community.

The subarea plan presents a unified vision for the future and charts a coordinated path for the Villages, open space managers, and other stakeholders. Specifically, the plan will help the communities by:

- Initiating public engagement in the development process, including neighboring residents who could be impacted by future decisions;
- Providing a roadmap, developed with input from the public, to share with the private development community as the area begins to develop over the next decade;
- Outlining strategies to maximize recreational assets for current and future residents, as well as economic development;
- Examining the market potential to guide fiscally responsible commercial and residential development;
- Identifying pedestrian and bicycle improvements to develop a strong network with links to Algonquin and Cary's downtown areas; and
- Coordinating recent planning efforts in Downtown Algonquin, as well as the Village of Cary 2015 Comprehensive Plan, Cary Park District Comprehensive Master Plan, McHenry County Conservation District Fox Bluff Master Plan, McHenry County 2030 and Beyond Plan and Long Range Transportation Plan, and Fox River Corridor plans for both communities.

Planning Process

The planning process to create the Algonquin-Cary Subarea Plan included multiple steps that were undertaken over approximately two years. The process was developed in close consultation with the Village of Algonquin and the Village of Cary and was designed to include extensive input from community residents, business owners, open space managers, civic groups, and community leaders throughout.

- Pre-kickoff (Feb. 2018)
- Existing conditions (Apr. 2018–Apr. 2019)
- Community outreach and engagement (June 2018–Aug. 2019)
- Visioning (Apr.–May 2019)
- Framework plans and preliminary recommendations (June–Sep. 2019)
- Plan development (Oct. 2019–Jan. 2021)
- Public review and adoption (Feb.–Apr. 2021)
- Community implementation of the plan (begins following adoption)

To assist with the formulation of recommendations within this plan, CMAP contracted with Kretchmer Associates and Kane, McKenna and Associates to conduct a market analysis of the development potential of Subarea 1 and Subarea 2 (see Appendix B).

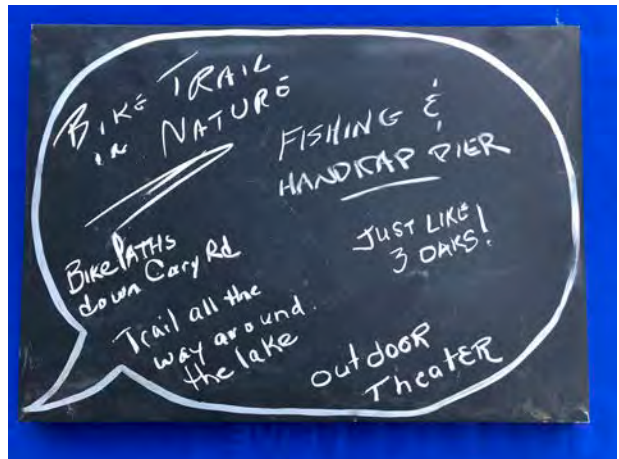
Community Engagement

To better understand and address the communities' needs and vision for the future of the Subarea, a number of community engagement activities were conducted to gather public feedback. In addition to the ongoing input of the project steering committee, this included conducting two public workshops, a virtual open house, and online survey, tabling at community events, and confidential interviews with key stakeholders throughout the planning area to identify the primary concerns of local residents, businesses, and property owners, among other stakeholders. Since the start of the planning process, over 1,500 residents and stakeholders have participated in the community engagement process.

Overall, participants held many of the same concerns and desire to create public access to the large lakes. Several viewed the sites as a “blank canvas” to create a unique destination and space for the community to promote economic development and unity between the two villages. Ideas for development and amenities include outdoor recreation, event space, natural resources protection, and context-sensitive commercial and residential development that take advantage of the lakes and reduce negative impacts to surrounding neighborhoods. Providing safe connections to existing trails and expanding the trail network was also commonly cited. Many raised the need to generate revenue for long-term maintenance and management of parks and open space. Refer to the Appendix C for more information on outreach activities and results.



Meeting participants brainstorm strengths, challenges, and opportunities in the planning area during the public community workshop on July 23, 2018 at the Cary Park District Community Center.



Ideas for the future of the mining areas received at the Algonquin concert series on August 1, 2019.

Relationship with the ON TO 2050 Plan

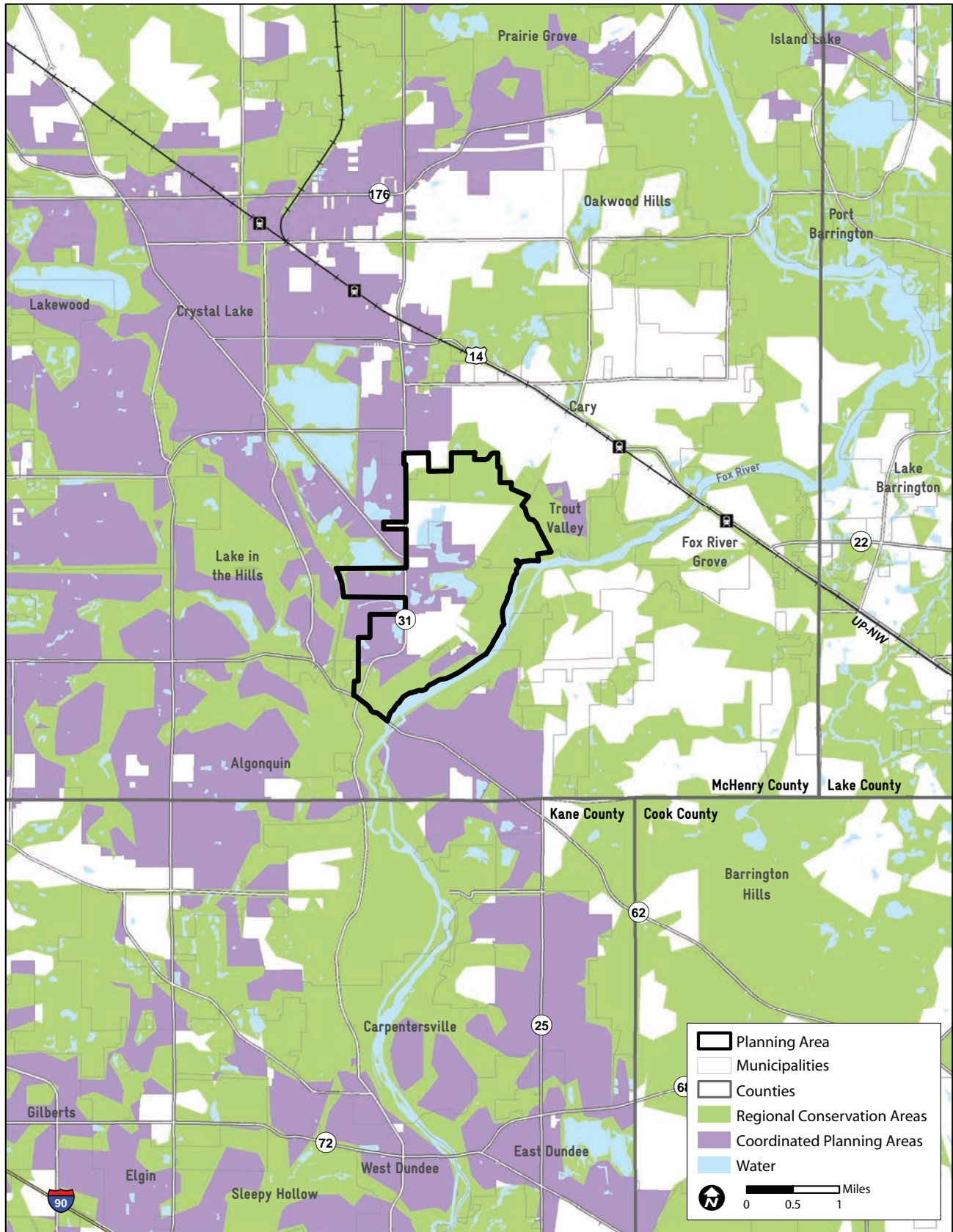
As part of the Chicago area, Algonquin and Cary both influence and are influenced by the region. Local autonomy over land use decisions requires communities to take responsibility for how those decisions shape a community's livability, as well as impacts on neighboring communities and the region as a whole. The cumulative choices of 284 municipalities and seven counties determine quality of life and economic prosperity across our region.

Adopted in October 2018, the ON TO 2050 comprehensive regional plan presents a collective vision for the future of the Chicago region and identifies steps for stakeholders across the region to take in order to achieve that vision. ON TO 2050 focuses on the need to grow our economy through opportunity for all (Inclusive Growth), prepare for rapid changes (Resilience), and carefully target resources to maximize benefit (Prioritized Investment). The plan guides transportation investments and frames regional priorities on development, the environment, the economy, and other issues affecting quality of life.

The Chicago region is growing in the same places where important natural resources are most abundant. Between 2000 and 2016, the populations of Algonquin and Cary increased by 30 percent and 15 percent respectively. Some of this growth occurred on previously developed land, while other developments took place on former agricultural land or open space. In addition to their residents, the communities are also home to valuable natural resources like the Fox River, Fox Bluff Conservation Area, and Hoffman Park as well as oak woodlands, wetlands, prairie, and the quarry lakes. These resources are not only important to the overall environment of Algonquin and Cary, but they also contribute to the local economy and high quality of life enjoyed by residents.

ON TO 2050 emphasizes the importance of reinvesting in our existing communities and infrastructure. Recognizing that some portions of the Chicago region face greater greenfield development pressure, communities that have a significant amount of agricultural or natural lands within or adjacent to their boundaries are mapped as coordinated planning areas (see Figure 2).¹ These areas include Village of Algonquin and nearby communities of Lake in the Hills and Crystal Lake. In coordinated planning areas and communities with regional conservation areas, ON TO 2050 recommends that future land use plans and development ordinances take into account larger scale open space protection and long-term infrastructure costs associated with expansion decisions. These recommendations are woven into the Algonquin-Cary Subarea Plan as a means to achieve the communities' vision for the future of the planning area and contribute to regional goals.

Figure 2. Regional conservation and coordinated planning areas



Chicago Metropolitan Agency for Planning, 2020

Chapter 2

VISION



It is clear that the communities of Algonquin and Cary have great hopes and optimism for the future of the Subarea. Through this planning process, the following vision emerged:

By 2035, the Algonquin-Cary Subarea will be a unique destination that brings the communities together and enhances surrounding neighborhoods. The planning area will connect to downtown Algonquin and Cary, the Prairie Trail, Fox Bluff Conservation Area, the Fox River, and nearby communities through a comprehensive transportation network. Restoration of the mining areas will create vibrant and serene places that balance natural areas, recreation amenities, and new development. As the planning area transforms over time, new improvements will continue to enhance the area's connectivity to the surrounding community and maintain its delicate balance of land uses.

Design Principles

Applying the following design principles in future restoration, development, and infrastructure decisions will help the communities implement the subarea plan and achieve the vision. These principles are illustrated in Figure 3 and Figure 4.

Expand parks, open space, and recreation. Set aside space to offer a variety of recreation activities in natural and developed settings. Provide public access to the lakes for people of all ages and abilities. Utilize trails and open space to create a continuous trail system between parks, development, and the surrounding neighborhoods.

Connect to the surrounding communities.

Coordinate transportation improvements to ensure the area is accessible for people of all ages and abilities through trail development, complete streets design, and road safety measures. Design development to take advantage of the proposed fixed-route bus service on Route 31.

Pursue compact, walkable development.

Integrate a mix of services, amenities, and transportation options into new development that offers community gathering spaces and a strong local identity. Expand housing choice to help the communities meet the needs of an aging population, increasing diversity, and changing living patterns.



Protect natural resources. Incorporate conservation design principles, stormwater best management practices, restoration, and environmental education into future development plans. Mitigate potential impacts that certain recreation activities can have on lake water quality.

Orient development toward the water. Develop businesses, event spaces, and housing that take advantage of the lakes and still provide public access to the water. Buildings should “front” both the street and lakes by placing as much importance on the design of the front of the building as the back of the building.

Buffer existing neighborhoods from new development and parking. Utilize open space, natural vegetation, berms, and other methods to maintain picturesque views and a sense of tranquility for existing and future residents.

Display the history of mining operations in future development. Tell the story of the sites in a way that attracts visitors and serves as a reminder of its rich mineral resources and role in the development of the surrounding area.

Incorporate market and fiscal realities into development and infrastructure decisions. Consider the short-term construction and long-term maintenance costs associated with new infrastructure like utilities, streets, and parks. Coordinate and establish mechanisms for financing, when possible.



Figure 3. Subarea 1 development concept illustration

Framework Plan

The framework plan for the Algonquin-Cary Subarea consolidates key elements from the individual land use, open space, and transportation frameworks in the subsequent chapters (See Figure 5). When implemented together, new development will be connected through a network of open space and trails that creates a unique and ecologically rich destination in the communities.

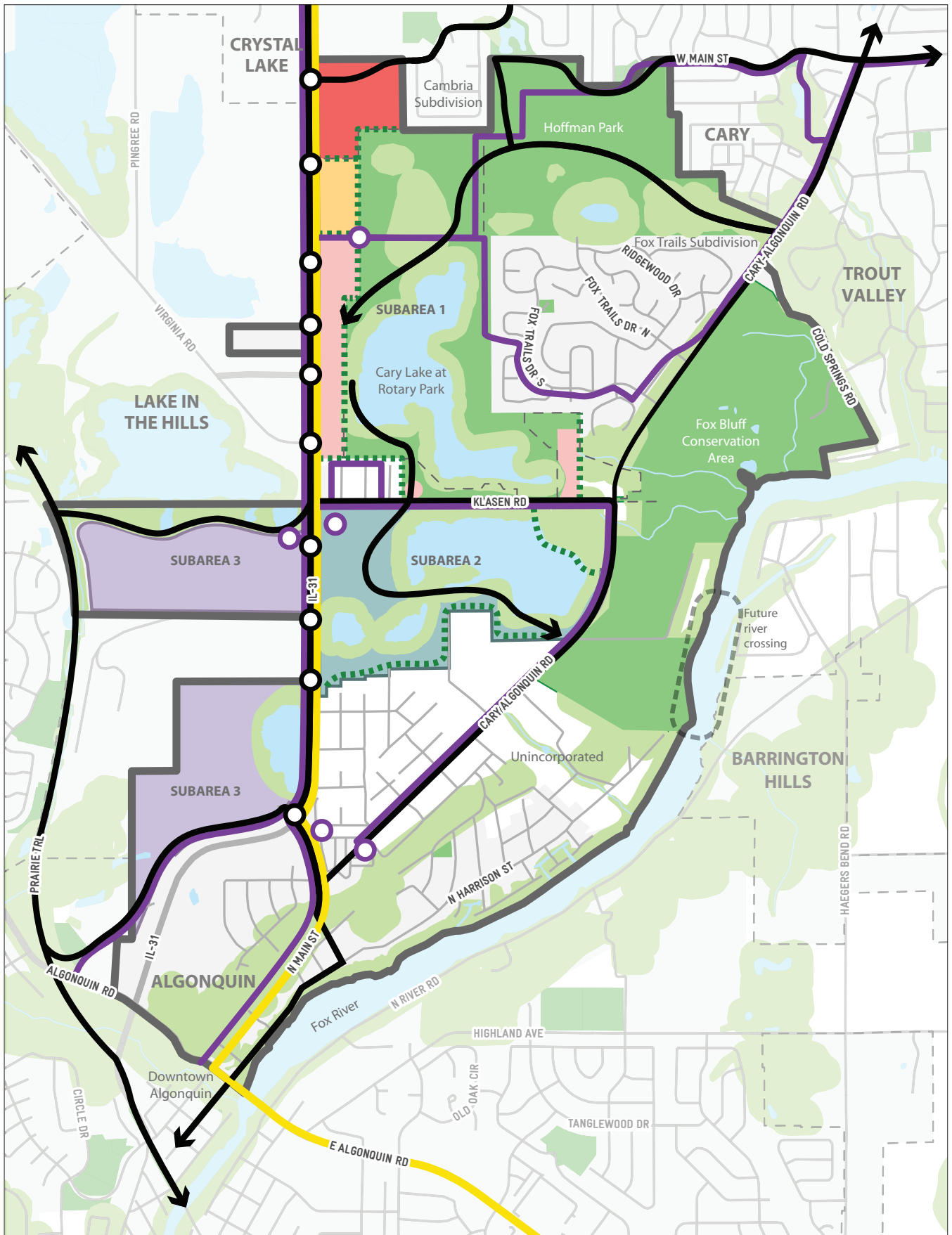
The framework plan includes:

- Future land uses and development opportunities over the short, medium, and long term. These designations are broad to provide flexibility for the Villages to respond to market dynamics and specific opportunities. See Chapter 3 for details on recommended land uses.
- Open space and green infrastructure network. These areas combine existing and proposed open space as well as recommended areas for conservation or restoration to protect and link important natural resources. See Chapter 4 for recommendations.
- Transportation and infrastructure improvements. These include bikeways and trails, new intersections and access points, intersection improvements, and transit service to enhance circulation between development, open space, and surrounding destinations. See Chapter 5 for recommendations.



Figure 4. Subarea 1 development concept illustration of Route 31 frontage and Cary Lake at Rotary Park

Figure 5. Subarea framework plan



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Commercial Focus on Damisch Farm. Coordinate redevelopment with New Haven Road extension and use native trees and vegetation to buffer development from Hoffman Park and Cambria subdivision.
- 

Flexible Commercial/Residential Redevelopment. Pursue near term opportunities in Subarea 1 that compliment Cary Lake at Rotary Park. Connect development and park through trails and green infrastructure like native plant buffers, grassland prairie, and oak woodland protection. Create four-leg intersection at Route 31 and Virginia Road to access development and future bus route.
- 

Hoffman Park Buildout. Explore market potential for recreation or commercial development along Route 31. Incorporate green infrastructure and trail connections in future development plans.
- 

Open Space and Recreation. Implement plans for new recreation amenities and habitat restoration at Cary Lake at Rotary Park, Hoffman Park, and Fox Bluff Conservation Area. Minimize impacts of future amenities on natural resources.
- 

Medium Term Redevelopment. Develop an open space and redevelopment concept plan for Subarea 2. Incorporate open space, recreation, and lake protection. Orient commercial development to take advantage of Route 31 access and residential development to compliment the lake and surrounding open space. Explore ways to connect this area with Cary Lake at Rotary Park, Fox Bluff, and surrounding development.
- 

Long Term Redevelopment. Explore market potential for office or light industrial in Subarea 3 before mining operations cease. Integrate Prairie Trail connector, open space, and lake restoration into future redevelopment plans.
- 

Green Infrastructure Protection. Expand natural resources through protected open space and sustainable development practices. These areas are identified in the McHenry County Green Infrastructure Plan to protect important resources like lakes, streams, wetlands, and oak woodlands.
- 

Native Plant Buffer. Use native trees and vegetation to buffer future development from residential areas, Cary Lake at Rotary Park, and Hoffman Park.
- 

Planning Area. The planning area extends from Prairie Trail to the west, Hoffman Park to the north, the Fox River to the east, and Downtown Algonquin to the south.
- 

Site Access. Build off the existing street network to create a more connected grid for all street users. Create a four-leg intersection at Virginia Road, coordinate Route 31 access to Subarea 2 and Subarea 3, and connect Subarea 1 and Subarea 2 across Klaser Road.
- 

Bike and Pedestrian Network. This conceptual network connects new development and open space in the subareas, the Prairie Trail, Hoffman Park, Fox Bluff Conservation Area, Algonquin and Cary downtowns, and Crystal Lake. See the Path and Trail Plan for the complete network.
- 

Future River Crossing. The North Algonquin Fox River Crossing is a proposed project in the McHenry County Long Range Transportation Plan to facilitate movement across the river and between Route 25/County Line Road and Route 31. The ultimate design of the road and bridge should provide access for people walking or biking across the river and a separate wildlife passage through Fox Bluff.
- 

Bus Corridor. The proposed Crystal Lake - Barrington Road bus route would provide regularly-scheduled weekday service between Virginia Road at Route 31 and Interstate 90 at Barrington Road. As the subareas develop, transit needs should continue to be assessed.
- 

Water and Sewer Expansion. Planning for expanded public water and sewer service should be coordinated with road improvements and future development. Coordinate near term water and sewer expansion with site redevelopment around Cary Lake at Rotary Park, Hoffman Park, and the Damisch Farm property, as well as land to the west in Lake in the Hills.

Chapter 3

LAND USE AND DEVELOPMENT



Goal: The land use plan promotes the expansion of open space and strategic development of key sites that balances vibrant and serene areas. New open space will provide enhanced recreation for residents and visitors, as well as habitat for plants and wildlife. Development opportunities will allow for a mix of services, amenities, and housing types that embrace the surrounding parks and lakes.

Redevelopment of the mining areas holds the potential to transform the planning area and create a new destination in Algonquin and Cary. Careful coordination and consideration of development proposals can ensure that the planning area redevelops in a sustainable and fiscally responsible way that maximizes the potential of the sites and meets the needs of current and future residents.

Key Findings

Coordination among key players. Coordinated planning across municipal boundaries can provide economic benefits to both Algonquin and Cary while creating a unique destination in the area. Coordination among many jurisdictions, including the villages, special service districts, and transportation agencies, will be essential to redevelopment of the subareas.

Excitement for new parks and open space. Cary Lake at Rotary Park is a significant added amenity to the area. Many stakeholders would like to see recreation and open space incorporated into the park and future redevelopment through amenities like a swimming beach, boardwalk, access for paddling activities, and natural areas.

Commercial potential linked to new residential growth. Economic development in the subareas could consist of new housing opportunities and complimentary commercial development. Market research was conducted to determine the feasibility of different types of development in the planning area.

Development impacts to surrounding neighborhoods. Neighbors are excited about the potential for boosted property values and new amenities, but are also concerned about parking, noise and light pollution, and encroaching development.

Funding and financing for long-term success. Many stakeholders were excited about the opportunity to transform the mining sites, but questioned how the Villages would pay for it. Financing, long-term funding, and maintenance of potential development and amenities need to be considered.

Market Potential

CMAP contracted with Kretchmer Associates and Kane, McKenna and Associates to conduct a market analysis of the development potential of Subarea 1 and Subarea 2. The two subareas were divided into five development sites which are referenced below and illustrated in Figure 6.

The results of the study refer to the potential for development without future approval by the Villages for subsurface mining, which is currently being planned and budgeted by LafargeHolcim, Ltd. for a long-term underground quarrying operation. According to brokers familiar with the area who were interviewed for the study, commercial and residential development prospects would be minimal if subsurface mining were to occur beneath these sites. If there is interest from either village to grant subsurface mining, more research could be conducted on the impact of underground mining as part of any potential entitlement process on the market potential in this area, including the outlook for new flex office/warehouse development atop such mining activities.

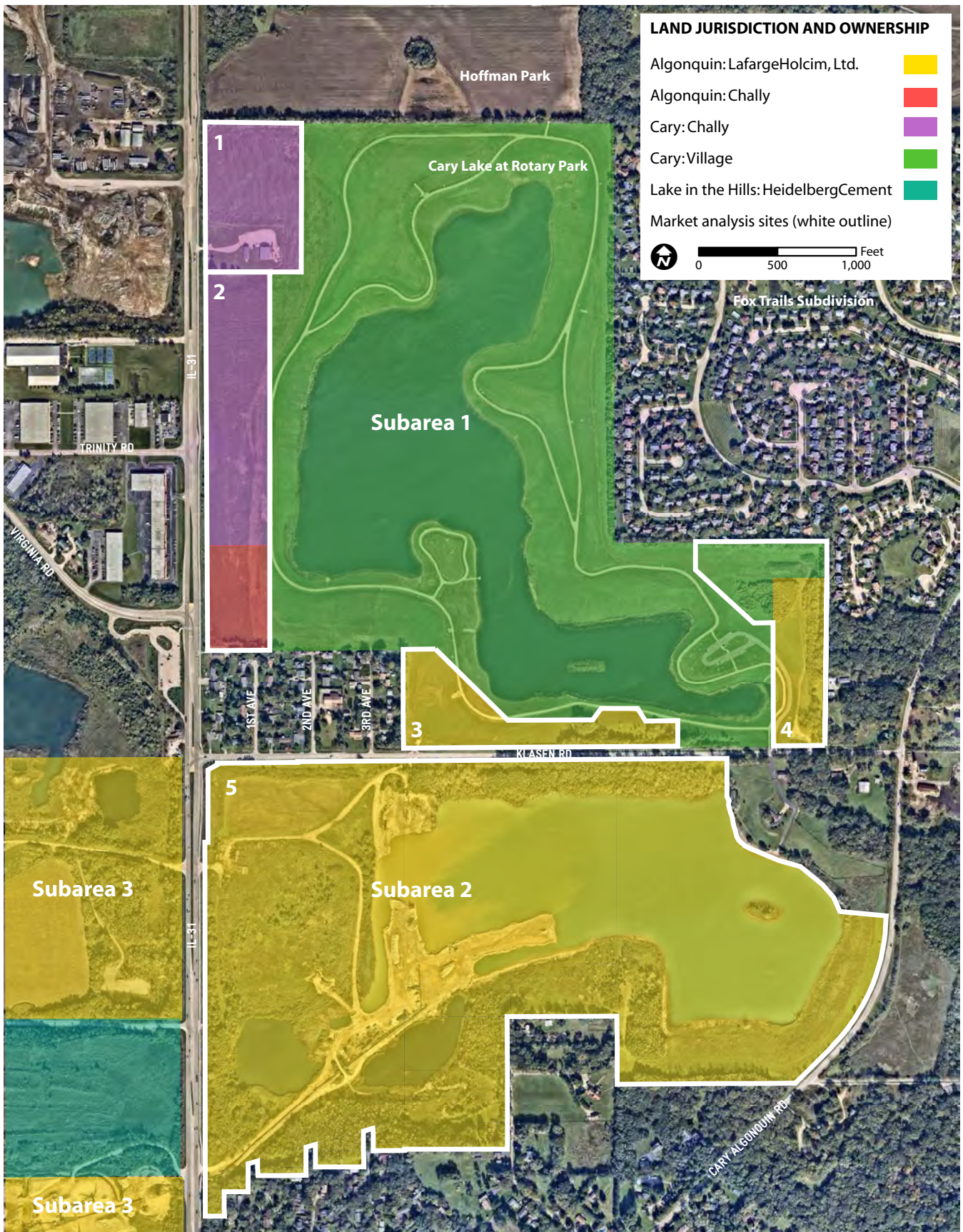
Based on data analysis and conversations with developers and real estate brokers in the area, the study found that residential use has the highest development potential in both subareas. Brokers are very positive about the market demand for residential development, including apartments, townhouses, single-story attached duplexes or ranch homes, and single-family detached houses. There is also demand for market rate and affordable housing for low- and moderate-income households targeting families, singles, empty nesters and seniors. High quality apartments can cater to a wide range of ages including those who are downsizing from single-family homes and young professionals.

If Subarea 1 were to develop within the next five years, residential will be the leading use. Depending on land availability, lower density homes like duplexes are most suitable on Site #4 near the Fox Trails subdivision, while apartments or townhouses are more appropriate along and buffered from Route 31 in Site #2. Site #1 provides more flexibility for a range of residential types given its depth from the highway. Site #3 could also be developed for a range of housing types, however, moderately steep slopes will significantly limit the development footprint (see Figure 8 on page 26).

The potential to attract commercial development to the subareas without adding a significant amount of new households to the area is limited. Competition from commercial clusters in Crystal Lake, Downtown Algonquin, and along Randall Road will make it challenging to attract new businesses without increasing residential density. While the commercial market findings indicate limited interest, the study did acknowledge that a gas station with a convenience store could likely be supported at current residential densities based on traffic counts on Route 31 and Klasen Road.

As new housing expands in the subarea, more attractive and inviting commercial development could follow. Retailers and restaurants will have a better chance of success with more nearby residents and with active recreational uses in the park. A small scale (10,000-15,000 square foot) shopping center with multiple spaces for restaurants, service-oriented retail, and small offices for local service providers could occur if it accompanies residential development to generate sufficient demand. Attracting a specific destination entertainment use like an event space with a seasonal café or an adventure park is possible, particularly if Cary Lake at Rotary Park or Subarea 2 (Site #5) develops into a significant recreational attraction. However, it is difficult to gauge general potential without making that “golden” connection to the right person who believes in the area and wants to invest.

Figure 6. Jurisdiction and ownership of market analysis sites

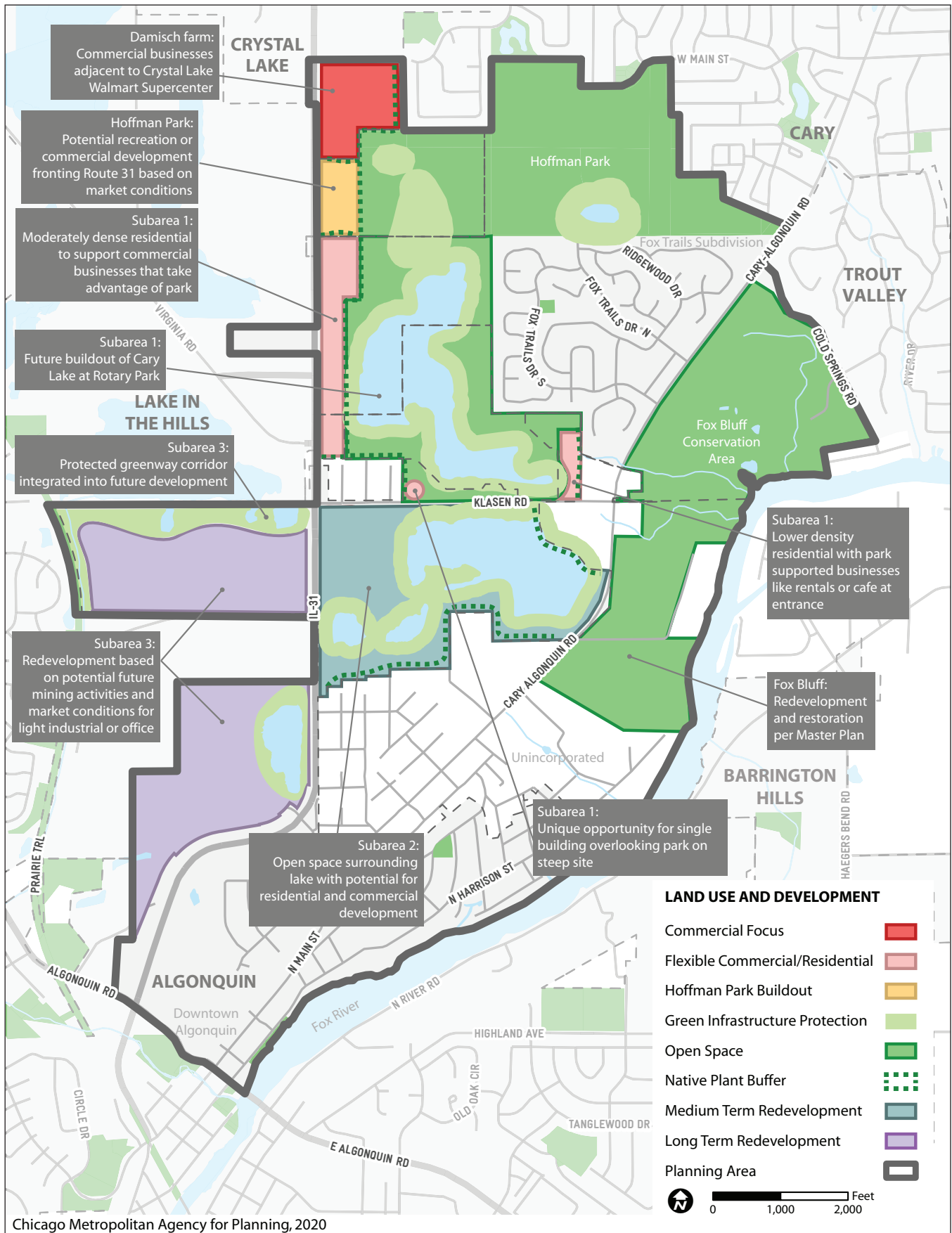


Chicago Metropolitan Agency for Planning, 2020

Recommendations

The land use and development plan identifies future land uses and development opportunities over the short, medium, and long term. Market realities and site conditions, such as steep slopes, help inform what could be supported in the future. Recreation opportunities stem from existing plans and green infrastructure protection enhances the natural environment of the area. See Figure 7 for detailed opportunities.

Figure 7. Land use and development plan



3.1 Establish advisory committee to continue collaboration.

Through the partnership established between the Villages of Algonquin and Cary to develop this plan, the planning process has been a testament to the benefits of multi-jurisdictional planning and coordination. The involvement of LafargeHolcim, Ltd., Cary Park District, McHenry County, McHenry County Conservation District, and others has been crucial to plan for the future of the planning area as well.

Collaboration between these partners, in addition to the Village of Lake in the Hills and other property owners, should continue. The existing project steering committee could become a long-term advisory committee along with other key stakeholders in the area who should be involved. The committee's charge should be broad and defined for long-term engagement, as mining activities may continue in Subarea 3 well into the future. It will be important for the Villages of Algonquin and Lake in the Hills, LafargeHolcim, Ltd., and HeidelbergCement, in collaboration with McHenry County Conservation District, to coordinate the long-term development of Subarea 3 and the surrounding land. Having clear lines of communication between stakeholders will allow for a smoother transition to a future land use as well as coordinated development.

View of Site #3 from Cary Lake.



3.2 Update ordinances to facilitate desired development.

Assessing development proposals for the mining sites should consider how the development helps achieve the vision for the planning area. The design principles presented in Chapter 2 express the look and feel that the community would like to see. There are several strategies that should be allowed and encouraged, which follow the subarea design principles and can help realize the long-term vision.

- Concentrate commercial development at park entrances and main access points to create attractive, vibrant gateways. Locate smaller-scale retail and businesses to service park-goers, such as recreational equipment, rentals, concessions, or an event space around entrances to draw in visitors and provide an amenity-rich park experience.
- Cluster residential development to create a unique setting around the lakes. Development that is oriented towards the water and park will be more marketable due to the scenic views, recreational amenities, and open space benefits. Clustered and conservation development also preserves and enhances high-quality natural resources and minimizes infrastructure maintenance costs. Encourage high energy efficiency standards and solar power to reduce greenhouse gas emissions.²
- Design buildings and sites to take advantage of the lakes and provide public access to the water. Buildings should be designed to have two fronts, one toward the street and the other toward the lake to create attractive and inviting spaces from both sides.



Two examples of residential developments oriented around water: 444 Social Apartments in Lincolnshire, IL (top) and Lexington Row at Port Clinton Place, Vernon Hills, IL (bottom).

Source: Kretchmer Associates

Highlight: Housing choice excerpt from Making Room: Housing for a Changing America (AARP, 2019)³

“We have only three basic types of residences: apartments, townhomes, and single-family houses. What’s truly lacking is affordability, adaptability, and variety to meet the diverse and changing needs of individuals and families.

A key message of Making Room is that a wider menu of housing designs and layouts would enable people to find housing they can afford, and this is especially true for underserved populations, such as single-occupant households.

A truly livable community includes a range of housing options – at various price points – and allows for different types of housing...

Few homes are able to meet all of an individual’s or household’s needs over a lifetime. But if housing can adapt to its residents’ needs during differing ages and life stages, fewer people will be forced to leave the homes and communities they love.”

Making Room is a free publication with resources for residential builders and designers, community leaders, and the general public on how to provide housing options to better serve people of all ages and needs.

- Allow for different styles of housing than what is currently available in the market area, including one-floor only living, apartments and townhomes, and more affordable, family-friendly development.
- Encourage shared parking to limit impervious surface and reduce the overall cost of construction. Right-size parking areas to ensure adequate parking space and avoid parking that overflows into existing residential neighborhoods. Parking areas should be designed with pedestrian scale lighting, appropriate screening, interior landscaped islands and walkways, and other pedestrian-oriented design elements.
- Capture rain where it falls. Providing stormwater management for new development is important to maintain the water quality of the lakes and groundwater. Integrate stormwater management into the design of buildings, streets, parking, and landscaping (see Recommendation 4.5).
- Use natural buffers between new development, park amenities, and existing neighborhoods. Trees and natural features will enhance the area by providing an intimate sense of place, noise and light mitigation, and an appropriate separation of uses. Natural grasses and vegetation will provide habitat for wildlife and stormwater management.
- Connect development with the local and regional trail and path network. Incorporating trail and path connections into new residential developments will expand residents’ living space, providing access to a significant recreational amenity while making clustered development more appealing. Connections to commercial development will allow easy access between these areas.

Both Villages should assess their respective zoning codes and subdivision ordinances to facilitate the type of development desired by the community. This may entail determining the zoning district that is most conducive to allow clustered development while offering flexibility in use and density. The Villages should also review bulk standards, which limit heights and setbacks, as well as landscaping standards and conservation/cluster development requirements (see Recommendation 4.3). Subdivision ordinances should be reviewed to ensure public access to pedestrian and bicycle facilities is integrated into the site.

For Subarea 1, the Villages could regulate part or all of the developable land as a planned unit development (PUD) whereby a developer submits applications to both communities for approval. This could work particularly well for Site #2 (Route 31 frontage), which spans both communities. Subarea 2 and Subarea 3 should also be regulated as a PUD, with the potential for coordination with the Village of Lake in the Hills in Subarea 3 depending on the timing of redevelopment. In the short term, Algonquin and Cary should work together to determine how this approval process could be coordinated. See Recommendations 3.4 and 5.5 for strategies to coordinate economic development initiatives and infrastructure financing.

Site #2 (Route 31 frontage) development concept illustration.



3.3 Develop conceptual site plan for Subarea 2.

Gravel mining in Subarea 2 is expected to cease within the next few years. Spanning approximately 191 acres, this land has the potential to accommodate a variety of land uses. LafargeHolcim, Ltd. has begun to build up approximately 34 acres along Route 31 to make it suitable for redevelopment. The large lake and surrounding land present a unique opportunity for restoration and recreation and to explore options for development that compliments the surrounding area.

The subarea planning process initiated a conversation with residents and other stakeholders on what this area could be in the future. Some ideas include a nature preserve for birding and outdoor education, a recreation area or adventure park, lakefront condominiums, a wedding venue, businesses with outdoor seating, and repurposing existing gravel mining equipment as a reminder of the site's legacy.

It also examined the market potential for commercial and residential development over the next 10 years. Similar to Subarea 1, the land along Route 31 was considered most feasible for residential and commercial development, with commercial situated near the highway and residential set further back into the site to take advantage of the lake and open space amenities. There could be potential to develop the site into a significant recreational destination such as an adventure park.

Subarea 2 looking west from Cary Algonquin Road.



With surface mining activities nearing a close, the Village of Algonquin, in collaboration with LafargeHolcim, Ltd., should take the next step to develop a conceptual site plan for the property. Conceptual site plans provide detail as to the type and form that development and open space could take. Often times two or three options could be developed to have stakeholders weigh in on the preferred option or combination of options.

The conceptual planning process should:

- **Incorporate input obtained thus far.** The subarea planning process solicited opinions on future development and amenities that could be considered for the area. Building on past engagement can take advantage of existing momentum, reaffirm the desires of the community, and streamline the process.
- **Build on recommended development and improvements in Subarea 1.** The plan should acknowledge potential park improvements and commercial and residential development in Subarea 1, including future access drives from Klasen Road. The lake could provide complementary but different recreational uses than Cary Lake at Rotary Park.
- **Target outreach to neighbors.** The Village of Algonquin should engage nearby neighborhoods in Algonquin, Cary, and unincorporated McHenry County in the development of a conceptual site plan. This will allow for current residents to shape the future of the land that surrounds them and help garner support for future redevelopment.
- **Incorporate design principles for the subarea.** The design principles express the look and feel that the community would like to see. The conceptual site plan should explore ways to incorporate strategies like clustered development, natural resource preservation, open space expansion, and trail connectivity (see also Recommendation 3.2 and Recommendation 4.2). It should also explore how the history of gravel mining – its impact on the land and role in helping to build the Chicago region – could be incorporated into future development.
- **Build on annexation agreement.** Reclamation plans establish the process and terms for reconvertng land, such as a closed mining site, to productive uses between current and future landowners. In 2009, the Villages of Cary and Algonquin approved a reclamation plan for Subarea 1 with LafargeHolcim, Ltd. before mining activities ceased. The 2016 schematic design plan for what is now Cary Lake at Rotary Park formed the redevelopment plans for the site, including grading and landscaping (see Figure 8).

There could be interest from LafargeHolcim, Ltd. to enter into a similar agreement for Subarea 2, where the lake and surrounding land is deeded to the Village of Algonquin for park or open space and the developable frontage property is retained for private development. The Village of Algonquin should work with LafargeHolcim, Ltd. to build on the existing annexation agreement as part of the conceptual planning process. This will ensure alignment between the agreement and the community’s desired future for the site.

3.4 Establish goals for economic development initiatives.

Many governments provide economic development incentives to specific businesses that already intend to locate within the region or submarket. Officials use incentives to subsidize revenue-generating development, compete with other jurisdictions, or compensate for weak spots in their overall business environment. This activity can result in public expenditures for limited economic gain.

At the same time, many communities do provide incentives to developments that meet local and regional goals such as increasing particular types of employment, promoting infill, remediating brownfields, and encouraging mixed-use development. Given limited fiscal resources, Algonquin, Cary, and nearby communities should coordinate to support regionally beneficial industries and target incentives for development of regional and local economic benefit. In addition, tax sharing agreements between local governments, which pool revenue generated in an area together and disburse it between the municipalities, taxing districts, or other parties as per the agreement, are an innovative approach to economic development coordination. They diminish the interest in using incentives to encourage development in one jurisdiction over another.

Economic development incentives can help the Villages realize the plan's goals for development in the subareas. The market analysis found residential development to be the most market-feasible land use in the near term and that any significant commercial development is contingent on increasing the population of the area. Even the most market-friendly development opportunities, such as residential, will likely require the use of financial incentives to help offset the costs of site preparation and infrastructure improvements.

Before establishing financial incentives, both Villages should assess the advantages and disadvantages of subsidizing development in the subareas against their respective economic development goals and priorities, including commercial development in other locations within their jurisdictions. More information on financial tools is available in Appendix B.

Guidance for tax increment financing and other incentives

Tax increment financing (TIF) allows certain eligible redevelopment project costs to be funded by the property tax revenues that are created from increases in real estate values. It is not recommended to use TIF as a means to attract commercial development without sufficient market demand. This can result in public expenditures for limited economic gain and potential overbuilding, but also incentives usually are not sufficient to make up for a weak market. A more prudent strategy would be to prioritize resources on market feasible development.

If designating a TIF district or business district,⁴ in the case of retail, is determined to meet the Villages' goals, it should only be established once developer commitments are obtained. TIF districts should be structured intentionally to ensure that transfers to the school districts are calculated to account for the fiscal impact of residential development in the TIF. The Villages should share such proposals with the local school districts for review and comment.

The Villages should also consider mechanisms to finance long-term maintenance and management of new infrastructure. This could take the form of a special service area⁵ or a special developer agreement (see Recommendation 5.5 for more information).

Explore tax sharing agreement

Development of residential, commercial, and open space should be complementary and coordinated. Municipal competition for certain businesses or types of development in the planning area will not serve the broader community. Rather than spending resources to attract a business to a site in one jurisdiction over another within the subareas, cooperation could allow the Villages to focus their efforts on covering only the amount necessary to deal with any extraordinary development costs.

Algonquin and Cary can reduce costs by sharing revenues from specific developments. Developing a tax sharing agreement for Subarea 1 and Subarea 2 would help promote complementary development and ensure both Villages receive the full benefit from collaboration. In the future, Algonquin could work with Lake in the Hills on a similar agreement for Subarea 3 and adjacent land, if appropriate.

When exploring the potential, Algonquin and Cary should consider revenue and expenditures, including long-term maintenance of infrastructure, the possibility of collaboration to build out utility services to the subareas, and the rules of engagement on competition and revenue sharing. The Villages should work with CMAP to convene a meeting to start a conversation around tax sharing.

Case study: Northern Lake County

The Villages of Beach Park, Winthrop Harbor, Wadsworth, and Zion have an intergovernmental agreement to pursue joint economic development projects. The agreement allowed the four communities to hire a shared economic development coordinator to market their municipalities as one, with the caveat that all four will benefit from any sales tax earned by businesses the new coordinator brings to the area.

“Instead of competing for the same retailers who are trying to pit us against each other to get the largest incentive, we decided to look at ourselves as one market area,” said Jon Kindseth, former Village Administrator of Beach Park. “It really breaks down that competition and ‘race to the bottom’ between municipalities.”⁶



Village of
Beach Park



VILLAGE OF COUNTRY LIVING
WADSWORTH
ILLINOIS

Case Study: River Point District⁷

The River Point District is an initiative by the City of La Crosse, WI to brand, market, and promote the master-planned development of a sustainable, mixed-use waterfront neighborhood on 65 acres of formerly industrial land. Working with WiRED Properties, a Milwaukee-based master developer, they created a forward-looking brand for the area, including a new neighborhood name, logo, and website with information specifically targeted towards investors, developers, businesses, and residents. The brand gives what was formerly an undefined area a recognizable identity that can be referred to in promotions and conversations.



3.5 Market the sites to developers, brokers, and users/tenants.

The subareas have significant development potential. Cary Lake at Rotary Park is an incredible new asset and the sites are within three miles of Cary Metra station. However, they are also situated on the outer fringe of both communities and have a legacy of surface mining. A comprehensive approach to create an identity for the planning area and sell that image to potential developers, brokers, and users will help the Villages realize the vision.

- Develop a brand to market the subareas. Currently, the area lacks a recognizable identity beyond ‘the quarries’ or references to the surrounding roads. Development of a brand for the area, which could encompass all of the subareas with their own sub-brands, helps give the area a sense of place. A brand is a shorthand way for potential developers, business owners, and residents to easily understand where the area is located and why they should want to move or invest there. Sub-brands can help put into context the phasing of development across the mining sites and give each a distinctive, but related, identity to the neighboring areas and developments.
- Conduct outreach to potential developers and users/tenants. Attracting developers to the area is necessary and should be done in partnership with LafargeHolcim, Ltd. and other private landowners. The Villages can do this by attending local developer meetings and conferences to market the opportunities present and identifying nearby local businesses with an interest in expanding or relocating near significant recreational amenities. Outreach efforts should also target developers and landowners with experience in conservation design, recreation, and commercial uses to gauge development interest. Depending on how development emerges and evolves in Subarea 1, subsequent outreach for Subarea 2 and Subarea 3 may require a more active or passive approach.

3.6 Assess fiscal impact of proposed site improvements and developments.

Lack of understanding of long-term expenses leads to a mismatch between needs and costs, resulting in increased taxes or fees or declining services and infrastructure. Before approving any proposed development, the Villages should perform a fiscal impact analysis of the proposal. While utilizing financing options like TIF is recommended to offset the costs of residential development, they should not be used before conducting a more thorough development cost analysis of specific proposals.

There is considerable development potential in the study area. However, it is in a community's best interest to understand the full cost of the fiscal impact of new developments to their budgets. When considering proposed developments a fiscal impact analysis should be conducted to ensure the development is fiscally responsible and a net benefit for the community. A fiscal impact study can review the impacts of potential tax or other financial incentives and review the necessary site improvements like road access, water, sewer, and electricity. The Villages could establish a joint contract to hire a consultant with fiscal impact expertise to serve development proposals in both communities.

3.7 Coordinate site preparation for commercial development and park infrastructure.

Entrance roads to Cary Lake at Rotary Park will draw people off of Route 31, making lots lining these new streets appealing candidates for development such as recreation-oriented businesses and concessionaires. As a first step, the Villages should coordinate site preparation efforts for small-scale commercial development when developing park infrastructure. This could include laying water and sewer lines concurrently with access road construction and building slips for new development entry and exit along the streets (see also Recommendation 5.1 and Recommendation 5.5).

3.8 Assess market potential of Subarea 3 before mining operations cease.

The future of Subarea 3 will depend on a variety of factors such as the duration of mining activities and the real estate market potential at the time. Based on the intensity of use at this site and depending on market conditions, the Village of Algonquin is interested in developing a business park or light industrial area upon the completion of surface mining operations.

The Village of Algonquin, Village of Lake in the Hills, LafargeHolcim, Ltd., and HeidelbergCement should work together to assess the long-term market feasibility of the area and determine appropriate future land uses. The market feasibility study would be best conducted within one or two years before mining activities cease.

The northern edge of Subarea 3 has significant existing natural resources and is the location of a possible proposed protected greenway corridor. As surface mining is phased out, this area should be a priority for preservation and enhancement of green infrastructure and stormwater mitigation. Initiating a concept planning process, in conjunction with a market analysis, would help ensure suitable sites are made available for future development, important natural resources are protected, and a connection to the Prairie Trail is explored.

Chapter 4 OPEN SPACE AND ENVIRONMENT



Goal: The open space and environment plan promotes the protection of natural resources through conservation, restoration, and sensitive development practices. It also takes advantage of the lakes and surrounding area to provide a unique recreational experience for residents and visitors alike. Recreation amenities and programming, green infrastructure, and stormwater best management practices will maximize the environmental benefit of the area to the community for future generations to enjoy.

Open space and natural resources are some of the most important features of the planning area. In fact, assets like Hoffman Park, Fox Bluff Conservation Area, and the Fox River are among the region's conservation priorities. Connecting these natural assets through open space and native vegetation on public and private land vastly expands the benefits for nature, people, and the planet. The mining area restoration and development process presents a unique opportunity to protect and enhance the natural environment of the subareas, while creating an immense recreational asset and economic driver for the communities.

Key Findings

Support for recreation and lake access. Both communities would like to see recreation incorporated into the redevelopment of the subareas that provides year-round use, is accessible to people of all ages and abilities, and differentiates the sites from other parks in the area. Many stakeholders would like to see public access to the lakes. Feedback received on recreation amenities varies – some are in favor of more active amenities like a swimming beach and amphitheater, while others favor more passive amenities like hiking trails, kayak launches, and fishing piers.

Desire to expand habitat and protect scenic views. Stakeholders are enthusiastic about the idea of new public open space and believe that development should preserve the scenic views and enhance the natural resources of the communities. Redevelopment of the mining sites provides an opportunity to create new habitat for native plants and animals that link to existing resources in Hoffman Park and Fox Bluff Conservation Area.

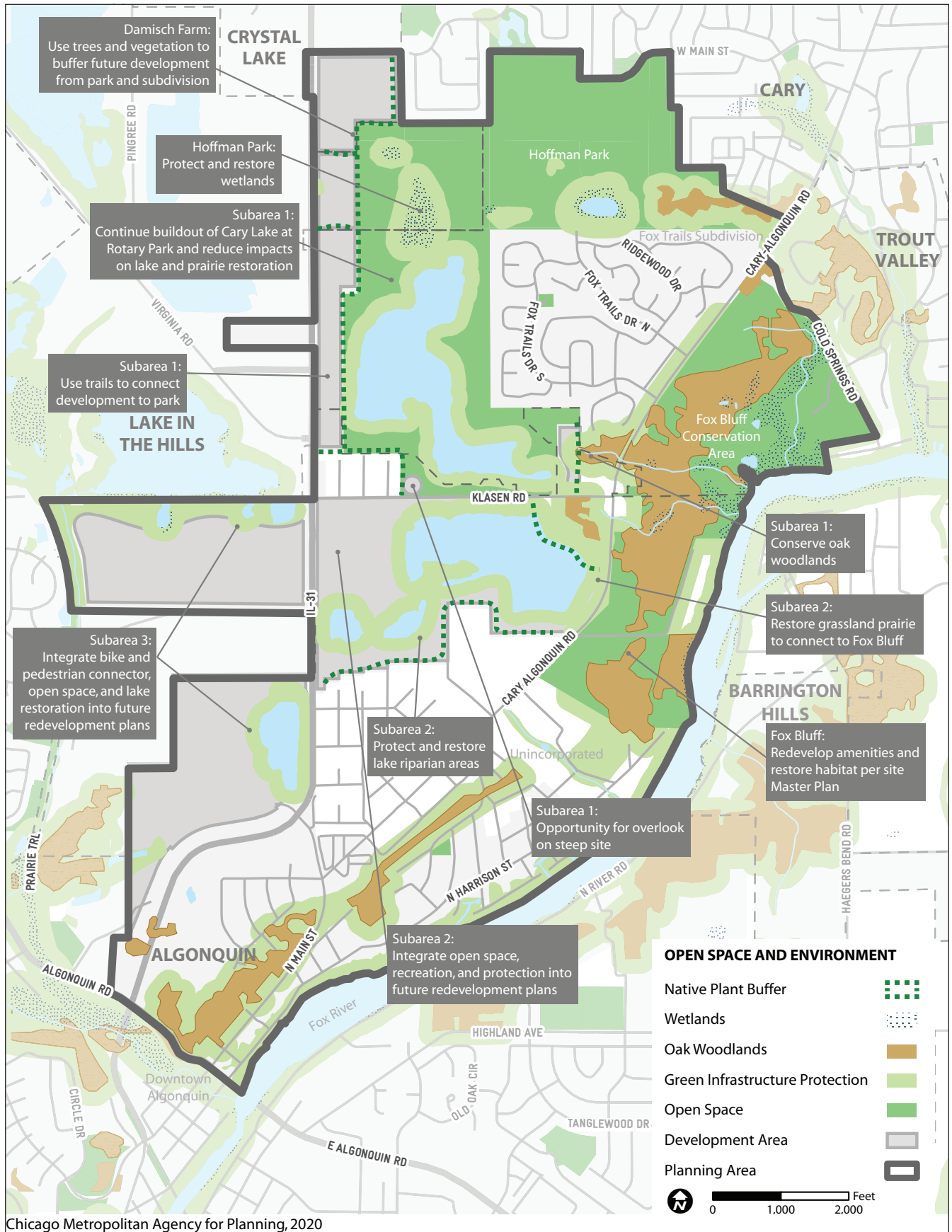
Importance of water quality protection. The mined lakes are likely connected to the local drinking water supply. Much of the subarea comprises highly permeable soils and geology that promote groundwater recharge but are also susceptible to contamination. Cary Lake at Rotary Park will provide stormwater management for future development in Subarea 1, which makes reducing and purifying runoff important.

Coordination with Cary Park District and McHenry County Conservation District. Hoffman Park has many features including a dog park, community garden, trails, and disc golf course. The master plan for Fox Bluff Conservation Area proposes new trails, canoe and kayak launches, and fishing access along the Fox River, with a proposition of a high-end camping experience being considered. Future planning decisions made by Cary Park District and McHenry County Conservation District could be coordinated with the Villages and the future of the mining sites to provide more of a unified recreational vision for the region.

Recommendations

The open space and environment plan identifies opportunities to expand parks, recreation, and green infrastructure. These areas combine existing and proposed open space as well as recommended areas for conservation or restoration to protect and link important natural resources such as wetlands, oak woodlands, and prairie. See Figure 8 for detailed opportunities.

Figure 8. Open space and environment plan



4.1 Assess short and long term needs for Cary Lake at Rotary Park

Cary Lake at Rotary Park is a new 198-acre park in the Village of Cary. Opened in September 2019, the park features over two miles of gravel paths, a kayak launch, fishing pier, picnic tables, grills, restroom, and parking lot at the park entrance on Klasen Road. The park is landscaped with native prairie and no mow grasses that provide multiple benefits. The naturalized landscaping creates new habitat for wildlife, protects the water quality of the lake and groundwater, encourages groundwater recharge, and captures carbon to reduce impacts of climate change. It also reduces maintenance by eliminating the need for mowing, which will result in cost savings for the Village while also reducing its carbon footprint.

These features are part of an overall vision developed by the community (see Figure 9). With the park now open for use by the public, there are several steps that the Village of Cary should take to plan for needs in the short and long term.

- **Establish a Cooperative Fishing Management Agreement with IDNR.** A sustainable fish population is essential for the lake. Resources exist through the Illinois Department of Natural Resources (IDNR) to help communities establish public fishing locations. The Village of Cary should work with IDNR to establish an agreement to work with a biologist to set limits and potentially stock the lake for fishing. The agreement allows IDNR to conduct a fish survey every few years, provide the Village with consultation and recommendations for stocking, fishing regulations, and habitat enhancement. It would also add the lake to IDNR's list of places to fish.



Educational signage on aquatic invaders.

- **Guard against aquatic invaders.** Aquatic invaders like zebra mussels cause damage to watercraft and equipment, harm native plants and animals, and reduce habitat for fish and other wildlife. This could create an unnecessary and costly burden for the Village if left uncontrolled. Cary should develop an approach toward managing and monitoring for aquatic invasives at Cary Lake. This could entail restricting use of personal watercraft or allowing personal watercraft under certain conditions. If personal watercraft is permitted, the Village must have a mechanism for inspection or cleaning, as well as ban “live” bait like minnows and other aquatic creatures, and educate the public through signs and campaigns. The Village could charge a launch fee to cover the increased costs of inspecting and cleaning. See the Illinois-Indiana Sea Grant’s Transport Zero program⁸ for local resources.

Figure 9. Schematic design concept for Cary Lake at Rotary Park



Source: Village of Cary and Hitchcock Design Group, 2016.

- **Continue to conduct outreach on park amenities.** Taking an incremental approach toward park build-out gives users a chance to weigh in on future amenities, while also allowing the Village to budget for maintaining and managing a park of its size. Park users are already taking the path of least resistance by launching their kayaks closer to the parking lot instead of the designated area much further away. Being nimble in the design and rollout of improvements could lead to a better experience that is informed by the people who use them the most. The Village should seek opportunities to solicit feedback from park users and engage them in the planning process for future improvements. Companies like Opinionator can provide the Village with a platform to receive real-time feedback from park users.

- **Mitigate impacts of future amenities.** The mine’s reclamation process invested in the restoration of the prairie landscape that historically covered much of northeastern Illinois. These grasses help protect Cary Lake and the local groundwater supply by filtering out pollutants and encouraging groundwater recharge. Future recreational amenities such as a swimming beach, amphitheater, mountain bike course, and parking lots should be designed to reduce their environmental impact and contribute to the overall sustainability of the park. This should include sustainable shoreline stabilization measures to prevent erosion increases and anticipate potential fluctuations in lake levels.

Disc golf course and native landscaping at Hoffman Park.



- **Develop strategy for long-term maintenance and management.** The park and any new amenities require funding for maintenance and management over the long term. As planning around build-out continues, the Village of Cary should convene relevant stakeholders, like the Cary Park District or similar organizations, to help develop a viable strategy for maintenance and management of the natural and built environment, discuss potential changes in ownership in the future, or intergovernmental agreements for shared programming and development of the park.
- **Explore potential public private partnerships.** The Village has already established a partnership with the Rotary Club of Cary-Grove to construct a pavilion near the existing parking lot. A developer or private business may have interest in partnering with the Village to manage, program, or operate elements of the park, which could help attract private development to the area. This also helps address potential funding questions regarding long term operations and maintenance of constructed recreational facilities.

There may be an opportunity for Cary and Algonquin to jointly pursue a public private partnership for Site #4 at the main entrance to Cary Lake at Rotary Park on Klasen Road.

Case Study: Saganashkee Slough Boat Launch

The Forest Preserve District of Cook County has a partnership with the recreational equipment retailer REI. REI partners with the District at the Saganashkee Slough Palos Preserves by offering canoe and kayak rentals at the Saganashkee Slough boat launch, funding the installation of signage and wayfinding throughout the 15,000-acre Palos Preserves complex, and organizing and promoting events for their customers to experience the preserves. REI uses a mobile trailer on site to house the canoe and kayak rentals and other equipment.



Source: Jim Phillips

4.2 Consider parks, open space, and recreation in conceptual site plan for Subarea 2.

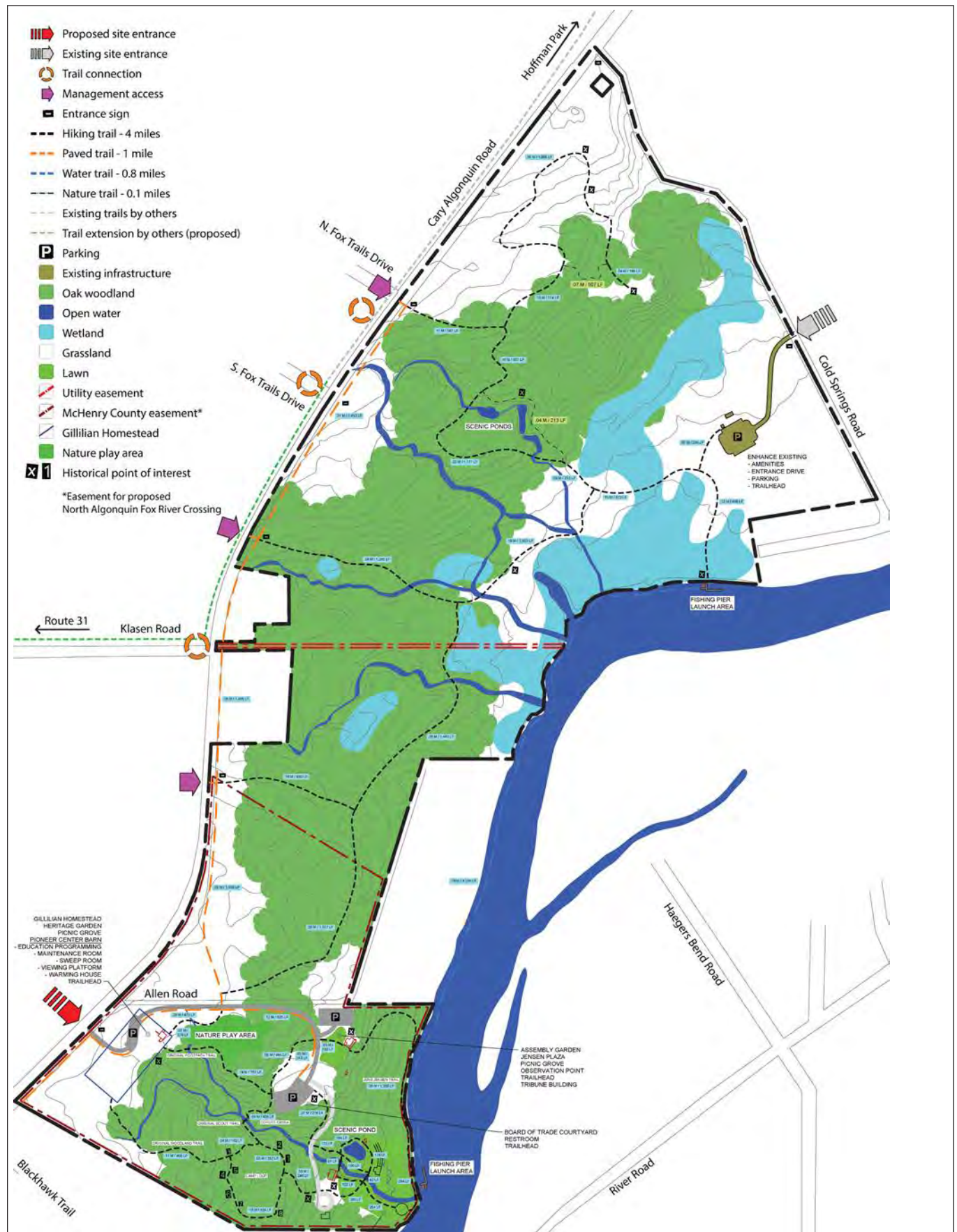
The lakes and surrounding land present a unique opportunity to protect natural resources and expand open space. If this area were protected, it would create a concentration of high quality natural areas linking Cary Lake at Rotary Park, Hoffman Park, Fox Bluff Conservation Area, and the Fox River, supporting habitat for biodiversity, groundwater recharge, and carbon sequestration. To build on community support expressed for public use and environmental protection, the conceptual planning process should:

- Balance conservation, recreation, and potential development that embraces the lakes. Integrate conservation into development sites through planting native trees and vegetation and incorporating green stormwater practices (see also Recommendation 4.5).
- Integrate public or private open space into development plans through cluster and conservation development and incorporate stormwater management practices (see also Recommendation 4.3). Identify mechanisms for long-term management and maintenance of proposed open space.
- Examine surrounding land uses when exploring recreation potential. For example, active areas should be separated and buffered from existing neighborhoods. Passive areas should protect and restore existing natural resources. Consider amenities and proposed improvements in Cary Lake at Rotary Park and Hoffman Park as well as those identified in the Fox Bluff Conservation Area (see Figure 10).
- Anticipate potential fluctuations in lake levels in the design of recreation and other amenities. Collaborate with USGS and the City of Crystal Lake in ongoing efforts at Three Oaks Recreation Area to assess impacts of development on lake levels.



The development concept illustration for Subarea 1 (site #2) features a mix of open space and development, native plant buffers, and trail connections to Cary Lake at Rotary Park.

Figure 10. Fox Bluff master plan⁹



Source: McHenry County Conservation District, 2015.

- Explore opportunities to incorporate environmental education and the history of surface mining operations into the site design. This could include a walking tour or outdoor classroom with interpretive signs on the geography, geology, and hydrology of the site. It could also describe the history of gravel mining, its impact on the land, and subsequent restoration of the landscape for long-term protection.
- Identify ecological connections for plants and wildlife to migrate to surrounding natural areas. For example, the landscape plan can expand grassland prairie habitat on the north side of the site to tie into Cary Lake and Rotary Park and include oak woodland and grassland areas to tie into Fox Bluff Conservation Area on the east side of the site.
- Incorporate physical connections for people to safely move between Subarea 2 and Cary Lake at Rotary Park without having to use a vehicle. This could potentially entail reclaiming the former tunnel between the two sites used for mining operations (see also Recommendation 5.2).



Educational sign featuring renewable energy features at Hoffman Park.

4.3 Promote conservation and cluster development.

Each redevelopment site represents an opportunity to limit the impacts of new development and enhance the natural features of the communities. The subareas are situated on soil and geology that is highly permeable, which promotes groundwater recharge but is also susceptible to contamination. The lakes, wetlands, prairie, and wooded areas provide multiple community benefits from groundwater protection and carbon sequestration to scenic beauty and recreation potential.

Conservation and cluster development takes advantage of these valuable resources by incorporating them into the development process. This method seeks to minimize disturbance to natural areas by clustering homes or commercial development on smaller lots and buffering them with native landscaping. This type of development protects open space areas for recreation, stormwater management, carbon sequestration, and groundwater recharge, as well as maintaining scenic views. Conservation design practices can also encourage other sustainable design elements such as orienting buildings to maximize the potential for passive solar.

Development ordinances for both Villages permit conservation and cluster development. The Village of Algonquin ordinance requires conservation design standards and procedures for sites that contain or abut sensitive natural resource areas, including McHenry County Natural Area Inventory (MCNAI) sites like Fox Bluff, high quality lakes, wetlands, native woodlands, and sensitive aquifer recharge areas.¹⁰ Given the extent of sensitive aquifer recharge areas, the Village of Cary should adopt similar protections for Subarea 1.

There are several strategies the Villages can use to promote conservation design practices in the subareas:

- **Utilize land use and open space plans to communicate conservation priorities for redevelopment.** The open space and environment plan highlights important natural areas, including water bodies and riparian areas, wetlands, and oak woodlands (see Figure 8). It also maps green infrastructure protection; a 200-foot buffer around these sensitive resources. The development of a conceptual site plan for Subarea 2 and Subarea 3 can reinforce the vision for development, environmental protection, connectivity, and recreation (see Recommendation 4.2).
- **Require identification of conservation areas in proposed developments.** The Villages could require that developers assess site conditions to identify buildable and unbuildable areas. Both Algonquin and Cary already require the mapping of streams, lakes, floodplains, wetlands, and other significant natural features in development plans. Unbuildable areas could include water bodies and wetlands, oak woodlands, and steep slopes (i.e. over 20 percent). The assessment could also identify existing structures, roads, and trails, and adjacent parks and open space. The Villages could use the resources mapped in Figure 7 as a starting point.
- **Amend conservation/cluster design ordinance.** An ordinance should specify which features, such as riparian areas, wetlands, and woodlands, must be set aside and protected. It could also require that a certain percentage of the remaining site be preserved as open space, as either public or private, and be connected to the local path and trail system.
- **Require conservation areas be protected in perpetuity.** For private open space, this can be accomplished by a deed restriction, a conservation easement, or a “fee simple” donation.



The Fox Mill development in Campton Hills utilizes conservation design, which concentrates homes on smaller lots to conserve open space. It was also designed to protect the quality of Mill Creek from the impacts of development. The community features 688 homes, 275 acres of open space, and 5.5 miles of bike trails.

Source: Fox Mill HOA



4.4 Explore potential to connect to the Prairie Trail.

The Prairie Trail (in McHenry County) and Fox River Trail (in Kane County) stretches over 66 miles from the Wisconsin state line to Oswego, IL. Making a connection to the Prairie Trail through the north section of Subarea 3 will require close coordination with various jurisdictions and property owners, including LafargeHolcim, Ltd., McHenry County Conservation District, Village of Algonquin, and potentially HeidelbergCement, Inc. and Village of Lake in the Hills.

The feasibility, timeline, and trail alignment will depend on a variety of factors, including the site's current use for mineral extraction, sensitive natural resources, and future redevelopment potential. Under current conditions, the trail would need to pass over or under the existing conveyor system that runs parallel to the Prairie Trail and services the HeidelbergCement site in Lake in the Hills. Trail impact on sensitive natural areas should be assessed to identify the preferred route.

If and when the connection is deemed feasible, it is recommended that the Village of Algonquin work with LafargeHolcim, Ltd. to establish a right-of-way easement under the Village's jurisdiction (see also Recommendation 5.2).

4.5 Integrate stormwater management, landscaping, and development.

Providing on-site stormwater management for new development is important to maintain the water quality of the lakes and groundwater to protect the health of the community's drinking water. It is also an important line of defense to protect communities from more frequent flooding as a result of climate change. Any development in the subareas, whether it be residential, commercial, or park, should consider how to reduce and manage stormwater runoff from the outset and integrate it into the site design.

Stormwater best management practices (BMPs) – such as naturalized drainage and detention, permeable paving, rain gardens, and green roofs – use vegetation, soils, and natural processes to purify stormwater runoff and recharge groundwater aquifers. Since most BMPs promote the use of native vegetation, combining stormwater management and landscaping can result in lower design, construction, and maintenance costs. Vegetated BMPs provide water quality pretreatment, are more resilient to increases in precipitation, and are easier to upgrade than gray infrastructure.

Integrating BMPs into the site design process can also help reduce the need for extensive site grading or maximize development footprints. For example, designing a parking lot constructed with permeable pavers and bioretention islands will reduce the need for detention elsewhere on site. At the same time, these practices provide additional benefits by improving air quality and public health, increasing habitat diversity and property values, and contributing to the area's visual image and identity.



A parking lot at the Morton Arboretum features permeable pavers and bioretention islands (top) and a vegetated swale filters runoff from a parking lot in Aurora, IL (bottom).

Source: Center for Neighborhood Technology

Development in Cary and unincorporated McHenry County must comply with the McHenry County Stormwater Management Ordinance, whereas development in Algonquin must comply with the Kane County Stormwater Management Ordinance. In both cases, there are several strategies the Villages can use to promote stormwater management that meets the vision for the subareas:

- **Utilize pre-treatment BMPs in development sites surrounding Cary Lake at Rotary Park.** Since the park was designed to receive runoff from the adjacent sites, new development should include BMPs that minimize stormwater volumes. Vegetative swales, bioswales, and bioretention can remove pollutants from runoff and reduce runoff volumes by promoting infiltration and evapotranspiration. These types of surface BMPs offer several advantages over underground pipes – they can be less costly, add to the landscape and overall aesthetics, offer education opportunities, and be more easily rightsized to accommodate increases in precipitation as a result of climate change.
- **Plan for regional stormwater management in Subarea 2 and Subarea 3.** The restoration and design process for Cary Lake at Rotary Park is a good example of how stormwater management could be incorporated into designated open space, provided that water quality BMPs are integrated into future development. The conceptual site plan for Subarea 2 should consider opportunities for regional stormwater management, such as vegetated buffers and naturalized drainage and detention that is integrated into broader plans for development, open space, recreation, and environmental education. The long-term development sites in Subarea 3 should take a similar approach and evaluate opportunities for shared stormwater systems with Lake in the Hills, as well.

4.6 Incorporate design principles and recommendations of the Subarea in Hoffman Park.

Hoffman Park is an immense asset to the Subarea. The 258-acre park currently features an accessible fishing pier, shelters, parking, restrooms, open dog play area, trails, and a community garden. It is also home to a unique prairie pothole wetland and 40 acres of woodland, savanna, and remnant prairie.

Cary Park District's 2016 Comprehensive Master Plan¹¹ recommends the development of a master plan for the park that would engage the community and determine appropriate recreation amenities for the future. The Comprehensive Master Plan also recommends that the District re-evaluate the market potential of the 80-acre frontage property along Route 31.

There are a few strategies that Cary Park District can employ to align future efforts with the design principles and recommendations of the plan:

- **Coordinate park improvements and long term maintenance with the Village of Cary.** Cary Park District should invite the Village of Cary and McHenry County Conservation District to participate in the master planning process for Hoffman Park to ensure improvements are coordinated, and not duplicated, between Cary Lake and Rotary Park and Fox Bluff Conservation Area. With these potential partners at the table, the master plan should also look at potential opportunities to coordinate funding and financing for long term maintenance. This could entail a shared maintenance agreement that leverages the unique assets of each jurisdiction.
- **Develop conceptual site plan for frontage property.** Whether this takes place as part of the master plan or as a separate effort, the future of the 80-acre frontage site should embrace this plan's design principles and recommendations, including cluster and conservation development, integrated stormwater management, sustainable and resilient practices, and general compatibility with Hoffman Park and Cary Lake at Rotary Park. Developing a conceptual site plan can assist in discussions with potential developers and help implement the vision for the planning area.

Hoffman Park frontage property.



Chapter 5

TRANSPORTATION AND INFRASTRUCTURE



Goal: The transportation and infrastructure plans promote a mix of mobility options and infrastructure investments to support future development. Road improvements will support increased automobile traffic and accommodate people of all ages and abilities, including those taking transit, biking, walking, and rolling (wheelchair, skateboard, scooter, etc.). Investments in bike lanes, sidepaths, and trails will expand the trail system in the Subarea. The Villages will plan together to coordinate utility expansion and ensure fiscally responsible development.

An enhanced transportation and infrastructure system will be essential as the planning area develops over time. Much of the land that is currently used for surface mining operations will take on new life, requiring improvements in the circulation and safety of all street users and infrastructure to support and serve new development. Investments in bicycle and pedestrian facilities and transit will offer low carbon alternatives for getting around.

Key Findings

Good access from major roads. Route 31, Cary Algonquin Road, and Klasen Road serve the planning area with daily traffic counts of approximately 15,000, 5,000, and 2,300 vehicles respectively. Route 31 was recently reconstructed with four lanes and a center turn lane/median. Cary Algonquin Road and Klasen Road both have two lanes that are 11 feet wide. The mining areas have access from Route 31 and Subareas 1 and 2 have access from Klasen Road.

Proposed river crossing. The southern 116 acres of Fox Bluff Conservation Area includes a County Grant of Easement of Way which was secured at the time of acquisition, for a planned transportation corridor crossing the Fox River. While no alignment has been determined and no funding has been obtained, the agreement between the County of McHenry and the McHenry County Conservation District grants a 250 foot right-of-way through the site. Some stakeholders are concerned about an increase in traffic to the area and others believe that a new river crossing could reduce traffic on other local roads. Future planning efforts should consider elements to improve access to the planning area including biking, walking, and vehicular access.

Gaps in path and trail network. The Prairie Trail and Route 31 sidepath are two regional trails that connect Algonquin and Cary to other communities and destinations. Local sidepaths and trails also exist in Cary Lake at Rotary Park, Hoffman Park and the Cambria subdivision to the north of the planning area, and on a portion of Cary Algonquin Road. Improvements are needed along Algonquin’s Main Street, Cary’s Main Street, Klasen Road, and Cary Algonquin Road to increase safety for people biking between the subareas and both downtowns.

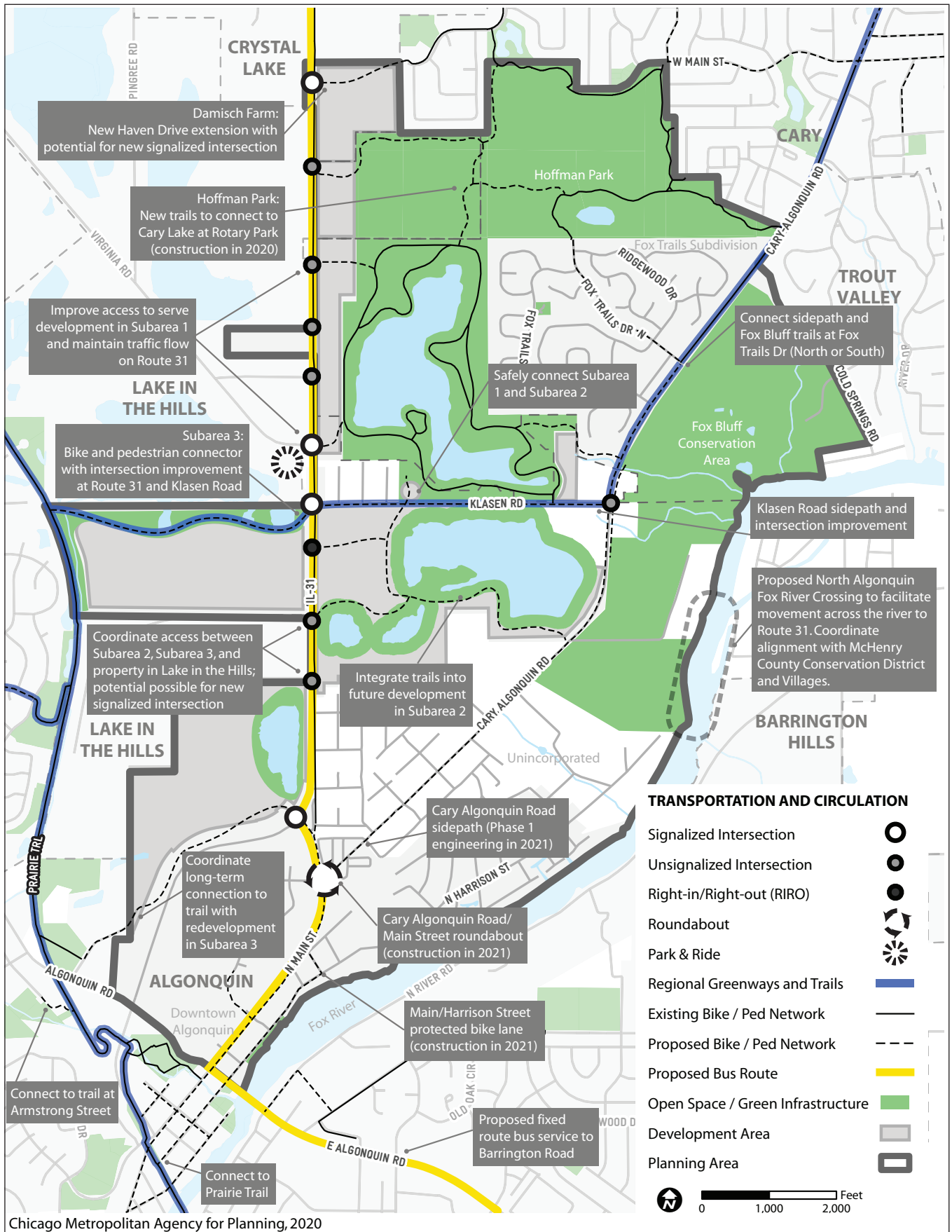
Need for water and sewer infrastructure. Both Villages have conducted studies and planning for extending public water and sewer to the subarea. Depending on the scale of development and potential for shared infrastructure, the existing system may require upgrades to adequately serve the subareas.

Multiple jurisdictions and service providers. The roads, public utilities, and private utilities that are required to serve new development are owned by different entities. Coordination between jurisdictions and service providers will be important to ensure efficient infrastructure provisions and long-term maintenance and management.

Recommendations

The transportation and circulation plan illustrates a conceptual bikeway and trail system that links development, open space, and surrounding destinations. It identifies key routes through the planning area and improvements such as new and improved intersections, access points, and transit service. Proposed traffic signals must meet applicable traffic signal warrants in accordance with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and, if applicable, IDOT's Strategic Regional Arterial guidelines. See Figure 11 for detailed opportunities.

Figure 11. Transportation and circulation plan



5.1 Improve road access and circulation.

Development sites and Cary Lake at Rotary Park.

Planning for access to the subareas should consider existing infrastructure, access management, and mobility for all street users. Utilizing existing infrastructure can reduce construction costs and disruptions and better integrate new streets within the existing road network. Access management balances traffic flow, while providing access to nearby properties through designing the location, spacing, design, and operation of driveways, median openings, and street connections. Following Complete Streets principles for new and existing roads will ensure the comfort and convenience of bicyclists and pedestrians and maximize the impact of road investments.

Access roads to new development should build off of the existing street network, use cross access, and share driveways to create a more connected grid. Intersections should be equipped with high-visibility crosswalks, pedestrian signals with countdown features, ADA-compliant curb ramps, proper lighting, and adequate “walk” times for people to cross the street. They should also be considered for bus stop placement as appropriate (see also Recommendation 5.3). Figure 10 illustrates recommended access locations from Route 31.



Examples of high-visibility crosswalks.

Source: Toole Design Group, Mike Cynecki, pedbikeimages.org.

- **Create cross access to Route 31 frontage sites in Subarea 1 and Lake in the Hills.** The Virginia Road intersection is signalized and provides a crosswalk between the sidepath and park and ride commuter lot, making it a good location to access the frontage sites in Subarea 1. Trinity Drive is another access point that could connect development on both sides of Route 31 and to Virginia Road. Further study and coordination with IDOT will be required.
- **Coordinate Route 31 access to Subarea 2 and Subarea 3.** There are three entrances into both mining sites from Route 31. The Village of Algonquin should work with McHenry County and IDOT, as well as Lake in the Hills to explore whether a new four-way intersection could be created through the one-mile stretch between Klasen Road and Main Street Algonquin.

Algonquin and Lake in the Hills should collaborate on planning internal road access to both sections of Subarea 3 and the HeidelbergCement property between them. This road network should also consider how to connect to Meyer Drive.

- **Connect Subarea 1, Subarea 2, and existing development.** The conceptual site plan for Subarea 2 should explore options for access from and across Klasen Road (see Recommendations 3.3 and 4.2). Access drives already exist into the mining sites just east of 3rd Avenue. However, extending 2nd Avenue and 3rd Avenue could be preferred to create a more connected grid. Creating a four-way intersection in this area would help people travel between the two areas by foot or bike, thus reducing traffic and parking demands.

A secondary route, which came out of the planning process, could utilize the existing tunnel beneath Klasen Road as a unique way of linking the two destinations. The feasibility of restoring and expanding the tunnel could be explored as part of the conceptual site plan development, in collaboration with LafargeHolcim, Ltd. It could also incorporate interpretive signage on the history of the gravel mining areas.



Route 31 and Virginia Road intersection.



Existing site access to Subarea 1 and Subarea 2 on Klasen Road.

Cary Algonquin Road at Main Street Algonquin Roundabout

A roundabout at Cary Algonquin Road and Main Street Algonquin is expected to be constructed in 2021. This improvement is being led by the Village of Algonquin in collaboration with the McHenry County Division of Transportation. The project will include new crosswalks, curb ramps, and connections for the planned Main Street protected bike lane. Once complete, it will improve circulation and safety at this busy intersection for all street users.

Figure 12. Roundabout engineering plan



Source: Village of Algonquin

New Haven Drive extension

Extending New Haven Drive in coordination with future development on the Damisch Farm property would provide direct local access between the Cambria subdivision, new development, and Route 31. The Cary Comprehensive Plan recommends creating a signalized intersection at Route 31, when needed, to accommodate future development and traffic needs. The Village should consider measures that deter through traffic, maintain low travel speeds, and ensure safety for people walking and biking, as well as extend a sidepath to connect to Route 31, a distance of approximately 1,400 feet. Other elements such as high visibility crosswalks and ADA-compliant curb ramps should be incorporated as well.

Engineering and traffic safety studies will be required to inform the road extension and intersection design. The Village of Cary should initiate preliminary studies well before the property is sold to give more certainty to prospective developers and ensure the road extension is incorporated into potential site plans.

Figure 13. New Haven Drive extension concept



Source: Village of Cary Comprehensive Plan



New Haven Drive terminus.

North Algonquin Fox River Crossing

The North Algonquin Fox River Crossing is a proposed project in the McHenry County Long Range Transportation Plan to facilitate movement across the river and between Route 25/County Line Road and Route 31.¹² The southern 116 acres of Fox Bluff Conservation Area includes a County Grant of Easement of Way, which was secured at the time of acquisition, for the future transportation corridor. While no alignment has been determined and no funding has been obtained, the agreement between the County of McHenry and the McHenry County Conservation District grants a 250 foot Right-of-Way east-west through the site.

McHenry County Division of Transportation and the McHenry County Conservation District will continue to collaborate to ensure the planned improvements in the Fox Bluff Master Plan and proposed road and bridge meet the future needs of the County while sustaining vital natural system's health and cultural integrity.

Before the project comes to fruition, McHenry County Division of Transportation should work with the Villages and McHenry County Conservation District to study the potential alignment. This will allow Algonquin and Cary to weigh in on how a new river crossing can be integrated into their plans for the area. Similarly, the Village of Algonquin should engage McHenry County Division of Transportation in the development of a conceptual site plan for Subarea 2 to consider future road improvements.

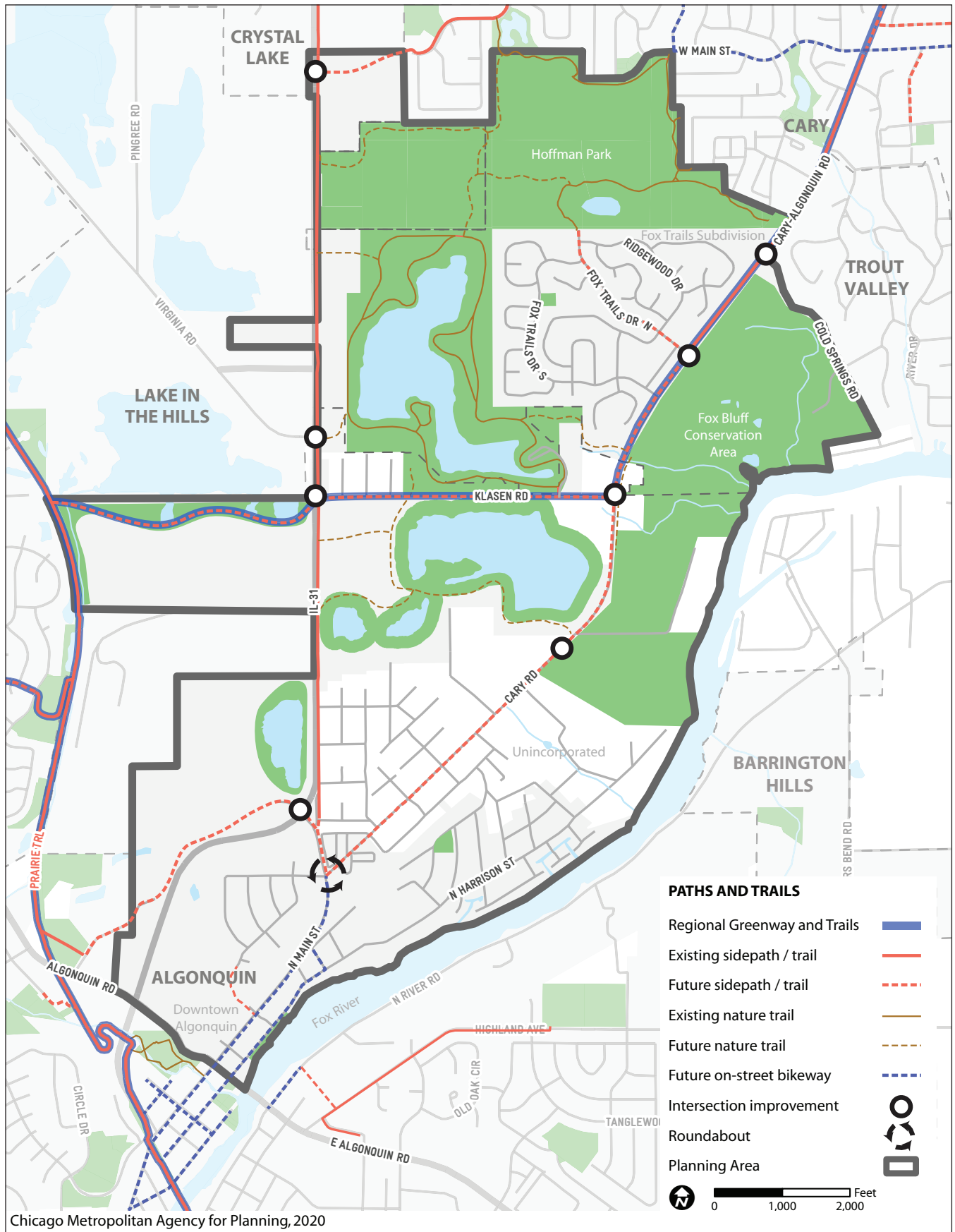
The ultimate design of the road and bridge should provide access for people walking or biking across the river to tie into the local path and trail network as well as provide a separate wildlife passage beneath the road as it passes through Fox Bluff Conservation Area.

5.2 Expand and connect trail and path network.

Linking redevelopment to the local path and trail network will allow people to access the area by foot or bike, thus promoting healthy and active lifestyles, creating recreation and economic development opportunities, reducing carbon emissions, and potentially reducing the demand for parking. Connecting the subareas to other destinations, including Algonquin and Cary's downtowns, Cary Metra station, the Prairie Trail, and Fox River will expand the regional trail system and benefit the community and surrounding area. The existing and proposed network is illustrated on Figure 14.

The Northeastern Illinois Greenways and Trails Plan, adopted as part of ON TO 2050, envisions a network of continuous greenway and trail corridors, linked across jurisdictions, providing scenic beauty, natural habitat, and recreational and transportation opportunities. To achieve this vision, CMAP has been using the regional greenways and trails plan to guide funding decisions for the Transportation Alternatives Program (TAP). Several routes are proposed through the planning area, including Cary Algonquin Road, Klasen Road, and the Prairie Trail connector through the north section of Subarea 3, which would qualify for funding through TAP among other sources.

Figure 14. Path and trail plan



Cary Algonquin Road and Main Street Algonquin/Cary

Cary Algonquin Road is an important arterial that connects Main Street Algonquin, the Subarea, and Main Street Cary. It is identified as a key route in the regional greenways and trails plan to connect to Route 14 to the north. Several improvements are recommended to make this a bike-friendly corridor:

- Sidepath on west side of Cary Algonquin Road, from Fox Trails Drive South to Main Street Algonquin, is programmed for Phase 1 engineering in 2021. In the future, safe crossings should be provided at Cold Springs Road, Fox Trails Drive (North or South), and Klasen Road to connect with McHenry County Conservation District's planned access to Fox Bluff Conservation Area. This sidepath extension would connect with the Main Street Algonquin protected bike lane at the new roundabout.
- Sidepath on west side of Cary Algonquin Road to replace existing sidewalk from Main Street Cary to Industrial Drive.
- Protected bike lane on the east side of Main Street Algonquin from Greenwood Court to Park Street to Harrison Street to connect the Route 31 sidepath and the Prairie Trail. This project is programmed for construction in 2021.
- Roundabout at Cary Algonquin Road and Main Street Algonquin. This project is programmed for construction in 2021.

Klasen Road

Klasen Road is an important link between Fox Bluff Conservation Area, the mining sites, and the potential Prairie Trail connector as identified in the regional greenways and trails plan. The Village of Algonquin and Algonquin Township Road District share road jurisdiction. Recommended improvements include:

- Sidepath from Route 31 to Cary Algonquin Road. There is sufficient right-of-way along most of the road to accommodate an 8- to 14-foot wide sidepath. One exception is at the intersection with Cary Algonquin Road where there is only 10-feet of right-of-way available on the north side of Klasen Road. The Village of Algonquin should work with Cary, McHenry County, and Algonquin Township to determine the best alignment. This will also require collaboration with IDOT and a study to determine the impact to safety and operations approaching the Route 31 intersection and mitigation required to address the identified impacts. Safe crossings should be provided at each entrance to Cary Lake at Rotary Park and future development in Subarea 2.
- Intersection improvement at Cary Algonquin Road to safely extend sidepath to connect to McHenry County Conservation District's planned trail along the western edge of Fox Bluff Conservation Area. This will require coordination between Algonquin Township and McHenry County.



Cary Algonquin Road and Klasen Road intersection looking south.

Prairie Trail connection

The Prairie Trail and Fox River Trail, to the south in Kane County, are extensive regional trails that stretch 66 miles across Illinois and Wisconsin. There are two trailheads just outside of the planning area at the McHenry County Conservation District's Algonquin Road Trail Access and Village of Algonquin Towne Park in Downtown Algonquin. However, these locations are not safely accessed by bike from the subareas and are approximately two miles from the intersection of Route 31 and Klasen Road. Connecting to the Prairie Trail from Route 31 through the north section of Subarea 3 would provide direct access from the heart of the Algonquin-Cary Subarea and is recommended in the regional greenways and trails plan (see Figure 15).

Assessing feasibility to extend a connector trail through this area will require collaboration among several entities, including the Villages of Algonquin, Cary, and Lake in the Hills, McHenry County Conservation District, and LafargeHolcim, Ltd.

The trail may need to pass over or under the existing conveyor system that runs parallel to the Prairie Trail and services the HeidelbergCement site in Lake in the Hills.

Coordination with IDOT will also be necessary to provide a safe crossing at the Klasen Road intersection and extend a sidepath down the west side of Route 31 to connect with the proposed trail connection. This will require a study to determine the impact to safety and operations at the intersection of Route 31 and Klasen Road and mitigation required to address the identified impacts.

Ultimately, the feasibility, alignment, and construction timeline of the trail will depend on a variety of factors, including the property's current use for mineral extraction, sensitive natural resources, future redevelopment potential, and funding. The Villages should continue the initial conversations on trail feasibility, which took place as a part of this planning process (see also Recommendation 4.4).

Figure 15. Aerial imagery of site conditions in Subarea 3 and vicinity



Source: Aerial imagery, October 2019, Nearmap US, Inc.

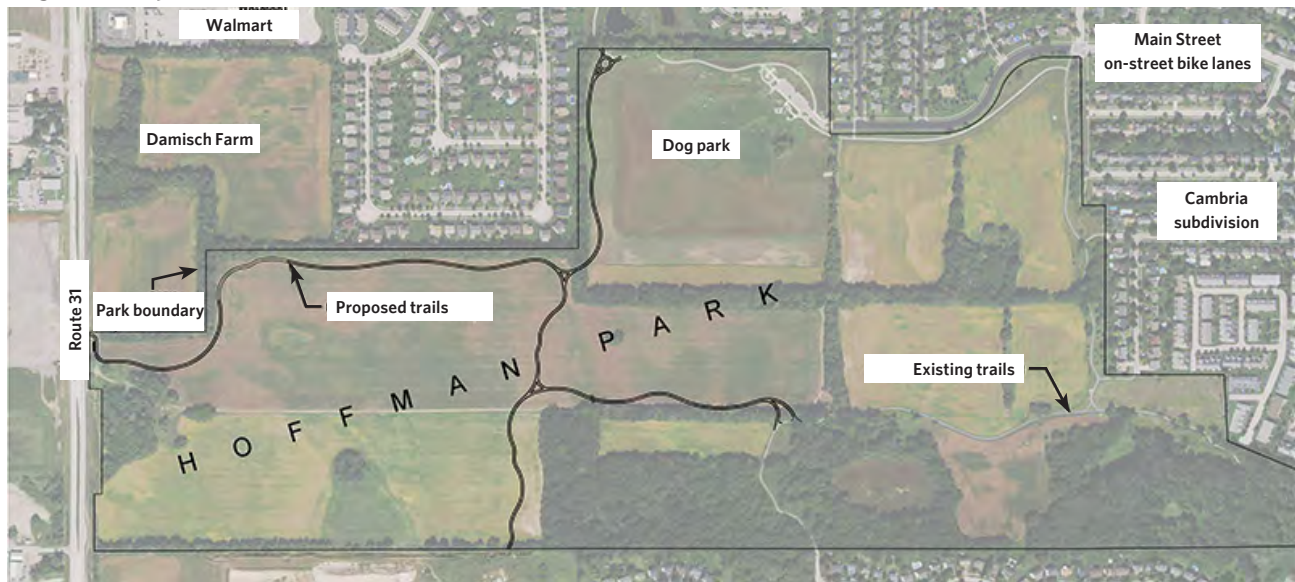
Hoffman Park and surrounding paths

Cary Park District received a \$1.1 million grant from the Illinois Transportation Enhancement Program (ITEP), with local match funding obtained from LafargeHolcim, v., to construct 1.4 miles of trails in the near-term. The trails will weave through Hoffman Park and connect to sidepaths in the Cambria subdivision and along Route 31 and to the trails in Cary Lake at Rotary Park (see Figure 16).



Picnic pavilion at the Hoffman Park dog park.

Figure 16. Proposed trails in Hoffman Park



Source: Cary Park District

5.3 Support transit service.

New bus service

Transit is an important ingredient of a transportation system. The proposed Crystal Lake – Barrington Road bus route would provide regularly-scheduled weekday service between Virginia Road at Route 31 and Interstate 90 at Barrington Road.¹³ This route would connect riders with the I-90 Bus on Shoulders Express Service, which in turn can take riders to the Northwest Transportation Center and Rosemont Transportation Center. The project has an initial capital cost of \$720,000 to purchase two 30-foot buses and one paratransit vehicle, and an annual operations and maintenance cost of \$500,000 million.

Through the area, the route is proposed follow Route 31 to Main Street Algonquin and Algonquin Road (IL Route 62). While stops would be identified in coordination with Pace, priority locations in the planning area include the Lake in the Hills Park & Ride, Main Street (at Route 31 or Cary Algonquin Road), and Downtown Algonquin. Pursuing higher density residential development in the subareas, as described in Chapter 3, will help support transit service in the future. Pace has created a useful manual, Transit Supportive Guidelines for the Chicagoland Region,¹⁴ designed for a range of stakeholders from municipal staff and elected officials to developers and businesses.

Protections should be in place at the park & ride to ensure security for riders. All bus stops should ensure safe access, in compliance with the Americans with Disabilities Act (ADA), by filling in sidewalk gaps and providing intersection improvements like marked crosswalks and refuge islands.

As the subareas develop, transit needs should continue to be assessed including the potential to provide bus service to and from Cary Metra station.

Dial-a-Ride

The planning area is served by two Pace Dial-a-Ride (DAR) programs.

- MCRide provides on demand service between the communities of Crystal Lake, McHenry, Huntley, Harvard, Johnsburg, Ringwood, Marengo, Woodstock, Hebron, Fox River Grove, Richmond, and Union and within Dorr, McHenry, Nunda, Grafton, Marengo, Greenwood, Riley, Alden, and Richmond Townships. It also provides service to or from the planning area at the Lake in the Hills Park & Ride.
- Southeast McHenry County Dial-a-Ride provides a limited on demand service that is already at capacity within and between Cary, Fox River Grove, and an area north of the planning area defined as west of the McHenry/Lake County border, north of Three Oaks Road, east of Pingree Road, and south and east of Route 176.

To improve DAR transport, the Villages should consider joining the MCRide program, which would allow all residents to travel throughout the entire service area. As the subareas develop, the Villages should promote DAR service and continue to work with Pace to ensure it meets the needs of people living in the area.



Lake in the Hills Park & Ride.

5.4 Provide consistent and branded wayfinding.

Wayfinding signage helps people navigate through an area and reach their destination. When paired with branding, it can create a common identity for the Subarea. The Villages should collaborate to develop a design that could be incorporated into new street signs and wayfinding signage to reinforce the identity of the subareas.

Branded wayfinding should be incorporated into future redevelopment to reinforce the area as a single destination. Information on parking availability, parks, local businesses, and distances to destinations should also be posted. Prominent destinations in the planning area to feature include: Cary Lake at Rotary Park, Prairie Trail, Hoffman Park, Fox Bluff Conservation Area, future development, Downtown Algonquin, Downtown Cary and Metra Station, Fox River, and Park & Ride.

Wayfinding signage should complement proposed path and trail improvements to familiarize users with the network, identify preferred routes to destinations, and indicate to motorists when they are driving along a bicycle route and should use caution. The Villages should work with McHenry County Conservation District, McHenry County, and Kane County to promote a consistent look across the planning area and surrounding community. This could be done in concert with other wayfinding efforts such as the Regional Active Mobility Program.¹⁵



Custom signage in Algonquin (left) and Cary (right).



Branded wayfinding in Kent, Ohio.

Source: Guide Studio, Inc.

5.5 Develop coordinated strategy for sewer and water expansion

Developing the subareas will require infrastructure, including roads as well as water, sewer, electric, gas, and telecommunications. Planning for expanded public water and sewer service should be coordinated with road improvements and future development. In addition to sewer and water provisions, the Villages should coordinate with service providers to ensure necessary community facilities and infrastructure are in place for future growth. Overall, decisions to expand public infrastructure should consider the full the cost and long-term financial impacts of growth in the subareas.

The water and sewer infrastructure plan illustrates planned improvements to service the subareas. See Figure 17 for proposed locations and details.

Building Better Budgets: A National Examination of the Fiscal Benefits of Smart Growth Development (Smart Growth for America, May 2013)¹⁶

Smart Growth America defines smart growth as, “an approach to development that encourages a mix of building types and uses, diverse housing and transportation options, development within existing neighborhoods, and community engagement.” In 2013, Smart Growth for America conducted a survey to explore the costs and potential revenues associated with smart growth development and conventional suburban development.

The study illustrates how pursuing smart growth can help suburban, rural, and urban communities maintain and improve their fiscal solvency. Specifically, the study found that smart growth development:

- Costs one-third less for upfront infrastructure;
- Saves an average of 10 percent on service delivery such as police, ambulance, and fire services; and
- Generates 10 times more tax revenue per acre than conventional suburban development.

Previous planning

Both Villages have developed plans or conducted studies to provide municipal water and sewer service to the subareas. Currently, water and sewer lines to service Subarea 1 terminate at the northwest corner of Cary Lake at Rotary Park and the nearest connections to serve Subarea 2 and Subarea 3 are at Main Street Algonquin and Greenwood Court. If connected, existing systems could require upgrades to provide sufficient capacity to meet the demands of future development.

Village of Cary – Subarea 1

In 2018, the Villages of Cary and Lake in the Hills commissioned a water and sewer interconnect study to assess future demand and improvements needed to connect Route 31 and Route 14 properties to Cary’s municipal system. Specifically, the study looked at unserved properties on Route 31 between Rakow Road and Virginia Road and on Route 14 near Three Oaks Road. Cost estimates were developed for recommended improvements that would provide sufficient capacity and a connection to the sites surrounding Cary Lake at Rotary Park at the northwest corner of Subarea 1. This includes sufficient capacity for the properties in Algonquin as well.

Based on projected demand from commercial and industrial uses, the study recommended several water improvements totaling \$1.78 million, including:

- Two new shallow wells to provide 450 gallons per minute (gpm) estimated at \$980,000;
- 600 feet of new water main from existing terminus to Route 31 right-of-way estimated at \$200,000; and
- 1,800 feet of new water main to loop new water system to the existing Cambria subdivision system at Summerhill Lane estimated at \$600,000.

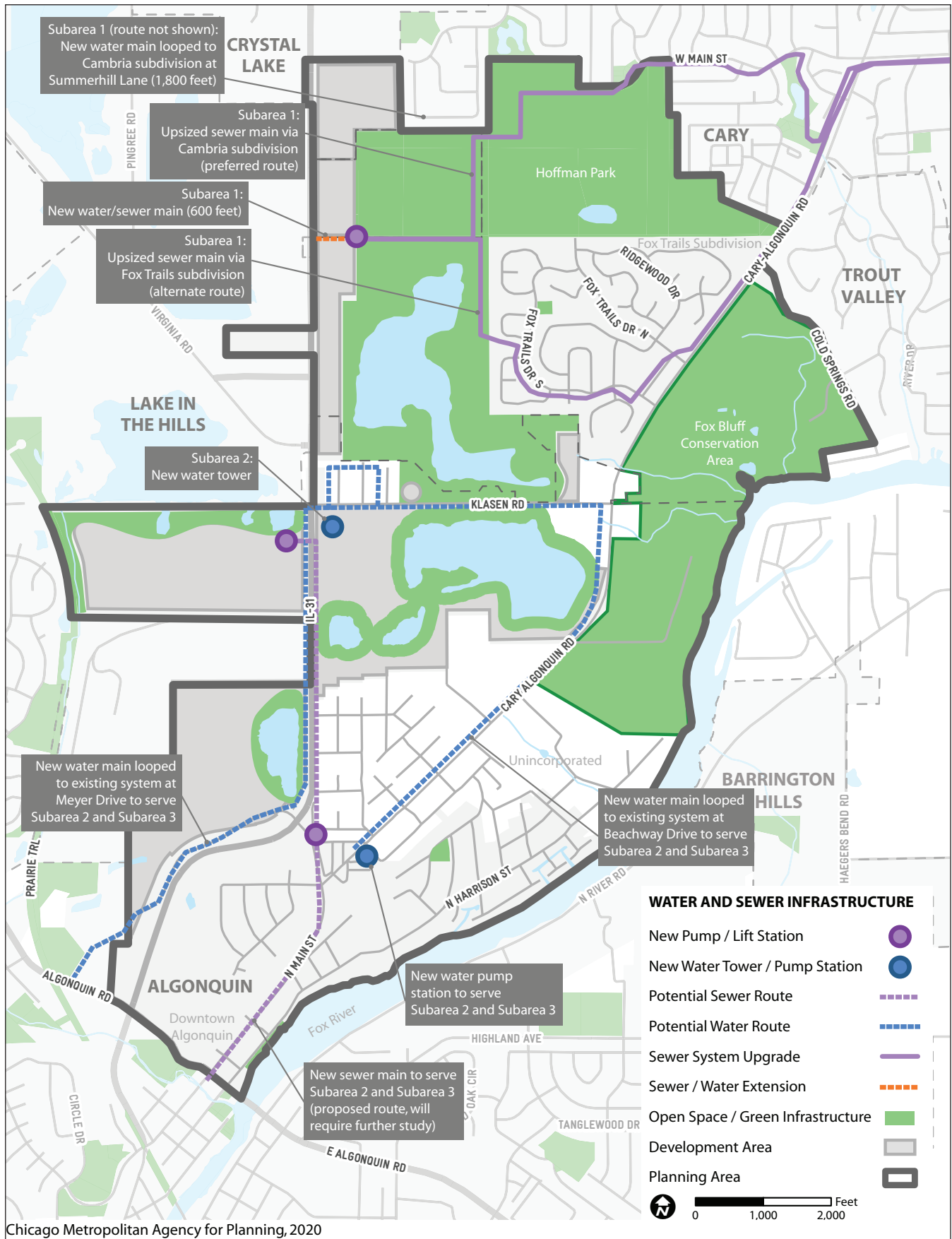
Based on projected demand from commercial and industrial uses, the study recommended several sewer improvements totaling \$5.7 million, including:

- A new pump station and 600 feet of new sewer main from existing terminus to Route 31 right-of-way estimated at \$3.0 million; and
- Upsized sewer main through Cambria subdivision estimated at \$2.7 million.

Village of Algonquin – Subareas 2 and 3

Algonquin developed a Water Master Plan (2012) and Wastewater Facility Plan (2014) to guide future improvements. Both plans provide initial considerations for extending service to Subarea 2 and Subarea 3. Water is proposed to extend from Algonquin Cary Road and Beachway Drive up to Subarea 2 and create a loop via Cary Algonquin Road, Klasen Road, Route 31, and Meyer Drive. Other water improvements include an upgraded pump station in the Algonquin Cemetery and a new water tower in Subarea 2. Extending the sewer system will require additional study, but new mains are proposed to extend up Main Street from Downtown and generally follow Route 31. Two new lift stations will be required at Main Street and Greenwood Court and in the north section of Subarea 3.

Figure 17. Water and sewer infrastructure plan



Components of a coordinated strategy for water and sewer expansion.

In an era of limited resources, communities can minimize their infrastructure maintenance costs by limiting expansion and building more compactly when they do extend water and sewers to new locations. Sewer and water improvements are significant public expenditures that must be made wisely to ensure a proper return on investment. Planning to expand these systems should be carefully coordinated by the Villages of Algonquin, Cary, and Lake in the Hills to identify efficiencies and cost savings, increase opportunities for funding, avoid duplicating service, and properly site facilities.

- **Calculate demand from residential use.** The Lake in the Hills and Cary water and sewer interconnect study calculated future demand based on a mix of commercial and industrial uses for the remaining land in Subarea 1, Hoffman Park frontage, Damisch Farm property, and land to the west of Route 31 in Lake in the Hills. The study should be updated to calculate demand from residential uses in Subarea 1 and assess whether residential development will increase or decrease the estimated water and sewer demand.
- **Identify opportunities to share services and infrastructure.** The Cary and Lake in the Hills study is a great example of how planning together can allow both communities to meet mutual goals for development. The study already identifies water and sewer improvements needed to develop the remaining land in Subarea 1, Hoffman Park frontage, Damisch Farm property, and land to the west of Route 31 in Lake in the Hills. While some of the land in Subarea 1 is in the Village of Algonquin, it could be more cost-effective for this property to receive water and sewer service from the Village of Cary in perpetuity. Looking at shared services may reveal additional opportunities for the Villages to coordinate and reduce costs.
- **Encourage water conservation and demand management.** Sewer and water utilities should be installed with sufficient capacity for future needs. At the same time, incorporating efficiency standards and conservation design practices into development decreases the demand for water and sewer. The Villages should promote indoor water efficiency by encouraging fixtures that meet WaterSense ratings and development practices that reduce the need for outdoor irrigation by limiting the amount of turf landscape. In addition to efficiency, the Villages should assess the water demand from new development to insure it can be sustainably met by the current water supply.
- **Assess options for phasing.** The Villages should consider utilizing adjacency requirements to promote the orderly extension of infrastructure. A strategy should also determine how improvements should be phased – whether to construct part or all of the improvements in advance of development or base it on individual development agreements. Focusing on where efficiencies can be gained and how infrastructure can be added incrementally could result in cost savings and also give the Villages the certainty that development will occur. One way to do this is to assess potential development timelines of the sites with phasing options for improvements from the Cary and Lake in the Hills study. For example, what level of development in Subarea 1 could be handled by the existing system? What is the most cost-effective way of expanding service to development sites in the Subarea, as well as Lake in the Hills?

- **Consider future development when siting large facilities.** Facilities such as water towers require land for construction and can also contribute to the branding of an area. When planning for a new water tower in Subarea 2, the Village of Algonquin should consider future development needs and look at ways for it to contribute to the identity of the subarea. The Lake in the Hills airport and flight path requirements should also be considered.
- **Identify financing mechanisms to maximize return on investment.** When planning for the construction of new infrastructure, the Villages should determine how to utilize financing mechanisms to minimize public infrastructure costs and maximize the return from public investment. This includes assessing what portion of the cost should be covered by the developer and what should be financed by the Villages.

TIF and local development fees can help finance infrastructure improvements. SSAs or other special developer agreements, which have a longer-term view than impact fees, can help fund infrastructure construction as well as future maintenance. There could be the potential for the Villages to coordinate the establishment of an SSA across multiple jurisdictions, particularly for developments in Subarea 1 that benefit from the same infrastructure provisions.

Innovative financing can save on capital delivery costs and maintenance, and aggregating infrastructure projects across jurisdictions – whether for water, sewer, roads, or lighting – can lead to even greater efficiencies. Pursuing a project together could help the communities meet a financing threshold needed to attract private financing that they could not meet if they pursued a project independently.

- **Consider the cost to extend and maintain water and sewer service in fiscal impact analyses.** Future development must consider the full cost to construct, repair, maintain, and operate public infrastructure. When considering proposed developments the Villages should conduct a fiscal impact analysis to ensure the development is fiscally responsible and a net benefit for the community. The Villages should also carefully weigh the long-term costs of maintaining and replacing infrastructure against the fiscal benefits of new development. These assessments can help determine whether development specific revenue sources should be employed to fund infrastructure improvements or future maintenance (see also Recommendation 3.6).
- **Sequence infrastructure construction.** Water and sewer should be extended before street construction or reconstruction. Work on both utilities and transportation improvements in this area should be coordinated between the villages and various taxing bodies, along with involving the property owner to coordinate decisions with regards to laying utilities prior to land being refilled or prepared for development. The Villages should coordinate site preparation efforts for small-scale commercial development when developing park infrastructure, such as laying water and sewer lines concurrently with access road construction and building slips for entry/exit from new development along the roads.

Chapter 6

IMPLEMENTATION



To guide implementation, this section identifies areas of coordination, short-term actions, and potential partners for the Villages. These implementation strategies do not represent a complete list of actions, but provide suggested next steps to help realize the vision for the planning area.

Implementation of the plan will entail coordination between the Villages of Algonquin and Cary, as well as Cary Park District, McHenry County, McHenry County Conservation District, Illinois Department of Transportation, Algonquin Township, Lake in the Hills, LafargeHolcim, Ltd., and other private property owners. Areas for coordination are recommended throughout the plan to improve land use planning and development processes; streamline open space enhancements, maintenance, and management; implement transportation improvements; and strategically expand utility infrastructure.

Areas for Coordination	Recommendation
Establish an advisory committee to continue collaboration.	3.1
Develop planned development approval process for Subarea 1.	3.2
Coordinate conceptual site planning and reclamation agreement.	3.3
Explore potential for tax sharing agreement.	3.4
Develop comprehensive approach for marketing and branding.	3.5, 5.4
Coordinate site preparation and park infrastructure in Subarea 1.	3.7
Collaborate with Lake in the Hills to plan for Subarea 3.	3.8
Develop a strategy for long-term maintenance and management at Cary Lake at Rotary Park.	4.1
Examine surrounding land uses when exploring recreational potential, including proposed improvements in Hoffman Park and Fox Bluff Conservation Area.	4.2
Explore potential to connect to the Prairie Trail.	4.4, 5.2
Coordinate improvements and maintenance at Hoffman Park with the Village of Cary.	4.6
Collaboratively plan for new access roads and a bridge over the Fox River.	5.1
Coordinate among transportation agencies to expand sidepaths along key routes and establish transit service.	5.2 and 5.3
Develop coordinated strategy for water and sewer expansion.	5.5

Implementation Actions

These tables outline short-term actions for the Villages and other stakeholders to take over 1 to 3 years (Phase 1) and 4 to 5 years (Phase 2).

Action	Responsibility	Description
Phase 1		
Establish advisory committee. Recommendation 3.1	Lead: Village of Algonquin, Village of Cary Support: Cary Park District, LafargeHolcim, Ltd., McHenry County Conservation District, McHenry County Planning & Development, Village of Lake in the Hills	Work together to develop an advisory committee implementation of the subarea plan over the short- and long-term. Build from the steering committee convened to advise the development of the plan and identify other key stakeholders who should be involved. The committee should coordinate development, long-term park management, and a potential connection to the Prairie Trail through Subarea 3.
Assess development regulations for design principles. Recommendation 3.2, 4.3	Lead: Village of Algonquin, Village of Cary	Assess respective zoning codes and subdivision ordinances to facilitate the type of development desired by the community. Determine the zoning district that is most conducive to allow clustered/conservation development while offering flexibility in use and density. Review bulk standards, which limit heights and setbacks, as well as landscaping standards and clustered/conservation development requirements. Evaluate subdivision ordinances to ensure public access to pedestrian and bicycle facilities is integrated into the site.
Determine approval process for Subarea 1 sites. Recommendation 3.2, 4.3, 5.1	Lead: Village of Algonquin, Village of Cary Support: Illinois Department of Transportation	Work together to determine the approval process for development in Subarea 1, including Site #2 (Route 31 frontage) which crosses both villages. Consider if and how it could be regulated jointly as a PUD. Coordinate with the Illinois Department of Transportation regarding site access from Route 31.
Initiate reclamation discussions. Recommendation 3.3	Lead: Village of Algonquin, LafargeHolcim, Ltd. Support: Village of Cary	Build on the existing annexation agreement as part of the conceptual planning process to ensure alignment between the agreement and the community's desired future for the site. The Village of Cary may be able to offer guidance based on experience from Subarea 1.
Develop conceptual site plan for Subarea 2. Recommendation 3.3, 4.2, 5.1	Lead: Village of Algonquin, LafargeHolcim, Ltd. Co-lead: LafargeHolcim, Ltd. Support: Advisory committee, including McHenry County Conservation District, McHenry County Division of Transportation, and Village of Cary; Illinois Department of Transportation	Hire a consultant to develop a conceptual site plan for Subarea 2. The plan should illustrate a vision for restoration, recreation, and development across the 191-acre site and how it can be connected to Subarea 1, Fox Bluff Conservation Area, and the surrounding neighborhoods. Engage nearby residents, elected officials, and other stakeholders in the process.
Establish cooperative management agreement with IDNR. Recommendation 4.1	Lead: Village of Algonquin Support: Illinois Department of Natural Resources	Work with the Illinois Department of Natural Resources to establish a cooperative management agreement to provide recommendations for stocking, fishing regulations, and habitat enhancement.
Develop a Strategy to manage and monitor aquatic invasive species. Recommendation 4.1	Lead: Village of Cary Support: Illinois-Indiana Sea Grant, Illinois Department of Natural Resources	Develop an approach toward managing and monitoring for aquatic invasives at Cary Lake. The sooner an approach is implemented, the lower the risk of infestation. This could entail restricting use of personal watercraft or allowing personal watercraft under certain conditions, as well as banning "live" bait like minnows.
Calculate water and sewer demand from residential use. Recommendation 5.5	Lead: Village of Cary Support: Village of Lake in the Hills, Village of Algonquin	Update the Water and Sewer Interconnect Study to calculate demand from residential uses in Subarea 1 and assess whether residential development will increase or decrease the estimated water and sewer needs.

Action	Responsibility	Description
Phase 2		
Develop a coordinated strategy for water and sewer expansion. Recommendation 5.5	Lead: Village of Algonquin, Village of Cary Support: Village of Lake in the Hills	Develop a coordinated strategy for water and sewer expansion. Build on the updated Water and Sewer Interconnect Study to identify opportunities to share services and infrastructure and assess options for phasing. This should consider needs for all subareas, with a focus on Subarea 1.
Explore potential for tax sharing agreement. Recommendation 3.4	Lead: Village of Algonquin, Village of Cary Support: CMAP	Work with CMAP to convene a meeting to initiate a conversation around tax sharing, its benefits, and how an agreement could be established.
Market the sites to developers Recommendation 3.5, 4.3	Lead: Village of Algonquin, Village of Cary	Develop a unified brand and conduct outreach to prospective developers. Utilize land use and open space plans to communicate conservation priorities for redevelopment. See also Recommendation 4.3 (cluster and conservation development).
Conduct outreach on park amenities. Recommendation 4.1	Lead: Village of Cary Support: Cary Park District	Solicit feedback from park users and engage them in the planning process for future improvements. Cary Park District could be a resource for sharing outreach methods and best practices.
Secure funding to construct Cary Algonquin Road sidepath (from Fox Trails Drive South to Main Street Algonquin). Recommendation 5.2	Lead: Village of Algonquin, Village of Cary, McHenry County Division of Transportation Support: McHenry County Planning & Development, Bicycle Advocates, CMAP	A sidepath on the west side of Cary Algonquin Road, from Fox Trails Drive South to Main Street Algonquin, is programmed for Phase 1 engineering in 2021. The Villages should work with McHenry County Division of Transportation to apply for construction funding. Potential funding: Surface Transportation Program (STP-L), Transportation Alternatives Program (TAP-L), and Transportation Enhancements Program (ITEP). This project would help complete the Regional Greenways and Trails Plan.
Secure funding to conduct Phase 1 study of Klasen Road sidepath. Recommendation 5.2	Lead: Village of Algonquin, Village of Cary Support: Algonquin Township, McHenry County Division of Transportation, Village of Cary	There is sufficient right-of-way along most of the road to accommodate an 8- to 14-foot wide sidepath. Work with Algonquin Township, Village of Cary, and McHenry County Division of Transportation to secure funding to study Klasen Road alignment and connections to the Cary Algonquin Road and Route 31 sidepaths. Potential funding sources include: STP-L, TAP-L, and ITEP. This project would help complete the Regional Greenways and Trails Plan.

Endnotes

1 CMAP, ON TO 2050 Coordinated planning areas local strategy map, October 2018, <https://www.cmap.illinois.gov/2050/maps/conservation-areas-growth>

2 In 2019, the Village of Lake in the Hills received SolSmart Gold designation to make it easier for residents and businesses to utilize solar technology. The Village adopted guidelines for solar-ready building design, electrical and fire design, and permitting and inspection, which are available on the Village webpage. See <https://www.lith.org/cd/page/support-solar-energy-growth>.

3 AARP and the National Building Museum, "Making Room: Housing Choice for a Changing America," 2019, <https://www-pi.aarp.org/livable-communities/housing/info-2018/making-room-housing-for-a-changing-america.html>.

4 A Business District allows for many of the same redevelopment activities as TIF, including the ability to finance public or private buildings. This tool funds redevelopment through up to a one percent increase in sales taxes rather than property taxes.

5 A Special Service Area, or SSA, is a taxing mechanism imposed on property owners in a contiguous area within a municipality or county to fund special services and infrastructure.

6 CMAP, ON TO 2050, Profile of Jon Kindseth, <https://www.cmap.illinois.gov/2050/profiles/jon>.

7 City of La Crosse, River Point District webpage, <https://www.riverpointdistrict.com/>.

8 Be A Hero - Transport Zero campaign webpage, <http://www.transportzero.org/transport-zero-ndash-aquatic.html>.

9 McHenry County Conservation District, "Fox Bluff Master Plan," June 2015

10 Village of Algonquin Municipal Code, Chapter 21 Section 21-11-J.

11 Cary Park District, "2016 Comprehensive Master Plan Update," September 2016, <https://www.carypark.com/rccms/comprehensive-master-plan/>.

12 McHenry County, "Long Range Transportation Plan: Motorized Vehicle Plan," March 2014, <https://www.mchenrycountyil.gov/county-government/departments-j-z/transportation/transportation-plans/long-range-transportation-plan>.

13 McHenry County, "Long Range Transportation Plan: Transit Plan," March 2014, <https://www.mchenrycountyil.gov/county-government/departments-j-z/transportation/transportation-plans/long-range-transportation-plan>.

14 Pace Suburban Bus, Transit Supportive Guidelines, <http://pacebus.com/guidelines/index.asp>.

15 CMAP, Regional Active Mobility Program webpage, <https://www.cmap.illinois.gov/programs/lta/aurora-mobility>.

16 Smart Growth America, "Building Better Budgets: A National Examination of the Fiscal Benefits of Smart Growth Development," May 2013, <https://smartgrowthamerica.org/resources/building-better-budgets-a-national-examination-of-the-fiscal-benefits-of-smart-growth-development/>.

A “Algonquin-Cary Subarea Plan Existing Conditions Report,” CMAP, May 2019, <https://www.cmap.illinois.gov/documents/10180/999288/Algonquin-Cary+Subarea+Plan+Existing+Conditions+Report.pdf/a1c5596e-19da-4f4c-f6ba-9733a00ec190>

B “Algonquin-Cary Subarea Plan Market Analysis Report,” Kretchmer Associates and Kane, McKenna Associates, August 2019, <https://www.cmap.illinois.gov/documents/10180/999288/Algonquin-Cary+Market+Analysis+and+Economic+Development+Tools.pdf/d631fc4a-bee5-56eb-49de-f939eb56198b>

C “Algonquin-Cary Subarea Plan Community Engagement Summary” CMAP, August 2020, <https://www.cmap.illinois.gov/documents/10180/999288/Algonquin-Cary+Subarea+Plan+Community+Engagement+Summary.pdf/0e5f49e3-73fb-d67e-5ad0-fab3bdb9bfb0>

The Chicago Metropolitan Agency for Planning (CMAP) is our region's comprehensive planning organization. The agency and its partners developed and are now implementing ON TO 2050, a new long-range plan to help the seven counties and 284 communities of northeastern Illinois implement strategies that address transportation, housing, economic development, open space, the environment, and other quality-of-life issues.

See cmap.illinois.gov for more information.



**VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT**

– MEMORANDUM –

Date: April 7, 2021

To: Committee of the Whole

From: Mike Darrow, Interim Community Development Director

Re: Request for a Special Use Permit and Drive Through and Outdoor Seating with Final PUD approval for Chick Fil A -B-2 PUD- 425 South Randall Road Case No. 2021-02, Chick-fil-A – Jason Hill (Representative) Kensington Development Partners (Owner)

Overview

On March 15, 2021 the Planning and Zoning Committee recommended approval of a Special Use Permit and Drive-Through and Outdoor seating with Final PUD approval for a Chick-Fil-A located on 425 South Randall Road. Chick-fil-A is proposing to demo the existing Aldi's store and construct a new building with conditions. As part of this request, shared-parking agreements will be required.

Below is the report presented to the Planning and Zoning Commission with the conditions that were recommended.

Introduction and Location

On behalf of Chick-fil-A: Jason Hill (Representative) Kensington Development Partners (Owner). The property is located at 425 South Randall Road.

Development Proposal

The request is for a Special Use Permit to allow a Drive Through and Outdoor Seating with Final PUD approval. The subject site is currently a developed lot that has a vacant commercial building (formally Aldi Grocery) and associated parking and access drives. The site lies adjacent to Randall Road to the west, Rolls Drive to the east, Stonegate Road to the north and Red Robin to the south and KFC to the northwest. The parcel includes approximately 2.18 acres in size.

Staff Comments

Village staff have reviewed the petition and agree the use is acceptable provided all the conditions are followed. The proposed use and zoning are consistent with Algonquin's Comprehensive Plan (retail use) as well as the zoning designation which is B-2 PUD.

Findings of Fact

The following findings of fact should be used if the Commission recommends approval of the project:

1. The proposed use is appropriate and desirable in this location, and will be compatible both with the Comprehensive Plan designation and surrounding uses. The subject property is zoned retail, consistent with the business zoning classification of a majority of the surrounding properties near Randall Road and Stonegate Road.
2. The proposed use of this site will not be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to the property values.
3. The proposed use will comply with all zoning requirements of the Village and conditions stipulated as part of the approval. The subject property is zoned B-2 PUD and this retail use conforms to the permitted underlying district standards.

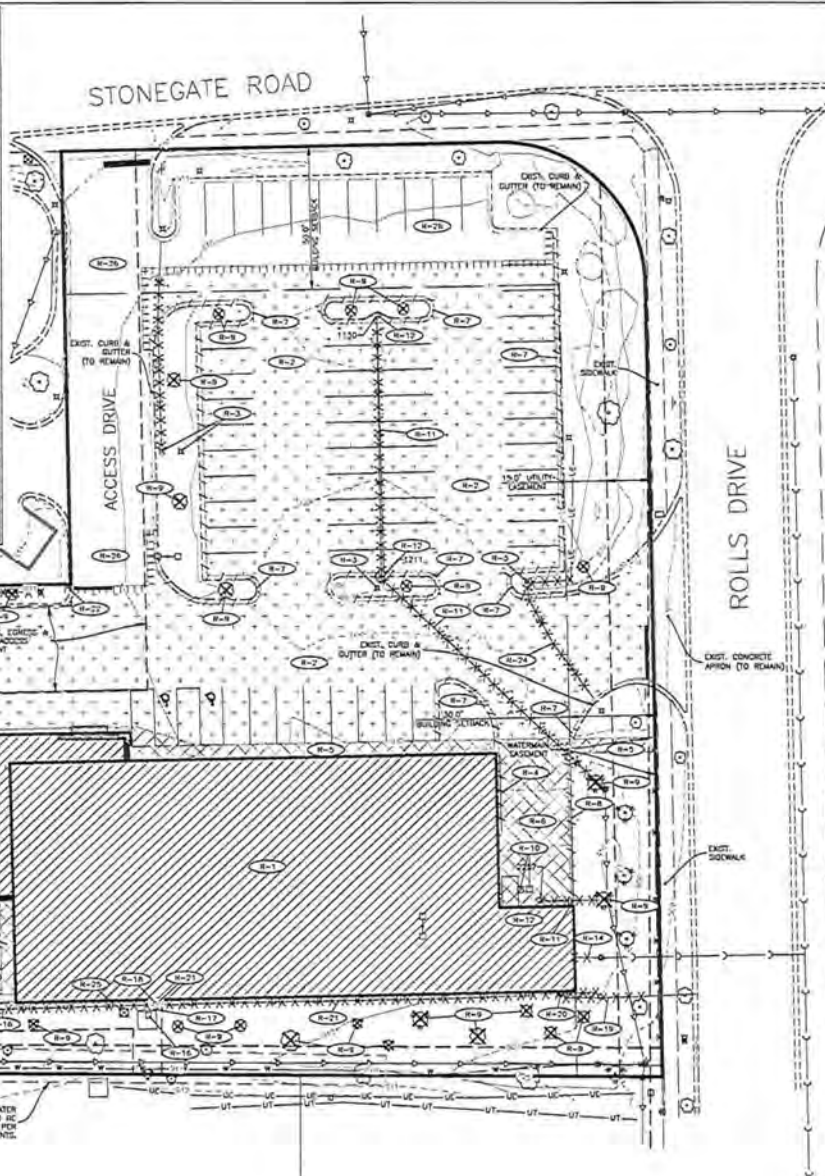
Recommendation

Staff recommends approval based upon the following conditions:

1. All conditions in previous ordinances shall still apply to the subject property.
2. Staff recommends compliance with the existing shared parking agreement (see attached).
3. Staff recommends a bike rack near the store entrance.

4. The applicant will be required to submit plans for a monument sign.
5. Staff is recommending additional landscaping, as highlighted during the Planning and Zoning Commission. The applicant has committed to adding an additional landscape island which will be presented to the Village Board for consideration. The updated landscaping plan is subject to the review and approval of the Village Board and staff.
6. Staff is recommending the conditions set forth as presented to the Village Board related to parking, updated landscaping, shared parking, signage and overall circulation.

REMOVAL TAGS		
REMOVALS / RELOCATES / ADJUSTMENTS		
NUMBER		REMARKS
A-1	ADJUST STRUCTURE	ADJUST TO NEW GRADE ELEVATION
B-1	BUILDING	REMOVE
B-2	BITUMINOUS PAVEMENT	REMOVE (FULL DEPTH)
B-3	LIGHT POLE	REMOVE
B-4	GUARDRAIL	REMOVE
B-5	CONCRETE SIDEWALK	REMOVE
B-6	CONCRETE PAVEMENT	REMOVE
B-7	CONCRETE CURB & GUTTER	REMOVE
B-8	CONCRETE RETAINING WALL	REMOVE
B-9	TREES	REMOVE
B-10	CONCRETE BOLLARD	REMOVE
B-11	STORM SEWER	REMOVE
B-12	STORM STRUCTURE	REMOVE
B-13	TELEPHONE PEDESTAL	REMOVE (COORD W/ UTILITY)
B-14	FIRE HYDRANT ASSEMBLY	REMOVE
B-15	FIBER OPTIC SERVICE	REMOVE (COORD W/ UTILITY)
B-16	PAD MOUNTED TRANSFORMER	REMOVE (COORD W/ UTILITY)
B-17	ELECTRIC SERVICE LINE	REMOVE (COORD W/ UTILITY)
B-18	ELECTRIC METER	REMOVE (COORD W/ UTILITY)
B-19	GAS SERVICE LINE	REMOVE (COORD W/ UTILITY)
B-20	GAS METER	REMOVE (COORD W/ UTILITY)
B-21	TELEPHONE/CABLE SERVICE LINE	REMOVE
B-22	SIGN	REMOVE
B-23	WATER SERVICE LINE	REMOVE
B-24	LIGHT POLE/ELECTRIC LINES	REMOVE
B-25	WATER SERVICE VALVE AND LINK	REMOVE
B-26	BITUMINOUS PAVEMENT	WELL & OVERLAY



LEGEND

- INDICATES FULL DEPTH SAWCUT
- INDICATES CONC./SIDEWALK REMOVAL (FULL DEPTH)
- INDICATES BUILDING REMOVAL
- INDICATES BIT./ASPHALT REMOVAL (FULL DEPTH)
- INDICATES BIT./ASPHALT MILL & OVERLAY (2" DEPTH)
- INDICATES ASSE. REMOVAL, REWS (SEE THIS SHEET FOR SIZE AND QUANTITY)
- INDICATES EXIST. CONCRETE CURBS & GUTTER AND FENCE, RETAINING WALL, GUARDRAIL REMOVAL
- INDICATES UTILITIES TO BE REMOVED
- INDICATES TREE AND BRUSH REMOVAL (SEE LANDSCAPING PLANS FOR SIZE AND QUANTITY)
- INDICATES TREE AND BRUSH PROTECTION (SEE LANDSCAPING PLANS FOR SIZE AND QUANTITY)

TRAFFIC CONTROL NOTES:

- ALL APPLICABLE VILLAGE PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WITHIN VILLAGE ROW OR LAKE CLOSURES.
- ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- PERMANENT SIGNING THAT CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORKING CONDITIONS SHALL BE CONVEYED BY THE CONTRACTOR WHEN DIRECTED BY THE VILLAGE.
- THE CONTRACTOR SHALL COORDINATE HIS TRAFFIC CONTROL WITH OTHER CONSTRUCTION PROJECTS IN THE AREA.
- SIDEWALK CLOSURE SIGNS REQUIRED FOR ALL SIDEWALK CLOSURES.
- THE CONTRACTOR IS CAUTIONED NOT TO DISTURB NOR REMOVE ANY EXISTING PAVEMENT, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER DURATION OF THE WORK.

STAGING NOTES:
(STAGING SUBJECT TO CHANGES PER SITE CONTRACTOR'S SCHEDULE AND METHODS OF OPERATION)

- VEHICLE CONTROL MEASURES AND STOCKPILE STAGING CONSTRUCTION ENTRANCES
- PLAN REMOVALS
- PROPOSED UNDERGROUND DRAGING
- PAVING

PROJECT NOTES:

- LAND DISTURBANCE ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY COVING AUTHORITY. IN ADDITION TO, NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL PREVENTIVE EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED (INCLUDING STORM WATER POLLUTION PREVENTION PLAN FOR THE DEVELOPMENT DISTRICT). (SEE SHEET C-302 FOR EROSION CONTROL MEASURES)
- ALL EXISTING UTILITIES TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES INVOLVED IN PROJECT AND PAY ALL REQUIRED FEES AND COSTS.
- ALL STRUCTURES & DEBRIS SHALL BE REMOVED PRIOR TO CONSTRUCTION & DISPOSAL BY OFFICE.
- ANY EXISTING FIELD DRAIN TILES ENCLOSED SHALL BE RECONNECTED OR CONNECTED TO THE NEAREST STORM SOURCE.
- CONTRACTOR TO KEEP ACCESS DRIVE OPEN AT ALL TIMES WITH MINOR CLOSURES ALLOWED FOR PAVING ACTIVITIES.
- THE CONTRACTOR IS CAUTIONED NOT TO DISTURB NOR REMOVE ANY EXISTING PAVEMENT, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER DURATION OF THE WORK.
- ALL BITUMINOUS PAVEMENT REMOVAL AREAS SHALL BE SAWCUT.
- CONTRACTOR SHALL INSTALL CONSTRUCTION FENCING AND SIGNAGE AROUND CONSTRUCTION BOUNDARIES TO PROTECT FOOTTRAFFIC.



Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998



CHICK-FIL-A
ALGONQUIN FSU
425 S. RANDALL ROAD
ALGONQUIN, IL 60102

FSR# 04756

REVISION SCHEDULE
NO. DATE DESCRIPTION



BAR IS ONE INCH ON
OFFICIAL DRAWINGS
IF NOT ONE INCH,
ADJUST SCALE ACCORDINGLY

PRELIMINARY
NOT FOR CONSTRUCTION

PRELIMINARY

WORKSHEET PROJECT # 200308
DATE 12/02/03
DRAWN BY: KBY
CHECKED BY: JPY
DESIGNED BY: JPY
DATE 12/02/03
SCALE 1"=20'
SHEET SITE DEMOLITION PLAN
SHEET NUMBER C-100

SITE PLAN DESIGN NOTES & KEY PLAN

- 17A DIRECTIONAL ARROW
- 17B PAINTED HANDCAP PARKING SYMBOL
- 17C DRIVE-THRU GRAPHICS
- 17D STOP LINE GRAPHIC
- 17E STANDARD PARKING STALL (9'0" X 18'0") PER CODE
- 17F 4" SOLID WHITE STRIPING
- 17G 4" SOLID YELLOW STRIPING
- 17H BOLLARD MOUNTED SIGN
- 17I ADA ACCESSIBLE PARKING SIGN
- 17J DIRECTIONAL SIGNAGE
- 18 ALL SIGNS SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" BY THE U.S. DEPARTMENT OF TRANSPORTATION. (SEE SIGN LEGEND)
- 19 7A THRU 7D (SEE SIGNAGE LEGEND, THIS SHEET)
- 20 CHICK-FIL-A MONUMENT. SEE SIGNAGE PACKAGE
- 21
- 22
- 23 DRIVE THRU ORDERING STATION. SEE SIGNAGE PACKAGE
- 24 FLAPIOLE, 3/8". SEE SIGNAGE PACKAGE
- 25 STOP SIGN, 40". SEE SIGNAGE PACKAGE
- 26 TYPICAL CONCRETE SIDEWALK, 5' WIDE
- 27 7' WIDE SIDEWALK w/ CURB & GUTTER
- 28 24" CONCRETE CURB & GUTTER
- 29 SPILLING CURB SECTION
- 30 SATCHING CURB SECTION
- 31 DEPRESSION SPILLING CURB
- 32 DEPRESSION SATCHING CURB
- 33
- 34 HANDCAP RAMP w/ FLARED SIDES (ON SIDEWALK)
- 35 RETURNED CURB HANDCAP RAMP
- 36 SIDEWALK (ADA COMPLIANT) RAMP
- 37 DETECTABLE WARNING DEVICE
- 38 TRANSVERSE & LONGITUDINAL CONTRACTION JOINT
- 39 TRANSVERSE & LONGITUDINAL DOWNLAP CONSTRUCTION JOINT
- 40 PAVEMENT EDGE SCOTCH
- 41 CONTRACTION JOINT
- 42 KEYED CONSTRUCTION JOINT
- 43 LONGITUDINAL BUTT JOINT
- 44 EXPANSION JOINT
- 45 CONCRETE APRON @ TRASH ENCLOSURE
- 46 CONCRETE PAVEMENT DRIVE-THRU LAKE
- 47 TYPICAL HMA PAVEMENT SECTION
- 48
- 49 CONCRETE BOLLARD
- 50 CROSSWALK MARKINGS
- 51 ALUMINUM HANDRAIL
- 52 BUILDING DOWNSPUT CONNECTION TO SITE DRAINAGE SYSTEM
- 53 DRIVE-THRU CLEARANCE (MIN)
- 54 ENTRY DOOR FROST SLAG DETAIL
- 55 SCREENED REFUSE ENCLOSURE FOUNDATION
- 56 MENU BOARD LOOP DETECTION SYSTEM
- 57 MENU BOARD LOOP DETECTION SYSTEM (GO VIEW)
- 58 DRIVE-THRU ORDER POINT GLAND
- 59 DRIVE-THRU PLAN (FLUSH WITH FTE)
- 60 DRIVE-THRU GEOMETRIC PLAN
- 61 DRIVE-THRU PLAN
- 62 DRAINAGE TRAP
- 63 PREPARED TRANSFORMER
- 64 DRIVE-THRU STRIPING
- 65 NEAR DELIVERY AREA STRIPING
- 66 LANDSCAPE & IRRIGATION PROTECTION
- 67
- 68 LANDSCAPED AREA
- 69 TYPICAL LOCATION FOR OUTDOOR TABLES (SEE EQUIPMENT SCHEDULE)
- 70 CONCRETE PAD FOR OPTIONAL CASH STATION
- 71 FACE-TO-FACE DRIVE-THRU CANOPY SYSTEMS

MATCH LEGEND

[Symbol]	DENOTES STANDARD PAVEMENT SECTION
[Symbol]	DENOTES CONCRETE SECTION
[Symbol]	DENOTES PROP. SIDEWALK
[Symbol]	DENOTES AREA OF DEPRESSION SIDEWALK
[Symbol]	DENOTES AREA OF DEPRESSION CURB AND GUTTER WITH LENGTH NOTED ON PLANS
[Symbol]	DENOTES REVERSE CURB & GUTTER
[Symbol]	DENOTES PAVEMENT MILL & OVERLAY

SIGN LEGEND

[Symbol]	DENOTES "HANDICAPPED PARKING" 9'0"-6, 12' X 18' (TYP.)
[Symbol]	DENOTES "2000 TYP." 9'0"-11'0" X 13' (TYP.)
[Symbol]	DENOTES "VAN ACCESSIBLE" 29'-0" (BOLLARD MOUNTED WITH 50)
[Symbol]	DENOTES "DO NOT ENTER" 30'-1, 30' X 30" (TYP.)
[Symbol]	DENOTES "CATERING & CARRY OUT" 12' X 18" (TYP.)
[Symbol]	DENOTES "PEDESTRIAN CROSSWALK" 12' X 18" (TYP.)
[Symbol]	DENOTES "STOP" 30'-1, 30' X 30" (TYP.)

SITE DATA:

- PARCEL ID #: 19-29-301-024
- ZONING: D-2 PUD (BUSINESS/GENERAL RETAIL PUD DISTRICT)
- LOT SIZE: 94,714 SQ. FT. (2.17 ACRES)

BUILDING DATA:

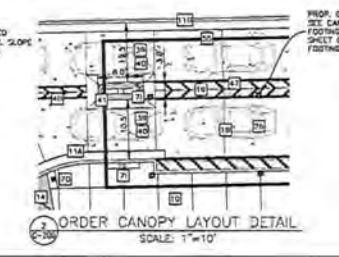
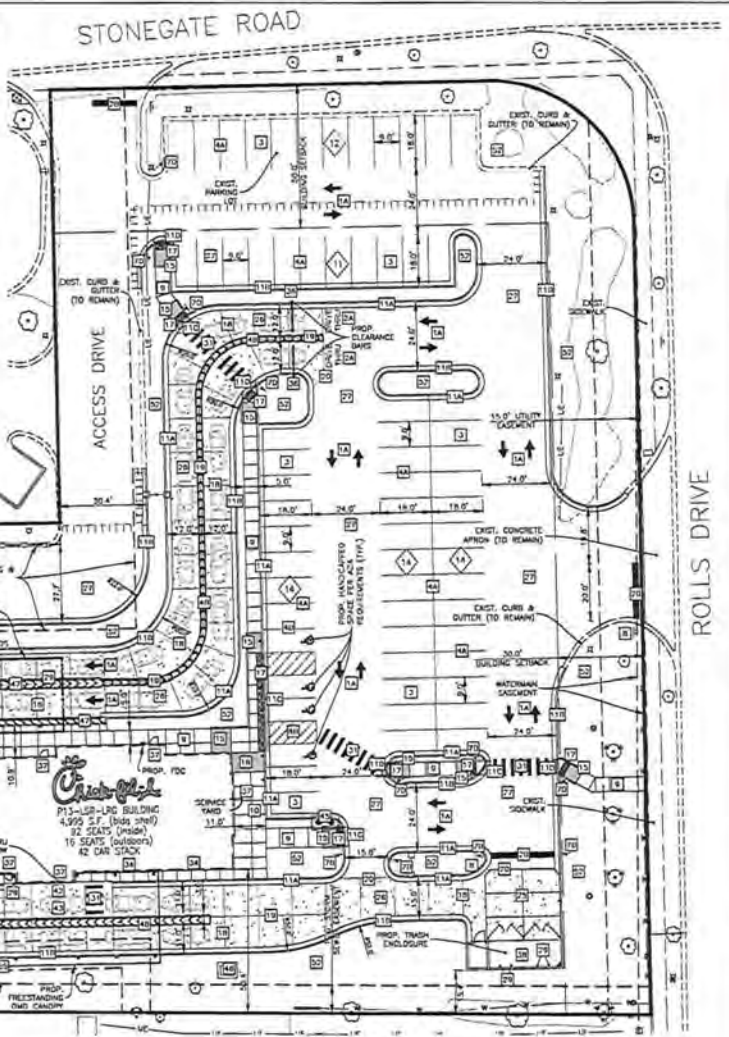
- BUILDING FLOOR AREA: 4,959 SQ. FT.
- F.A.R. = 0.283
- NUMBER OF EMPLOYEES DURING LARGEST SHIFT = 15 EMPLOYEES
- TOTAL NUMBER OF SEATS = 108
- INDOOR SEATS = 92
- OUTDOOR SEATS = 16

PARKING DATA:

- NUMBER OF REGULAR PARKING SPACES: 75
- NUMBER OF ADA SPACES: 4
- TOTAL NUMBER OF SPACES PROVIDED: 79
- TOTAL NUMBER OF SPACES REQUIRED: 75
- TYPICAL PARKING WIDTH: 9.0'
- TYPICAL 90° PARKING LENGTH: 18.0'
- MINIMUM GLE WIDTH: 24.0' (NOT)

PARKING FORMULA:

RESTAURANT w/ DRIVE-THRU:
 = 15 PARKING SPACES PER 1,000 SQUARE FEET
 = TOTAL REQUIRED PARKING (4,959/1,000 X 15) = 75 SPACES



PROJECT NOTES:

- ALL CONSTRUCTION WITHIN PUBLIC R.O.W./ EASEMENTS AND OR CONNECTION TO PUBLIC SEWER AND STREETS SHALL COMPLY WITH THE VILLAGE OF ALGONQUIN STANDARD CONSTRUCTION SPECIFICATIONS.
- AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W./ EASEMENTS AND/OR ANY CONNECTION TO PUBLIC SEWER AND STREETS, THE CONTRACTOR SHALL CONTACT THE VILLAGE TO OBTAIN APPLICABLE VILLAGE PERMITS.
- NOISE/EGRESS WILL BE PROVIDED INTERNAL AND EXTERNAL TO THIS SITE.
- ALL CONCRETE CURB & GUTTER SHALL BE 24" (24.18) UNLESS OTHERWISE NOTED ON THE PLANS.
- ALL PAVEMENT DIMENSIONS ARE MEASURED TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL CURB ALONGING SIDEWALKS SHALL BE DOWNLAP INTO THE CURB. SEE DETAIL ON SHEET C-100.
- ALL CONSTRUCTION MATERIALS, DUMPSTER, DETACHED TRAILERS OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC RIGHT-OF-WAY.



PRELIMINARY
NOT FOR CONSTRUCTION



CHICK-FIL-A
ALGONQUIN FSU
425 S. RANDALL ROAD
ALGONQUIN, IL 60102

FSR# 04756

PRELIMINARY

OWNER'S PROJECT # 202308
 PREPARED FOR: PRELIMINARY
 DATE: 08/20/2023

DRAWN BY: MVI
 CHECKED BY: JPV

PROJECT: 5200 BUFFINGTON ROAD, ATLANTA, GA
 SHEET: SITE PLAN

PROJECT NUMBER: C-200

GRADING & DRAINAGE NOTES

- CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF SITE PLAN DOCUMENTS AND ARCHITECTURAL DESIGN FOR EXISTING BUILDING UTILITY CONNECTION LOCATIONS, GRADE, TRAP REQUIREMENTS, DETAILS, ROOM ACCESS, AND EXTERIOR GRADING. THE UTILITY SERVICE SIZES ARE TO BE DETERMINED BY THE ARCHITECT. THE CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES/SERVICES WITH THE APPLICABLE JURISDICTION TO AVOID CONFLICTS AND OBTAIN NECESSARY PERMITS PRIOR TO CONSTRUCTION TO RESOLVE SAID.
- SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL REPORT. ALL EXISTING OR FILLED AREAS SHALL BE CONNECTED AS OUTLINES IN THE GEOTECHNICAL REPORT. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL BE SUBMITTED IN CONNECTION REPORT PREPARED BY A QUALIFIED GEOTECHNICAL ENGINEER, REGISTERED WITH THE STATE WHERE THE WORK IS PERFORMED, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN THE BUILDING PAD AREA AND AREAS TO BE PAVED HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT. SHOULD SUITABLE BE SECONDARY UNSUITABLE BY OWNER OR OWNER'S REPRESENTATIVE, SUITABLE IS TO BE REMOVED AND FILLED WITH APPROVED FILL MATERIAL COMPACTED AS DIRECTED BY THE GEOTECHNICAL REPORT.
- ALL FILL, COMPACTED, AND BACKFILL MATERIALS REQUIRED FOR UTILITY INSTALLATION SHALL BE AS PER THE RECOMMENDATIONS PROVIDED IN THE GEOTECHNICAL REPORT AND SHALL BE COORDINATED WITH THE APPLICABLE UTILITY COMPANY SPECIFICATIONS.
- THE CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST EROSION CONTROL REGULATIONS OR ANY OTHER AGENCY HAVING JURISDICTION FOR EROSION AND SEDIMENTATION PROCEDURES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE MEANS AND METHODS REQUIRED TO MEET THE INTENT AND PERFORMANCE CRITERIA OF EROSION CONTROL AS WELL AS ANY OTHER DUTY THAT MAY BE IMPOSED FOR EROSION AND/OR SEDIMENTATION PROCEDURES.
- PAVEMENT SHALL BE SAW CUT IN STRAIGHT LINES TO THE FULL DEPTH OF THE EXISTING PAVEMENT. ALL DEBRIS FROM REMOVAL OPERATIONS SHALL BE REMOVED FROM THE SITE AT THE TIME OF EXCAVATION. STOCKPILING OF DEBRIS WILL NOT BE PERMITTED.
- THE TOPS OF EXISTING MANHOLE, INLET STRUCTURES, AND SANITARY ELEVATION TOPS SHALL BE ADJUSTED IF REQUIRED TO MEET PROPOSED GRADES IN ACCORDANCE WITH ALL APPLICABLE STANDARDS.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF EXISTING TOPOGRAPHIC INFORMATION AND UTILITY INVERT ELEVATIONS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. CONTRACTOR TO LOCATE 0.75% MINIMUM SLOPE ALONG ALL ISLANDS, OUTCUTS, AND CURBS. USE ON ALL CONCRETE SURFACES, AND 1.5% MINIMUM ON ASPHALT, TO PREVENT PONDING. ANY DISCREPANCIES THAT MAY AFFECT THE PUBLIC SAFETY OR PREVENT GOOD MUST BE REPORTED TO THE ENGINEER IN WRITING IMMEDIATELY. PROCEEDING WITH CONSTRUCTION WITHOUT NOTIFICATION IS NEAR TO THE CONTRACTOR'S OWN RISK.
- PROPOSED TOP OF CURB ELEVATIONS ARE GENERALLY 4" ABOVE EXISTING LOCAL ASPHALT GRADE UNLESS OTHERWISE NOTED. FIELD ADJUST TO CREATE A MINIMUM OF 0.75% GUTTER GRADE ALONG CURB FACE. ENGINEER TO APPROVE FINAL CURBING OUT SHEETS PRIOR TO INSTALLATION.
- IN CASE OF DISCREPANCIES BETWEEN PLANS OR RELATIVE TO OTHER PLANS, THE SITE PLAN WILL TAKE PRECEDENCE. IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY CONFLICTS.
- CONTRACTOR SHALL BE REQUIRED TO SECURE ALL NECESSARY PERMITS AND APPROVALS FOR ALL OFF-SITE WATER COLLECTION AND DISPOSAL FACILITIES. CONTRACTOR SHALL SUPPLY A COPY OF APPROVALS TO ENGINEER AND OWNER PRIOR TO COMMENCING WORK.
- SITE GRADING SHALL NOT PROCEED UNTIL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
- SEE EROSION CONTROL PLAN FOR EROSION CONTROL MEASURES AND NOTES.
- ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED TO REMAIN, TREES, AND ETC., WITHIN CONSTRUCTION AREA SHALL BE REMOVED OR DISPOSED OF OFF SITE. NO ON SITE BURNING WILL BE ALLOWED.
- ALL DRAINAGE STRUCTURES SHALL BE PRE-CAST.
- ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (HSD) LOADING AND BE INSTALLED ACCORDINGLY.
- GENERAL CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES HAVING UNDERGROUND UTILITIES ON SITE OR IN RIGHT-OF-WAY PRIOR TO EXCAVATION. CONTRACTOR SHALL CONTACT UTILITY LOCATING COMPANY AND LOCATE ALL UTILITIES PRIOR TO GRADING START.
- NO PART OF THE PROPOSED PROJECT IS LOCATED WITHIN A FLOOD HAZARD AREA.
- SPOT ELEVATIONS SHOWN ARE @ EDGE OF PAVEMENT UNLESS OTHERWISE NOTED ON PLAN.
- ALL CONCRETE CURBS & GUTTERS SHALL BE TYPE 3-B-18 CURB UNLESS OTHERWISE NOTED ON THE PLANS.
- ALL STORM SEWER JOINTS SHALL HAVE O-RING BASKETS.
- MATCH EXISTING GRASSES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
- BACKFILL TO THE TOP OF CURBS.
- SITE SHALL BE DRAINED TO PREVENT POSITIVE DRAINAGE AWAY FROM BUILDINGS.
- ALL SIDEWALK CROSS SLOPES SHALL BE A MINIMUM OF 1.5%.
- DESIGNATED HANDICAP PARKING AREAS SHALL BE GRADED TO A MAXIMUM OF 1.5%.
- SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING OF PAVEMENT.
- THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY CHANGE TO PROPOSED GRADING SHALL BE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND PAVED ROADS TO PREVENT THE SPREAD OF DUST.
- ALL FILL TILES ENCOUNTERED SHALL BE REPAIRED AND/OR CONNECTED TO THE STORM SEWER SYSTEM AND LOCATED AND IDENTIFIED ON THE RECORD PLANS BY THE CONTRACTOR.
- ALL STORM DRAINAGE CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE MOST CURRENT VILLAGE OF ALCONQUIN STANDARDS AND SPECIFICATIONS.

STORM TAPS

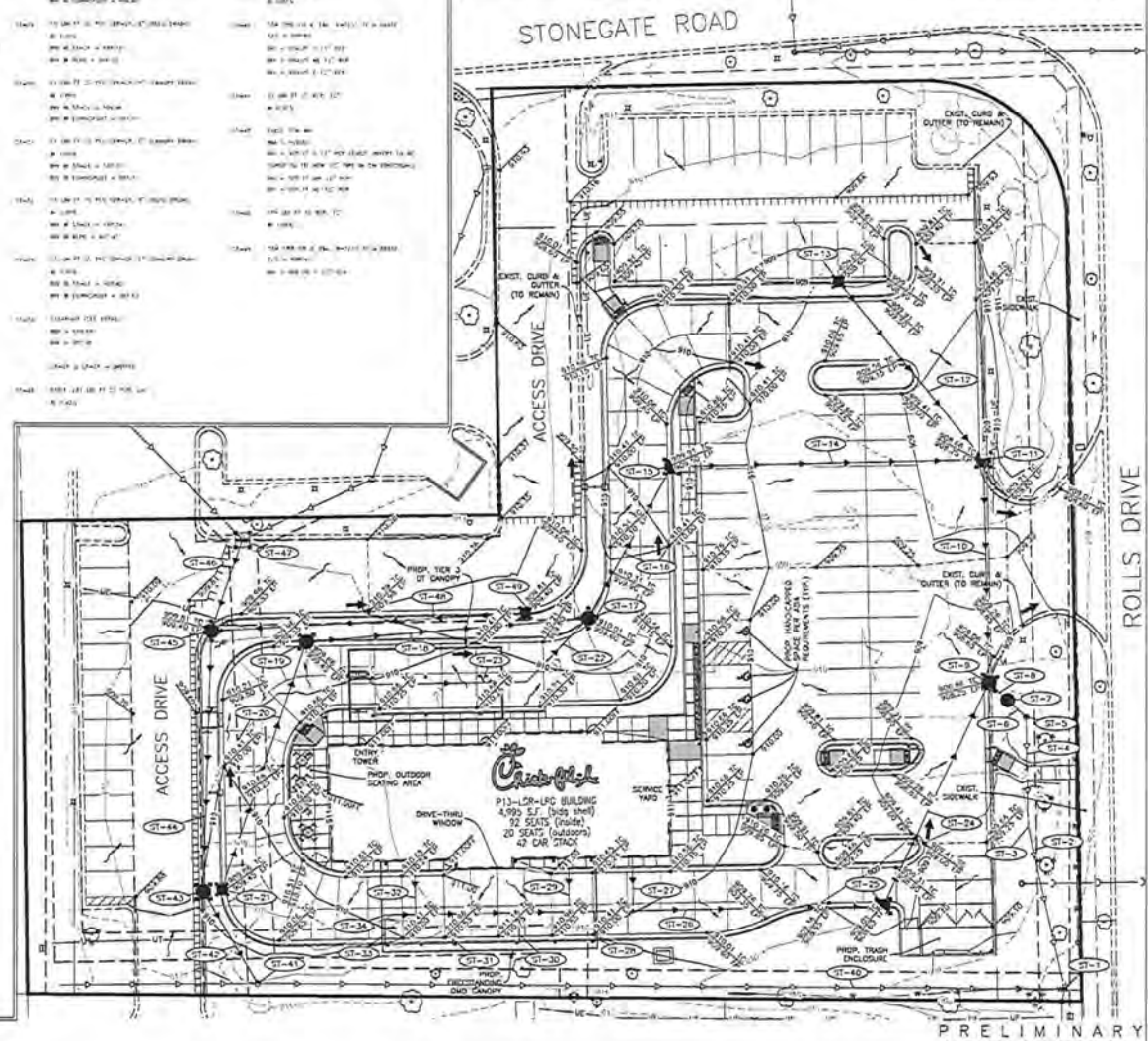
NO.	DESCRIPTION	COORDINATES	DEPTH
ST-1	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-2	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-3	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-4	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-5	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-6	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-7	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-8	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-9	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-10	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-11	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-12	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-13	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-14	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-15	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-16	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-17	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-18	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-19	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-20	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-21	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-22	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-23	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-24	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-25	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-26	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-27	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-28	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-29	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-30	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-31	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-32	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-33	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-34	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-35	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-36	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-37	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-38	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-39	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-40	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-41	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-42	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-43	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-44	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-45	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-46	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-47	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-48	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-49	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000
ST-50	150' DIA. ST. 18" DIA. 10' DEEP	1000.000, 1000.000	10.000

MATCH LEGEND

- DENOTES REVERSE (SPILLING) CURB & GUTTER
- DENOTES CONCRETE CURB & GUTTER (EASING)
- DENOTES AREA OF DEPRESSED SPILLING CURB & GUTTER
- DENOTES AREA OF DEPRESSED CATCHING CURB & GUTTER
- DENOTES AREA OF DEPRESSED SIDEWALK
- DENOTES EXISTING AND OR PROPOSED SPOT ELEVATION
- DENOTES PROPOSED DRAINAGE DIRECTION ARROW
- DENOTES PROPOSED OVERFLOW DIRECTION ARROW

NOTE:
ALL STORM STRUCTURES WITHIN PAVED AREAS REQUIRE KEEP HOLES. SEE DETAILS 40 & 40A ON SHEET C-493 FOR KEEP HOLE DETAILS.

BAR IS ONE INCH ON OFFICIAL DRAWINGS
SCALE: 1" = 40'
IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY



PRELIMINARY
NOT FOR CONSTRUCTION



Chick-fil-A
Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998



CHICK-FIL-A
ALCONQUIN FSU
425 S. RANDALL ROAD
ALCONQUIN, IL 60102

FSR# 04756

REVISION SCHEDULE
NO. DATE

PRELIMINARY
PROJECT NO. 200806
DATE: 12/02/2020
CHECKED BY: JPV
DRAWN BY: JPV

SCALE: AS SHOWN
C-300

NOTES:

The plan has been prepared to comply with the provisions of the NPDES Permit Number issued by the United States Environmental Protection Agency for Stormwater Discharges from Construction Site Activities.

1. Site Description. The following is a description of the construction activity which is the subject of this plan: CHICK-FIL-A, 425 South Randall Road, Agonquin, IL 60102.

The proposed development consists of construction of a free-standing restaurant, drive thru, and service area. The construction activities for the site improvements will include site clearing, demolition, grading, mass grading, permanent construction, installation of various reducing storm water, soil erosion and sedimentation control measures, as a minimum.

2. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site such as site clearing, excavation, and grading. The sequence of the construction activities may be as follows: 1) Install all final fences, mass protection, and stabilized construction entrances; 2) Site clearing, demolition and grading; 3) Mass grading; 4) Underground utilities installation; 5) Fine grading in pavement area; and 6) Permanent construction. The soil erosion and sedimentation control items will be constructed as needed during the above construction activities.

3. The total area of the construction site is estimated to be 1.26 acres. The total area of the site that is estimated to be disturbed by excavation, grading, or other activities, is 1.05 acres.
4. The estimated runoff coefficients of the various areas of the site after construction activities are completed are contained in the project engineer's report, titled FINAL ENGINEERING DRAINAGE REPORT FOR CHICK-FIL-A, 425 SOUTH RANDALL ROAD, AGONQUIN, IL 60102, with best management plan prepared by MR. GREGG, P.E., which is hereby incorporated by reference in this plan.

5. Erosion and Sediment Control.
 - (a) STABILIZATION PRACTICES. Provided below is a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans will indicate that existing vegetation is preserved where appropriate and disturbed portions of the site will be stabilized. (Refer to project in 2.6, 3.1, 3.2) (A) and 3.2. Stabilization measures will include, as a minimum, the following: 1) Stabilization measures in that portions of the site where construction activity will not occur for a period of 21 or more calendar days; (A) where the initiation of stabilization measures by the 14th day after construction activity commences; 2) stabilization measures that are prescribed by other applicable laws, rules, regulations, or ordinances; and 3) stabilization measures that are prescribed by other applicable laws, rules, regulations, or ordinances.

6. The following interim and permanent stabilization practices, as a minimum, will be implemented to stabilize the disturbed areas of the site:
 1. Permanent Seeding/Grassing
 2. Silt Filter Fence
 3. Stabilized Construction Entrance

7. STRUCTURAL PRACTICES. Provided below is a description of structural practices that will be implemented, to the degree applicable, to divert flows from exposed soils, stone piles or otherwise limit runoff and the occurrence of pollution from exposed areas of the site. The installation of these devices may be subject to Section 404 of the Clean Water Act.
 1. Storm Sewer System
 2. Silt Filter Fence
 3. Permanent Seeding/Grassing
 4. Silt Protection

8. Stormwater Management.
 - (a) Provided below is a description of measures that will be installed during the construction process to control potential sedimentation discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act. The practices selected for implementation were determined on the basis of the technical guidance contained in the State of Illinois' Stormwater Construction Site Erosion and Sedimentation Control and other ordinances listed in the Specification.

9. The minimum pollution control measures shall include:
 1. Silt Filter Fence
 2. Silt Protection Fence
 3. Storm Sewer

10. Other Controls.
 - (a) Waste Disposal. The solid waste materials including trash, construction debris, excess soil, materials, machinery, tools and other items will be collected and disposed off-site by the contractor. The contractor is responsible to ensure any items required for such disposal. During the site will not be permitted. No solid materials, including building materials, shall be discharged into waters of the State, except as authorized by a Section 404 permit.
 - (b) The provisions of the permit shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or water system requirements.

PHASING NOTES:

SEQUENCE OF MAJOR ACTIVITIES

1. INSTALL PERMANENT SILT FENCE AND INLET PROTECTION AS NOTED ON THE PLAN.
2. REMOVAL OF EXISTING FENCE AND OTHER ITEMS AS REQUIRED.
3. CONTINUE GRADING, STABILIZE COMPLETED AREAS WITH PERMANENT STABILIZATION OR MASTIC AREAS WITH TEMPORARY STABILIZATION WITHIN 14 DAYS.
4. INSTALL UTILITIES, STORM SEWER, CURBS AND OUTLET, WITH INLET PROTECTION.
5. APPLY STONE TO PARKING AREA.
6. CONSTRUCT BUILDINGS.
7. COMPLETE FINAL GRADING.
8. INSTALL PERMANENT SOG AND PLANTINGS.
9. COMPLETE FINAL FINISH.
10. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE ANY REMAINING DISTURBED AREAS.
11. REMOVE ALL TEMPORARY EROSION CONTROL MEASURES ONCE VEGETATION REACHES 70% COVERAGE.
12. CONTRACTOR SHALL ADHERE TO ALL PROVISIONS AND REQUIREMENTS NOTED IN THE STORMWATER POLLUTION PREVENTION PLAN FOR THIS PROJECT.
13. REMOVE ALL DEBRIS SPILLED INTO ROW AT THE END OF EACH WORK DAY.

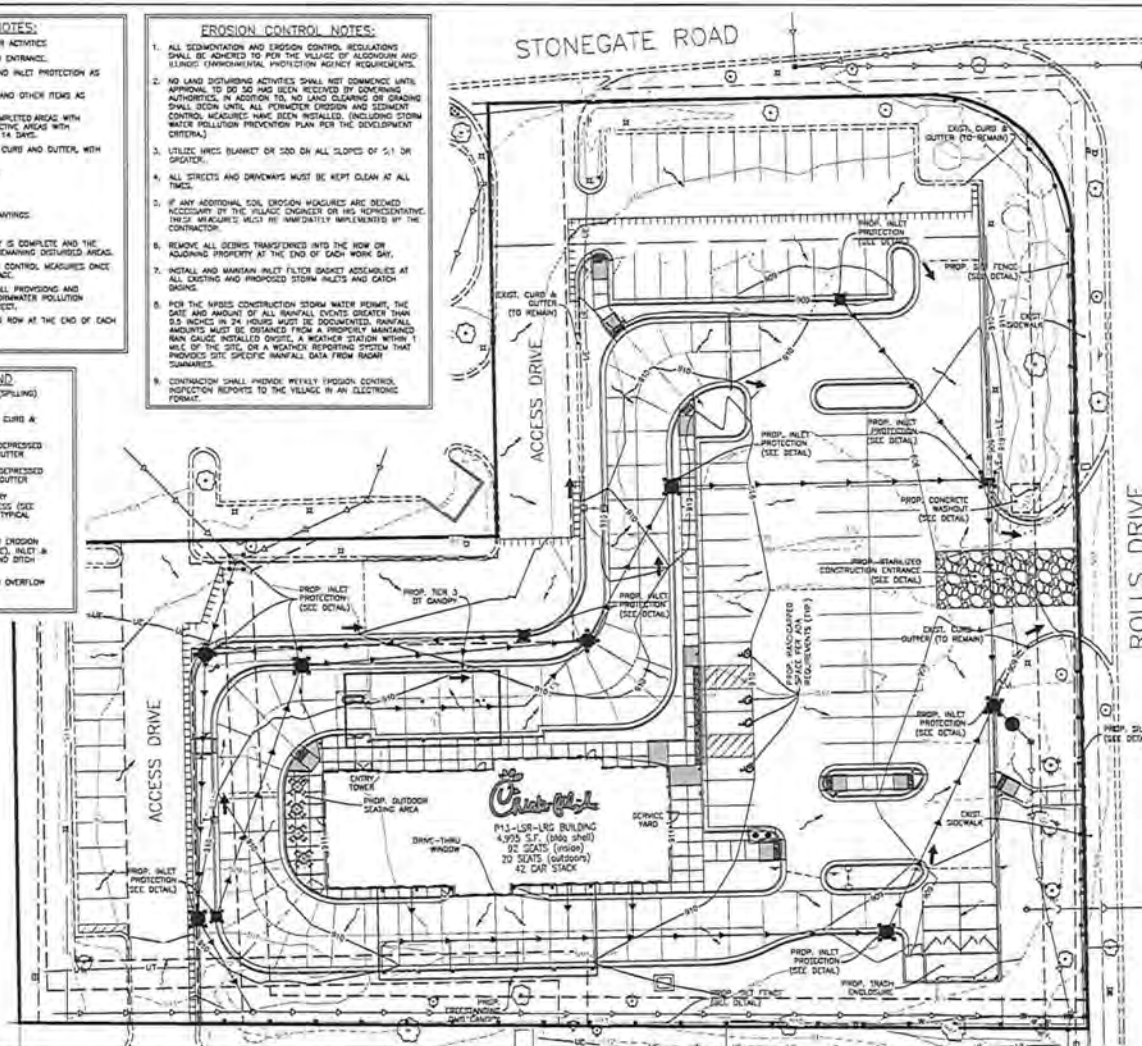
EROSION CONTROL NOTES:

ALL SEDIMENTATION AND EROSION CONTROL REGULATIONS SHALL BE ADHERED TO FOR THE VILLAGE OF ALGONQUIN AND ILLINOIS ENVIRONMENTAL PROTECTION AGENCY REQUIREMENTS.

1. NO LAND DISTURBING ACTIVITIES SHALL BE COMMENCED UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES. IN ADDITION TO, NO LAND CLEARING OR GRADING SHALL BECOME UNTIL ALL EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED (INCLUDING STORM WATER POLLUTION PREVENTION PLAN FOR THE DOCUMENTATION CRITERIA).
2. UTILIZE MESH BLANKET OR SOG ON ALL SLOPES OF 5:1 OR GREATER.
3. ALL STREETS AND DRIVEWAYS MUST BE KEPT CLEAN AT ALL TIMES.
4. IF ANY ADDITIONAL SOG, EROSION MEASURES ARE DEEMED NECESSARY BY THE VILLAGE ENGINEER OR HIS REPRESENTATIVE, THESE MEASURES MUST BE IMMEDIATELY IMPLEMENTED BY THE CONTRACTOR.
5. REMOVE ALL DEBRIS TRANSPORTED INTO THE ROW OR ADJOINING PROPERTY AT THE END OF EACH WORK DAY.
6. INSTALL AND MAINTAIN INLET FILTER BASKET ASSEMBLIES AT ALL EXISTING AND PROPOSED STORM INLETS AND CATCH BASINS.
7. FOR THE NPDES CONSTRUCTION STORM WATER REPORT, THE DATE AND AMOUNT OF ALL RAINFALL EVENTS GREATER THAN 0.5 INCHES IN 24 HOURS MUST BE DOCUMENTED. RAINFALL MEASUREMENTS MUST BE OBTAINED FROM A PROPERLY MAINTAINED RAIN GAUGE INSTALLED OUTSIDE A WEATHER STATION WITHIN 1 MILE OF THE SITE OR A WEATHER REPORTING STATION THAT PROVIDES SITE SPECIFIC RAINFALL DATA FROM NEAR QUANTITIES.
8. CONTRACTOR SHALL PROVIDE WEEKLY EROSION CONTROL PROGRESS REPORTS TO THE VILLAGE IN AN ELECTRONIC FORMAT.

HATCH LEGEND:

- DENOTES REVERSE (SPILLING) CURB & GUTTER
- DENOTES CONCRETE CURB & GUTTER (CATCHING)
- DENOTES AREA OF DEPRESSURE SPILLING CURB & GUTTER
- DENOTES AREA OF DEPRESSURE CATCHING CURB & GUTTER
- DENOTES TEMPORARY CONSTRUCTION ACCESS (SEE SHEET C-500 FOR TYPICAL SECTION)
- DENOTES PERMANENT EROSION BARRIER (SILT FENCE), INLET & GUTTER PROTECTION AND STITCH CHECK
- DENOTES PROPOSED OVERFLOW DIRECTION ARROWS



EROSION CONTROL NOTES:

- Installation of erosion and sediment control practices shall occur prior to any soil disturbance.
- Construction shall be stopped to minimize the amount of the site that will be disturbed at any time.
- The site superintendent shall arrange for qualified individuals to be responsible for inspection, maintenance and repair activities, and filing out the inspection and maintenance sheets.
- Personnel assigned for inspection and maintenance responsibilities shall receive training in the direction of the site superintendent. They will be trained in all the inspection and maintenance practices necessary for ensuring the erosion and sediment controls used operate in good working order.
- All control measures, including areas, and construction activities will be inspected at least once each week and following any storm event or 0.2 inches or greater.
- The superintendent shall also ensure that the record of grading activities is up to date and report to the site superintendent any erosion-prone portions of the site that still require stabilization in the following year.
- All measures will be maintained in good working order. If the inspector determines that repair is necessary, it will be initiated within 24 hours of report.
- If it is determined, as a result of an inspection, that the controls provided in this plan are not adequate to minimize or appropriately minimize the discharge of sediment or pollutants into stormwater properties or receiving waters, the inspector shall recommend changes to the plan to correct the deficiency as part of the inspection report. These changes shall become part of the plan and shall be implemented within 7 days.
- A maintenance inspection report will be prepared after each inspection. Each report will be filed in the SPMR. Copies of the annual SPMR shall be kept on the job site during construction and shall be returned to the contractor in a period of three days after the notice of termination is submitted to CTA. Copies of the inspection reports and installed SPMR shall be provided to the Owner (or party's agent), his representative, or any municipal, state or federal review agencies on request.
- All soil sediment will be removed from all areas when it has reached 100-120% the height of the fence.
- Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts and line of fence are firmly in the ground.
- Temporary and permanent seeding and planting will be inspected for bare spots, weeds, and healthy growth.



Chick-fil-A

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998



LARGEST DESIGN FIRM
IN ILLINOIS
1725 N. FRONT
STREET, SUITE 100
NORTH CHICAGO, IL 60640
PHONE: 815.365.1778
FAX: 815.365.1781

CHICK-FIL-A
ALGONQUIN FSU
425 S. RANDALL ROAD
ALGONQUIN, IL 60102

FSR# 04756

STORMWATER POLLUTION PREVENTION PLAN

PRELIMINARY

PROJECT NO. 200908
DESIGNED BY JPV
CHECKED BY JPV
DATE 12/20/09
SCALE 1"=20'
PROJECT TITLE
EROSION CONTROL PLAN
SHEET NO. C-302

SCALE IS ONE INCH ON
OFFICIAL DRAWINGS
EQUALS 1"
IF NOT ONE INCH,
ADAPT SCALE ACCORDINGLY



**PRELIMINARY
NOT FOR CONSTRUCTION**

DESIGN DEVELOPMENT PACKAGE

ALGONQUIN

425 S. RANDALL ROAD , ALGONQUIN , IL 60102

STORE NUMBER

04756



PERSPECTIVE VIEW - ENTRY

DESIGN DEVELOPMENT COVER SHEET

04756, ALGONQUIN, 425 S. RANDALL ROAD, ALGONQUIN, IL 60102

02/05/21





PERSPECTIVE VIEW - REAR LEFT

EXECUTIVE SUMMARY

EXTERIOR MODIFICATIONS
ENTER EXTERIOR MODIFICATIONS HERE.

INTERIOR MODIFICATIONS
ENTER INTERIOR MODIFICATIONS HERE.

FRONT OF HOUSE MODIFICATIONS
ENTER FRONT OF HOUSE MODIFICATIONS HERE.

BACK OF HOUSE MODIFICATIONS
ENTER BACK OF HOUSE MODIFICATIONS HERE.



PERSPECTIVE VIEW - FRONT LEFT



PERSPECTIVE VIEW - REAR RIGHT

PERSPECTIVE VIEWS

04756, ALGONQUIN, 425 S. RANDALL ROAD, ALGONQUIN, IL 60102

02/05/21





EXTERIOR ELEVATION
1" = 10'-0"



EXTERIOR ELEVATION
1" = 10'-0"

EXTERIOR ELEVATIONS

04756, ALGONQUIN, 425 S. RANDALL ROAD, ALGONQUIN, IL 60102

02/05/21





EXTERIOR ELEVATION

1" = 10'-0"



EXTERIOR ELEVATION

1" = 10'-0"

EXTERIOR ELEVATIONS

ATTACHED CANOPY SCHEDULE

Mark	Description	Count	Overall Width	Overall Depth	Tie Back Mounting (Offset From Top)	Integral Lighting
C1-A	Exterior Canopy	1	3'-8 1/2"	1'-0"	0"	Yes
C1-C	Exterior Canopy	10	6'-4"	1'-0"	0"	No
C3-B	Exterior Canopy	2	15'-0"	4'-0"	2'-4"	No
C4-G	Exterior Canopy	1	7'-0"	4'-0"	2'-4"	Yes
Grand total		14				

EXTERIOR FINISHES



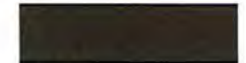
BR-1
GLEN-GERY BRICK VENEER
COLOR: RED VELOUR



EC-1
PREFINISHED METAL COPING
COLOR: DARK BRONZE



SV-1
CULTURED STONE
COLOR: HUDSON BAY
SIZE: MODULAR



PT-9
EXTERIOR PAINT
COLOR: DARK BRONZE
FINISH: SEMI-GLOSS

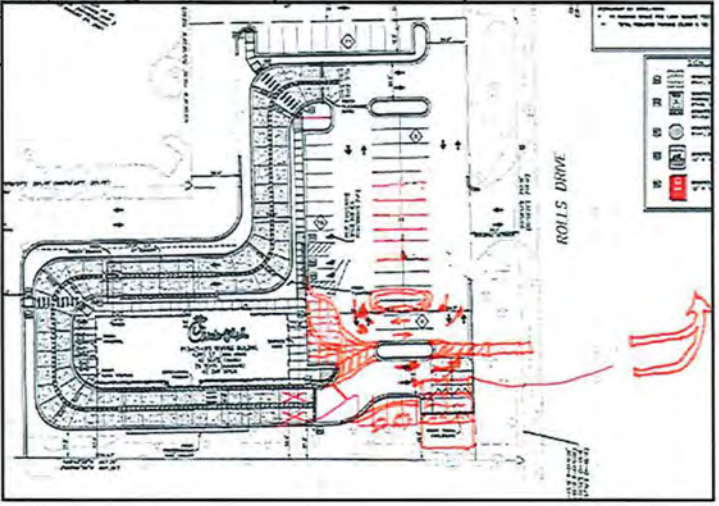
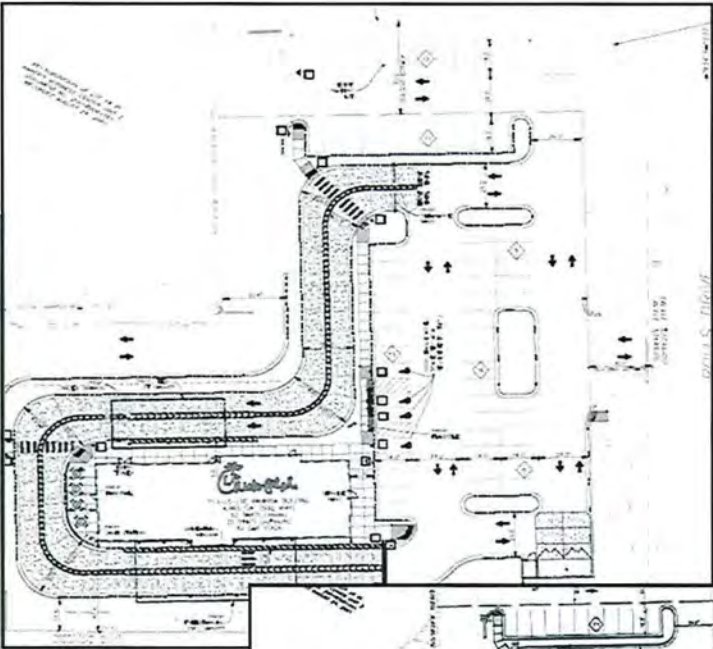


BR-2
BRICK VENEER
COLOR: LIGHT BROWN
SIZE: MODULAR



ST-1
STOREFRONT
COLOR: DARK BRONZE

Chik Fil A Site



22

RECIPROCAL EASEMENT,
MAINTENANCE
AND USE RESTRICTION
AGREEMENT

MCHENRY COUNTY RECORDER
PHYLLIS K. WALTERS

2001R0065754

09-06-2001 9:00 AM

RECORDING FEE 36.00
PAGES 22
COUNTY STAMP FEE
STATE STAMP FEE

THIS RECIPROCAL
EASEMENT, MAINTENANCE
AND USE RESTRICTION
AGREEMENT (this
"Agreement") is made and entered
into as of the

(Above Space for Recorder's Use Only)

28th day of August, 2001, by and between ALDI INC., an Illinois
corporation ("Aldi") and OAKRIDGE ACORN II, L.L.C., an Illinois limited liability company
("Oakridge").

WITNESSETH:

WHEREAS, Aldi is the legal owner of that certain parcel of real property, containing
approximately 2.30 acres, located south of Stonegate Road and east of Randall Road in
Algonquin, Illinois, which parcel is more particularly described on Exhibit A hereto (the "Aldi
Parcel"); and

WHEREAS, Oakridge is the legal owner of that certain parcel of real property, containing
approximately 0.70 acres, adjacent to the Aldi Parcel to the north and west and located at the
southeast corner of Randall Road and Stonegate Road in Algonquin, Illinois, which parcel is
more particularly described on Exhibit B hereto (the "Oakridge Parcel"); and

WHEREAS, the Aldi Parcel and the Oakridge Parcel are each hereinafter individually
referred to as a "Parcel" and are hereinafter collectively referred to as the "Parcels" or the
"Development"; and

WHEREAS, Aldi and Oakridge (each hereinafter referred to as a "Party") desire to
subject their Parcels to the restrictions contained herein and obtain the benefits created hereby.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by each
to the other and other good and valuable consideration, the receipt and sufficiency of which are
hereby acknowledged, the parties hereto agree as follows:

TC

01-41-0876

2

23888
CHICAGO TITLE

I. Easements.

(a) Ingress and Egress. Each Party ("Grantor Party") hereby grants to the other Party ("Grantee Party"), for the benefit and use of the Grantee Party, its tenants, agents, employees, customers, invitees, licensees, successors and assigns, as an appurtenance to the Parcel owned by the Grantee Party, a perpetual, non-exclusive easement for pedestrian and vehicular ingress and egress to and from the Parcel owned by the Grantor Party, upon, over and across all those sidewalks, entrances, drives, lanes, roadways, service drives and parking areas on the Parcel owned by the Grantor Party which are now or may hereafter from time to time be used for pedestrian and vehicular ingress and egress.

(b) Parking. The Grantor Party hereby grants to the Grantee Party, for the benefit and use of the Grantee Party, its tenants, agents, employees, customers, invitees, licensees, successors and assigns, as an appurtenance to the Parcel owned by the Grantee Party, a perpetual, non-exclusive easement for parking vehicles in the parking areas on the Parcel owned by the Grantor Party which are or may hereafter from time to time be used for parking. Notwithstanding the cross-easements granted herein for parking, each Party covenants and agrees that in applying for development approvals of its Parcel, no portion of the Parcel owned by the other Party may be considered in determining if the Parcel satisfies all laws, statutes and regulations governing the number, location or size of parking spaces. Each Parcel shall comply independently of the other Parcel with all parking requirements as fully as though this Agreement did not exist. Without the prior written consent of the other Party, which consent may be withheld for any reason whatsoever, neither Party shall apply for or accept any variance, special exception or other relief from the parking requirements imposed by all laws, statutes and regulations governing the number, location or size of parking spaces.

(c) Signs. Oakridge hereby grants to Aldi, its tenants, agents, employees, successors and assigns, as an appurtenance to the Aldi Parcel, (i) a perpetual, non-exclusive easement upon, over and across the Oakridge Parcel (except for any portion on which a building is at any time hereafter located) for purposes of the installation and maintenance of the Sign (as hereinafter defined) which is located on the Oakridge Parcel and Aldi's sign panel located thereon, and (ii) a perpetual, non-exclusive easement upon, over, across and under those portions of the Oakridge Parcel which are depicted on Exhibit C hereto and labeled "Electrical Service Easement Area" for purposes of the installation, maintenance, repair and replacement of underground facilities for electrical service to Aldi's sign panel on the Sign which is located on the Oakridge Parcel (the "Electrical Service Easement").

(d) Drainage. Aldi hereby grants to Oakridge, its tenants, successors and assigns, as an easement appurtenant to the Oakridge Parcel, a perpetual, non-exclusive easement upon, over and across and under that portion of the Aldi Parcel which is depicted on Exhibit C attached hereto and labeled "Storm Water Main Easement" (or a substantially similar name), for the purposes of the installation, maintenance, repair and replacement of underground facilities for

surface water drainage, within the easement area depicted on Exhibit C, to and from the Oakridge Parcel. The Storm Water Main Easement is referred to herein as the "Utility Facility." All pipes, wires, lines, conduits, mains, sewers, systems and related equipment of the Utility Facility will be installed underground or otherwise enclosed and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of the Aldi Parcel. The owner of the Aldi Parcel will have the right at any time, and from time to time, to relocate the Utility Facility then located on the Aldi Parcel on the conditions that: (i) such right of relocation will be exercisable only after thirty (30) days' prior written notice of the intention to relocate has been given to the owner of the Oakridge Parcel; (ii) such relocation will not unreasonably interrupt any utility service to the improvements then located on the Oakridge Parcel or disrupt ingress or egress to the Oakridge Parcel; (iii) such relocation will not reduce or unreasonably impair the usefulness or function of the Utility Facility to be relocated; and (iv) all costs of such relocation will be borne by the owner of the Aldi Parcel.

(e) Easement Grants Do Not Restrict Grantor Party's Right to Build. Each Party acknowledges that the easements herein granted shall not in any way restrict the Grantor Party's right to build on the Parcel which it owns or to expand any existing building on its Parcel; provided, however, no buildings or other improvements which may interfere with the Electrical Service Easement shall be built in the area identified on Exhibit C attached hereto as the Electrical Service Easement Area, and further provided that any such construction shall not result in reducing the number of parking spaces on either Parcel below that required by applicable laws, statutes and regulations in accordance with Section 1(b) above.

2. Construction and Maintenance of Certain Improvements.

(a) Construction and Maintenance of Sidewalks, Driveways and Parking Areas. Each Party shall, at its own cost and expense, construct the sidewalks and construct and pave the drives, roadways and parking areas located on the Parcel to which it holds title; install, repair and maintain adjoining landscaping, street lighting and signage; stripe and re-stripe directional markers on its Parcel; provide snow and ice removal from sidewalks, drives, roadways and parking areas located on its Parcel when necessary; and maintain and repair all of the improvements described in this paragraph which are located on its Parcel to keep the same in a clean, sightly, safe, unobstructed, good and usable condition. With regard to the foregoing, each Party shall comply with any and all applicable federal, state and local zoning and other ordinances, statutes, guidelines, requirements and regulations. Notwithstanding the foregoing, each Party acknowledges that as to the enforcement rights of the Village of Algonquin, as contemplated in Village of Algonquin Ordinance Numbers 2001-0-30 and 2001-0-36, it is jointly and severally liable for the foregoing obligations.

(b) Utilities. No easements for utilities other than the Electrical Service Easement and Storm Water Main Easement are granted by this Agreement.

(c) Drainage. Certain off-site storm sewer drainage facilities have been constructed to serve the Development and other property. Such facilities are subject to an easement for the benefit of, among other, the owners of the Aldi Parcel and the Oakridge Parcel, which easement was created by a certain Retention Pond Agreement dated July 6, 1993 and recorded July 13, 1993 as Document Number 93R040761 (the "Retention Pond Agreement"). The terms and provisions of such Retention Pond Agreement were further implemented by a certain Declaration for Northwest Algonquin/Randall Business Owner's Association dated September 15, 1997 and recorded September 16, 1997 as Document Number 97R44939 (the "Pond Declaration"). Pursuant to the Pond Declaration, the Development is responsible for an allocable share of the cost of maintenance of the drainage facilities. Aldi and Oakridge agree that all such costs payable by the owners of the Development shall be allocated between the Oakridge Parcel and the Aldi Parcel in proportion to the aggregate area of each such Parcel.

(d) Signs. Subject to reimbursement as hereinafter set forth, Aldi, at its sole cost and expense, agrees to construct one multi-user two-sided advertising sign which will be located at the northwest corner of the Development, fronting on Randall Road (the "Sign"). Aldi shall obtain and provide copies to Oakridge of final lien waivers in connection with the construction of the Sign and shall indemnify and hold Oakridge harmless from and against any loss, cost or expense (including reasonable attorneys' fees) arising out of any lien claims relating to the construction of the Sign. The Sign will have space for two (2) sign panels of equal size, in accordance with the sign specifications attached hereto as Exhibit D, subject to any modifications as may be required by the Village of Algonquin. Each of Aldi and Oakridge shall have use of one sign panel. Oakridge shall reimburse Aldi for one-half of the cost of construction of the Signs, exclusive of the panels, which total cost shall not exceed Twenty-Five Thousand Dollars (\$25,000.00), within fifteen (15) days of Aldi providing an invoice to Oakridge. Aldi shall pay all permit fees required for the installation of the Sign (but not the sign panels) and shall maintain and insure the Sign (except for Oakridge's sign panel) and Oakridge shall reimburse Aldi for one-half of such permit fees and such maintenance and insurance costs (exclusive of the cost of maintenance and insurance of sign panels) on a quarterly basis within fifteen (15) days following delivery of Aldi's invoice to Oakridge. Each Party shall promptly make all necessary repairs and replacements to its respective sign panel. Each Party shall provide electricity to its respective sign panel by separate meters.

(e) Material of Buildings. Each Party agrees, which agreement shall bind any future owner of any portion of the Development, that any building it constructs on that portion of the Development which it owns will be constructed of the same material which is mutually selected by Aldi and Oakridge, or such future owner, as applicable, and subject to such requirements as may be imposed by the Village of Algonquin.

3. Approval of Plans and Specifications.

(a) Approval Rights. Neither Party shall commence or permit the commencement of the initial construction and paving on the Parcel to which it holds title until

plans and specifications for such construction and paving have been submitted to the other Party and approved or deemed approved by the other Party as hereinafter provided. The plans and specifications submitted for approval shall include such data on grading and drainage as shall be required by the Village of Algonquin. Each Party shall have a right of reasonable approval of the other Party's building and site plans, including for parking areas and driveways, on such Party's portion of the Development. Each Party shall have a period of fourteen (14) days following delivery of such building and site plans during which it may raise any objections it may reasonably have to such plans. In the event the Party receiving the plans raises no objection during such fourteen (14) day period, such plans shall be deemed approved. Approval by a Party of plans, specifications and other materials shall not be deemed to be an assumption of responsibility for the accuracy, sufficiency or propriety of any such plans, specifications or other materials or a representation that such plans, specifications or other materials comply with applicable laws, rules, ordinances or regulations.

(b) Construction in Accordance with Plans. All improvements on each Parcel shall be completed by the owner of such Parcel, at its sole expense, strictly in accordance with the plans and specifications approved or deemed approved by the other Party. Each Party shall promptly complete construction of all such improvements after it has commenced their construction. This Agreement does not grant any easements for construction vehicles or the parking of cars or storage of materials used in connection with construction.

4. Covenants of the Parties.

(a) Maintenance. Each Party hereby covenants and agrees that it shall maintain its respective Parcel (including, without limitation, all parking areas, driveways, buildings and other improvements thereon) and its signage in a first-class manner, in a clean and safe condition, reasonably free of debris, ice and snow with parking spaces clearly striped, potholes filled, and driveways free of obstruction (except any temporary obstruction required in connection with repairs). Notwithstanding the foregoing, each Party acknowledges that as to the enforcement rights of the Village of Algonquin, as contemplated in Village of Algonquin Ordinance Numbers 2001-0-30 and 2001-0-36, it is jointly and severally liable for the foregoing obligations.

(b) Compliance with Laws. Each Party hereby covenants and agrees that it shall comply with the requirements of all public laws, ordinances and regulations from time to time applicable to its Parcel and the improvements thereon, and shall make any and all alterations and repairs in, on and about its Parcel as may be required by, and shall otherwise observe and comply with, all public laws, ordinances and regulations from time to time applicable to its Parcel.

(c) Use.

(i) For a period of twenty (20) years from the date of this Agreement or such longer time as Aldi may own any portion of the Development, no part of the Oakridge Parcel may be used as a grocery store and no part of the Aldi Parcel may be used as an establishment for the retail sale of prepared (A) chicken, (B) chicken products, (C) hamburgers, (D) hot dogs or (E) french fries where the retail sale of such prepared products constitutes in the aggregate at least ten percent (10%) of the total sales of such establishment. The term "grocery store" shall mean any establishment where the retail sale of groceries constitutes at least ten percent (10%) of the total sales of such establishment.

(ii) So long as either Aldi or Oakridge owns any portion of the Development, the Parcels may not be used for any of the following uses:

1. Any use which is a public or private nuisance.
2. Any use which produces noise or sound that is objectionable due to intermittence, high frequency, shrillness or loudness.
3. Any use which produces obnoxious odors.
4. Any use which produces noxious, toxic, caustic or corrosive fuel or gas.
5. Any use which produces dust, dirt or fly ash in excessive quantities.
6. Any use which produces fire, explosion or other damaging or dangerous hazard (including the storage, display or sale of explosives or fireworks).
7. Any warehouse.
8. Any assembling, manufacturing, industrial, distilling, refining, smelting, agriculture or mining operation.
9. Living quarters, sleeping apartment or lodging rooms.
10. Any establishment selling or exhibiting pornographic materials.
11. A massage parlor, or the business of "adult" materials, including, without limitation, magazines, books, movies, videos, and photographs.
12. Any mortuary, funeral home, crematorium, cemetery or similar facility.
13. Any movie theater, skating rink, bingo parlor, bowling alley, game room, pool or billiard parlor or room, game arcade or amusement center.

14. Any lounge, tavern, nightclub, disco, discotheque, dance hall, strip show, or any establishment or business offering live entertainment of any kind, other than a lounge or bar area located in a full food service restaurant.
15. Any establishment which sells alcoholic beverages for on-site or off-site consumption, other than in connection with a "family" or full food service restaurant or pharmacy.
16. Pawn shops.
17. Any flea market.
18. Any carnival, amusement park or circus.
19. Off-track betting sites.
20. Any gymnasium, sport or health club or spa.
21. Any gas station or car wash.
22. Any sale of new or used motor vehicles, trailers or mobile homes.
23. Any banquet hall, auditorium or other place of public assembly.
24. Any training or educational facility (including, but not limited to, a beauty school, barber college, reading room, school or other facility catering primarily to students or trainees rather than customers).
25. Any office use except ancillary to a retail use conducted from such site.
26. Any governmental body or subdivision or agency of a governmental body.

5. **Insurance.**

(a) **Liability Insurance.** Each Party shall each keep in full force and effect at all times a policy of public liability insurance with respect to its respective portion (including its Parcel and easements appurtenant thereto) of the Development. Each policy shall contain limits of public liability on account of bodily injuries or death as the result of any one accident or on account of property damage in an amount equal to the greater of (i) Two Million Dollars (\$2,000,000.00), or (ii) the amount of public liability coverage commonly in force with respect to comparable properties in the vicinity.

(b) **Policies.** All policies of insurance referred to in Section 5(a) above shall include the other Party and its mortgage lender (if requested in writing by the respective Party identifying such mortgage lender), as its interest may appear, as additional insureds, shall insure

such Party against liability arising out of the other Party's negligence or the negligence of any other person, firm or corporation and contain a contractual liability endorsement for liabilities assumed by each Party under this Agreement. All policies procured hereunder shall be on standard policy forms issued by insurers of recognized responsibility, rated A+VII or better by Best's Insurance Rating Service, and qualified to do business in Illinois. Each Party shall deliver to the other Party a certificate of such insurance and shall hereafter deliver certificates evidencing such insurance not less than ten (10) days prior to the expiration thereof. Such certificates shall provide that the insurance policy described therein may not be canceled or modified except upon not less than ten (10) days' written notice to the other Party.

(c) Indemnity. Subject to Subsection 5(d) below, each Party hereto (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (the "Indemnified Party") from and against any and all claims, losses, damages, injuries, liability and costs (including reasonable attorneys' fees and costs of litigation) (collectively "Claims"), arising from the death of or any accident, occurrence, injury, loss or damage whatsoever caused to any person or to the property of any person or entity as shall occur on such Indemnifying Party's Parcel unless such Claims are the result of the negligence or willful misconduct of the Indemnified Party.

(d) Waiver of Right of Recovery and Subrogation. To the extent that insurance proceeds are actually received in satisfaction of a loss which is required to be covered by insurance or is self-insured hereunder (with the deductible under any policy being deemed to be self-insured hereunder), each Party hereby waives any and all rights of recovery against any other Party for any loss or damage to the buildings, structures and improvements located on its respective Parcel or the contents contained therein, for loss of income on account of fire or other casualty, or for injury sustained on its Parcel; and each Party's aforesaid policies of insurance shall contain appropriate provisions recognizing this mutual release and waiving all rights of subrogation by the respective insurance carriers.

6. Damage and Destruction. If any of the buildings or common areas now or hereafter constructed on the Development are damaged or destroyed, provided that the owner of the other Parcel is still conducting business thereon or is restoring or intends to restore its buildings thereon, the owner of the Parcel upon which said building or common area is located shall replace such damaged or destroyed improvements with improvements of similar quality or, alternatively, shall level, grade and landscape or pave for parking the area previously occupied by such improvements.

7. Condemnation. If any portion of the entrances, drives or roadways in the Development shall be acquired for any public or quasi-public use through taking by condemnation, eminent domain or any like proceeding, or purchase in lieu thereof, each Party agrees to cooperate with the other and to use commercially reasonable efforts to restore the remaining portions of the entrances, drives and roadways to provide substitute easements or rights for the same purpose as the acquired easements or rights. The proceeds of any award

which is attributable to the taking of land shall be paid to the Party whose land is the subject of such proceeding, and each Party shall be responsible for performing any repairs or restoration on its Parcel to the extent of the proceeds of the award received by such Party.

8. **Events of Default.** Failure by a Party to perform any provision of this Agreement to be performed by such Party (the "Defaulting Party") shall constitute a default if the failure to perform is not cured within thirty (30) days after the Defaulting Party receives written notice thereof from the other Party (the "Non-Defaulting Party"). If such default cannot reasonably be cured within thirty (30) days, the Defaulting Party shall not be in default of this Agreement if the Defaulting Party commences to cure the default within such 30-day period and diligently and in good faith continues to cure the default until completion (but in no event more than one hundred twenty (120) days), provided the same is capable of being cured by the Defaulting Party.

9. **Right to Cure; Remedies.** If a Defaulting Party shall have failed to cure a default after the expiration of the applicable time for cure of a particular default, the Non-Defaulting Party may, at its election, but without obligation therefor, (a) seek specific performance of any obligation of the Defaulting Party; (b) pursue an action for injunctive or declaratory relief; (c) from time to time without releasing the Defaulting Party in whole or in part from the Defaulting Party's obligation to perform any and all covenants, conditions and agreements to be performed by the Defaulting Party hereunder, cure the default at the Defaulting Party's cost; or (d) exercise any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. All such remedies may be exercised alternatively or cumulatively. Any reasonable cost incurred by the Non-Defaulting Party in order to cure such a default by the Defaulting Party shall be due upon demand from the Defaulting Party, and shall constitute a lien on the property of the Defaulting Party which may be enforced in the manner of enforcement of judgment liens. The Non-Defaulting Party may record a memorandum of such lien against the property of the Defaulting Party.

10. **Miscellaneous.**

(a) **Covenants Running with the Land.** This Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of Aldi and Oakridge and their respective successors and assigns and shall remain in full force and effect and shall be unaffected by any change in ownership or possession of the Aldi Parcel and/or the Oakridge Parcel, or by any change of use, demolition, reconstruction, expansion or other circumstances, except as otherwise provided herein; provided, however, that upon the sale or transfer of all or any portion of the Aldi Parcel and/or the Oakridge Parcel, the seller or transferor shall automatically be deemed to have been released and relieved from all covenants contained herein from and after the date of such conveyance, but only with respect to the property conveyed, and the purchaser or transferee of such property shall automatically be deemed to have assumed such covenants with respect to the property acquired by such purchaser.

(b) Cumulative Remedies. No remedy herein or otherwise conferred upon or reserved hereunder shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Agreement may be exercised, from time to time, as often as occasion therefor may arise or as may be deemed expedient. No delay or omission by a Party to exercise any right or power arising from any breach by the other of any term or condition of this Agreement shall impair any such right or power or shall be construed to be a waiver of any such breach or an acquiescence therein; nor shall the exercise, delay or nonexercise of any such right or remedy impair the rights granted hereunder or be construed as a waiver of such right or remedy or as a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant.

(c) Address for Notice. All notices, demands, requests and other communications under this Agreement shall be in writing and shall be deemed properly served (i) on the date of delivery, if delivered by hand, (ii) on the third business day following mailing, if sent by registered or certified mail, return receipt requested, postage prepaid, (iii) on the first business day following delivery to an overnight courier, if served by overnight courier, or (iv) on the date of confirmed transmission, if sent by telephone facsimile and received not later than 4:00 p.m. or on the next business day if received after 4:00 p.m., provided that a copy of any notice sent by facsimile transmission shall be followed by a copy of such notice sent by overnight courier (except that the applicable delivery date shall be based upon the date and time of delivery of the facsimile transmission and not the time of delivery of the overnight copy). Notices shall be addressed as follows:

If intended for Oakridge:

Oakridge Acorn II, L.L.C.
c/o Oakridge Development Co.
804 Roundabout Court
West Dundee, Illinois 60118
Fax No.: (847) 428-8287
Attention: Timothy L. Schwartz

With a copy to:

McGreevy, Johnson & Williams, P.C.
6735 Vistagreen Way
Rockford, Illinois
Fax No.: (815) 639-9400
Attention: Bruce Ross-Shannon

If intended for Aldi:

Aldi Inc.
1200 North Kirk Road
Batavia, Illinois 60510-1477
Fax No.: (630) 879-8152
Attention: Daniel Soltis

With a copy to:

Gardner, Carton & Douglas
Suite 3400 - Quaker Tower
321 North Clark Street
Chicago, Illinois 60610-4795
Fax No.: (312) 644-3381
Attention: Crystal Pruess Bush

Either Party may change its address for purposes of receipt of any such communication by giving ten (10) days' written notice of such change to the other Party in the manner above prescribed.

(d) Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(e) Construction. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense where there is more than one Party, and to either corporations, associations, partnership or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. This Agreement has been the subject of extensive negotiations, and any ambiguities shall not be interpreted against a Party due to such party being the draftsman hereof.

(f) Entire Agreement. All negotiations, considerations, representations and understandings between the parties are merged herein and may be modified or altered only by an agreement in writing between the then owners of all portions of the Development. No modification, amendment or repeal of this Agreement shall result in the modification of any right of the Village of Algonquin, whether herein or elsewhere granted, without the prior written consent of the Village of Algonquin.

(g) Captions. The headings of the several sections contained herein are for convenience of reference only and do not define, limit or construe the contents of such sections.

(h) Partial Invalidity. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement

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shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(i) Waiver. No waiver of any of the terms or conditions of this Agreement shall be binding or effective unless expressed in writing and signed by the Party giving such waiver.

(j) Not a Partnership. Nothing herein contained shall be construed as creating a partnership, joint venture or any other relationship between Aldi and/or Oakridge.

(k) Facilitation. Each Party agrees to perform such further acts and to execute and deliver such further documents as may be reasonably necessary to carry out the provisions of this Agreement and are consistent therewith.

(l) Attorneys' Fees. If a Party hereto brings an action to enforce the terms hereof or declare rights hereunder, the prevailing Party in such action shall be entitled to reasonable attorneys' fees and costs of such action.

(m) Authority. Each individual executing this Agreement personally warrants and represents that he or she is authorized to enter into this Agreement on behalf of its respective corporation or partnership and to bind said entity with respect to any transaction contemplated by or occurring under the provisions of this Agreement.

(n) Interest. Wherever in this Agreement a Party is entitled to reimbursement of sums it has expended, such amount shall bear interest from the date that such reimbursement is due until the date of repayment at an annual rate equal to two percent (2%) above the prime rate of interest from time to time as published in The Wall Street Journal. Wherever in this Agreement payment is due upon request or demand, or the time for payment is not expressly provided, such payment shall be deemed for purposes of this paragraph to be due ten (10) days after such request or demand has been made. For purposes of this paragraph, payment shall not be delayed because any Party requests additional documentary substantiation of the request for reimbursement or because any Party requests additional time for review of such request.

(o) Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall collectively be deemed as one instrument.

(p) Force Majeure. The time for performance by any Party of any term or provision of this Agreement shall be deemed extended by time lost due to delays resulting from weather which creates a situation in which it is significantly more difficult to construct than a typical period for prior years in the Chicago metropolitan area, acts of God, strikes, civil riots, floods, unavailability of material or labor, restrictions by governmental authorities and any other causes not within the reasonable control of such Party.

(q) Mortgages. Each Party represents and warrants to each other that there are no mortgages or deeds of trust which encumber its respective Parcel as of the date hereof. The covenants and agreements set forth herein shall not be affected by any foreclosure or deed in lieu of foreclosure, and any person or entity, including but not limited to a mortgagee or beneficiary of a deed of trust, which hereafter acquires title to any portion of the Development shall be subject to the terms and provisions hereof.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed as of the day and year first above written.

ALDI INC., an Illinois corporation

By: 

Its: VICE PRESIDENT - DISTRIBUTION DIVISION

OAKRIDGE ACORN II, L.L.C.,
an Illinois limited liability company

By: 

Its: MANAGING MEMBER

This Instrument Was Prepared By
And After Recording Return to:
Crystal Pruess Bush
Gardner, Carton & Douglas
321 North Clark Street
Chicago, Illinois 60610-4795

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WADEN WEINZIAL, personally known to me to be the Vice President of ALDI INC., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 28th day of August, 2001.

Jean M. Provenzano
Notary Public

My commission expires:

OFFICIAL SEAL
JEAN M PROVENZANO
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAR. 20, 2002

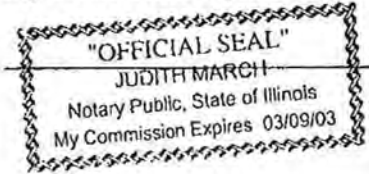
STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Timothy L. Schwartz, personally known to me to be the Manager of OAKRIDGE ACORN II, L.L.C., an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager he signed and delivered the said instrument, pursuant to authority given by said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 4th day of September, 2001.

Judith March
Notary Public

My commission expires:



**LIST OF EXHIBITS TO RECIPROCAL EASEMENT,
MAINTENANCE AND USE RESTRICTION AGREEMENT**

Exhibit A	Aldi Parcel
Exhibit B	Oakridge Parcel
Exhibit C	Easement Areas
Exhibit D	Sign Specifications

EXHIBIT A

ALDI PARCEL

Lot 2 in the Re-Subdivision of Lot 14 in Kaper's Business Center Unit 2, being a Re-Subdivision of Kaper's Business Center Unit 2, Being a Subdivision of part of the West Half of the Southwest Quarter of Section 29, Township 43 North, Range 8, East of the Third Principal Meridian, Illinois, according to the Plat thereof, recorded August 24, 2001 as Document No. 2001R0061761 in McHenry County, Illinois.

Permanent Real Estate Index Number(s): Part of 19-29-351-010

Address of Real Estate: Vacant land located at the Southeast corner of Stonegate and Randall Roads, Algonquin, Illinois.

01-41-0892

EXHIBIT B

OAKRIDGE PARCEL

Lot 1 in the Re-Subdivision of Lot 14 in Kaper's Business Center Unit 2, being a Re-Subdivision of Kaper's Business Center Unit 2, Being a Subdivision of part of the West Half of the Southwest Quarter of Section 29, Township 43 North, Range 8, East of the Third Principal Meridian, Illinois, according to the Plat thereof, recorded August 24, 2001 as Document No. 2001R0061761 in McHenry County, Illinois.

Permanent Real Estate Index Number(s): Part of 19-29-351-010

Address of Real Estate: Vacant land located at the Southeast corner of Stonegate and Randall Roads, Algonquin, Illinois.

01-41-0893

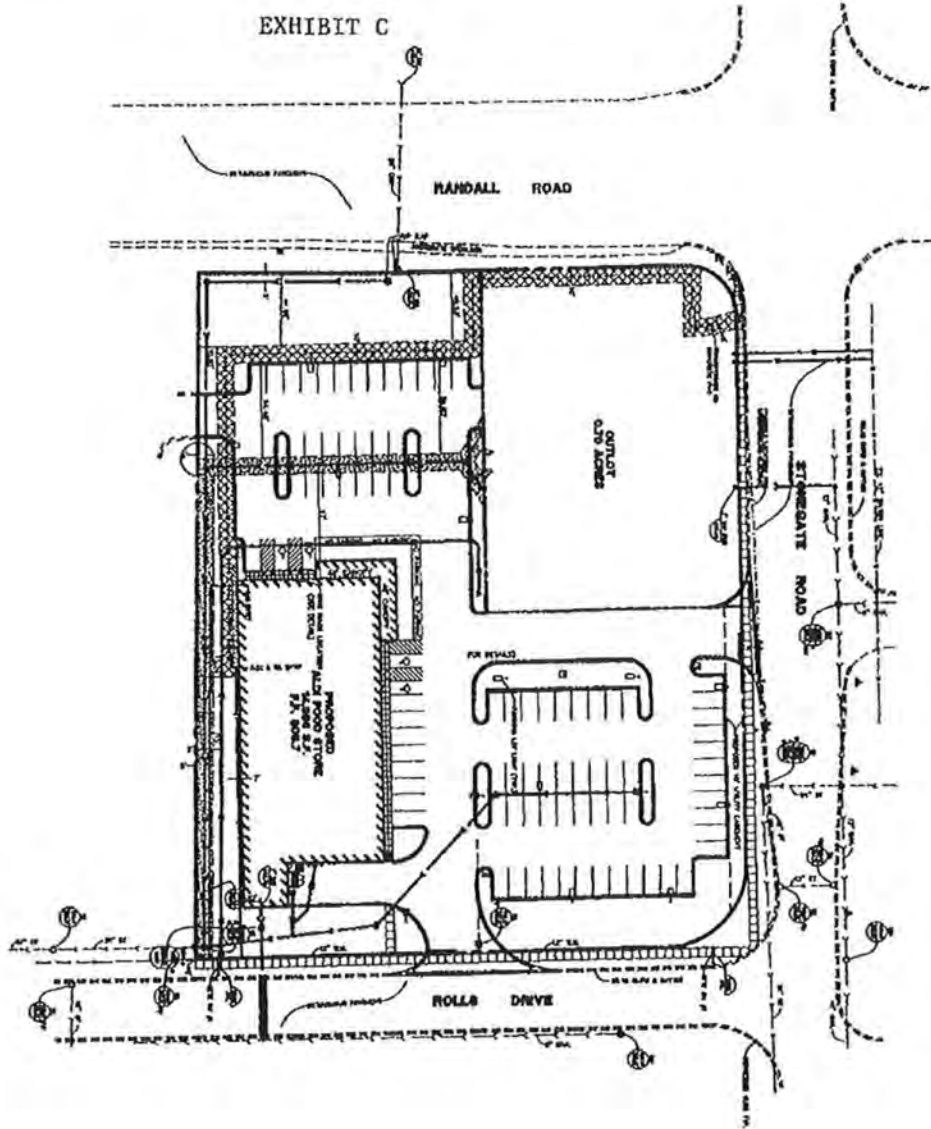
EXHIBIT C

EASEMENT AREAS

See Attached

01-41-0894

EXHIBIT C



1	2	3	4	5	6	7	8	9	10

PROPOSED ALDI FOOD STORE
 VILLAGE OF ALGONQUIN
 BASEMENT EXHIBIT



MANHARD CONSULTING LTD.
 ENGINEERS - SURVEYORS - PLANNERS
 900 Brookside Parkway, Toronto, Ontario M6M 1S1
 Tel: 416/591-4544 Fax: 416/591-0993 <http://www.MANHARD.com>

01-41-0895

EXHIBIT D

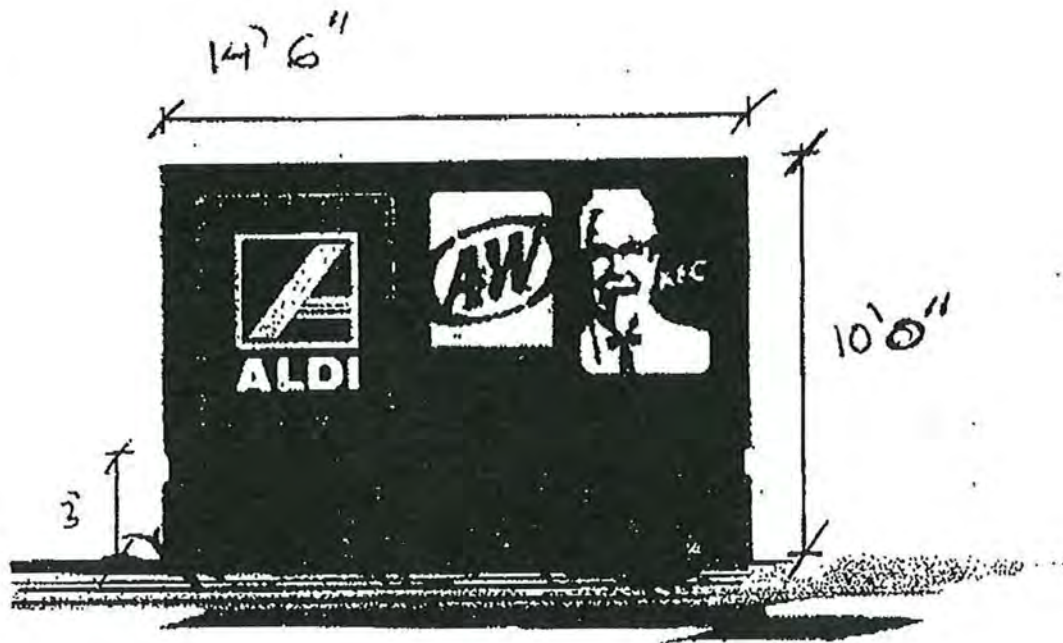
SIGN SPECIFICATIONS

See Attached

CH01/12136943.7

01-41-0896

SHARED MONUMENT SIGN





VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: April 7, 2021

TO: Committee of the Whole

FROM: Francie Sallinger, Interim Village Planner

SUBJECT: *Special Event Consideration – Light of Christ Church Global 6k Event*

Light of Christ Church, located at 1700 Longmeadow Pkwy, has petitioned for a Special Event Permit to hold a “Global 6k” event on and around their property on Saturday, May 22, 2021.

The event would take place from 7am – 1pm including set up and clean-up. The route for the 6k goes through the neighborhood surrounding the church and volunteers will be stationed along the path, wearing safety vests. All parking would be on-site, with a general, high-level traffic flow plan sketched on the map provided in the application. Races would have staggered start times of 9:30am, 10:00 am, and 10:30am. A certificate of insurance has been submitted.

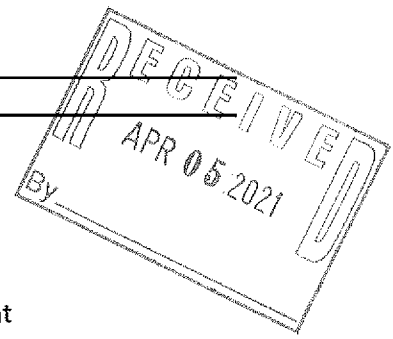
Staff have reviewed the request and recommend approval with the following conditions as outlined in the attached Special Event Permit.

Approval contingent upon the following:

- Trash removal shall be coordinated with the Village Parks and Forestry Division of Public Works
- Police Officers and Village officials shall have free access to the event at all times to assure that the event is in compliance with the Municipal Code
- Parking is not permitted on grass or bike paths at any times, all parking shall be on paved surfaces approved for such use
- Temporary and directional signs permitted, shall not be installed prior to May 21 after 5:00 pm and must be removed by 5:00 pm on May 22
- Alcohol is not permitted
- Any temporary tents or structures shall be properly weighted or tied down. 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
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed
- Special event permit fees must be paid prior to the event



Special Event Permit Number _____
Application _____



**VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT
SEASONAL/SPECIAL EVENT PERMIT APPLICATION**

Application is hereby made for a permit to conduct a Seasonal/Special Event

Location of Event Light of Christ Church
Name of Applicant Maureen O'Connor Phone [REDACTED]
Address [REDACTED] Algonquin, IL 60102

PROPERTY OWNERS SIGNATURE OF PERMISSION Maureen O'Connor
(required)

Attach or indicate below site plan, a time schedule for set-up and clean up, a time schedule for the actual event, parking & lighting plan, and please indicate ingress, egress, and traffic control, and indicate any tent location(s) and fencing. *Held at Light of Christ Church all parking onsite.*

*Set-up 7am
Clean-up 1pm
Race Stagger Starts 9:30/10:00/10:30*

*Traffic control Plan:
Indicated on maps
Use volunteers/bright safety vests*

The undersigned certifies that the statements in this application are true and correct and that all work done under the proposed permit will conform to the requirements of the Village of Algonquin Zoning Ordinance and all other Village Ordinances.

Tent Erector _____ Phone _____
Address _____

No error or omission in either plans or application, whether said plans or application has been approved by the Community Development or not, shall permit or relieve the applicant from conducting this event in any other manner that provided for in all the ordinances of the Village of Algonquin relating thereto. The applicant having prepared and read this application and fully understanding the intent thereof declares that the statements made are true to the best of his/her ability, knowledge and belief. No refund of permit fees shall be issued.

[Signature]
Signature of Applicant _____ *4/1/2021*

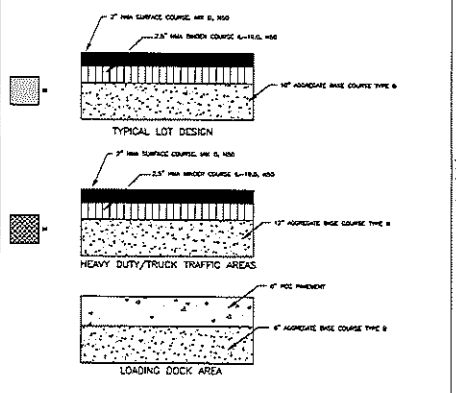
Mention PERMIT NUMBER AND ADDRESS when requesting inspection. Phone 847-658-2700 (Option 3)
Fax 84 7-658-2631

SEASONAL EVENT FEE _____
ELECTRIC FEE _____
TOTAL PERMIT FEE _____
DATE ISSUED _____
TEMPORARY PERMIT EXPIRES ON _____

Building Commissioner



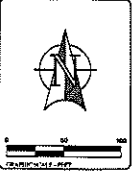
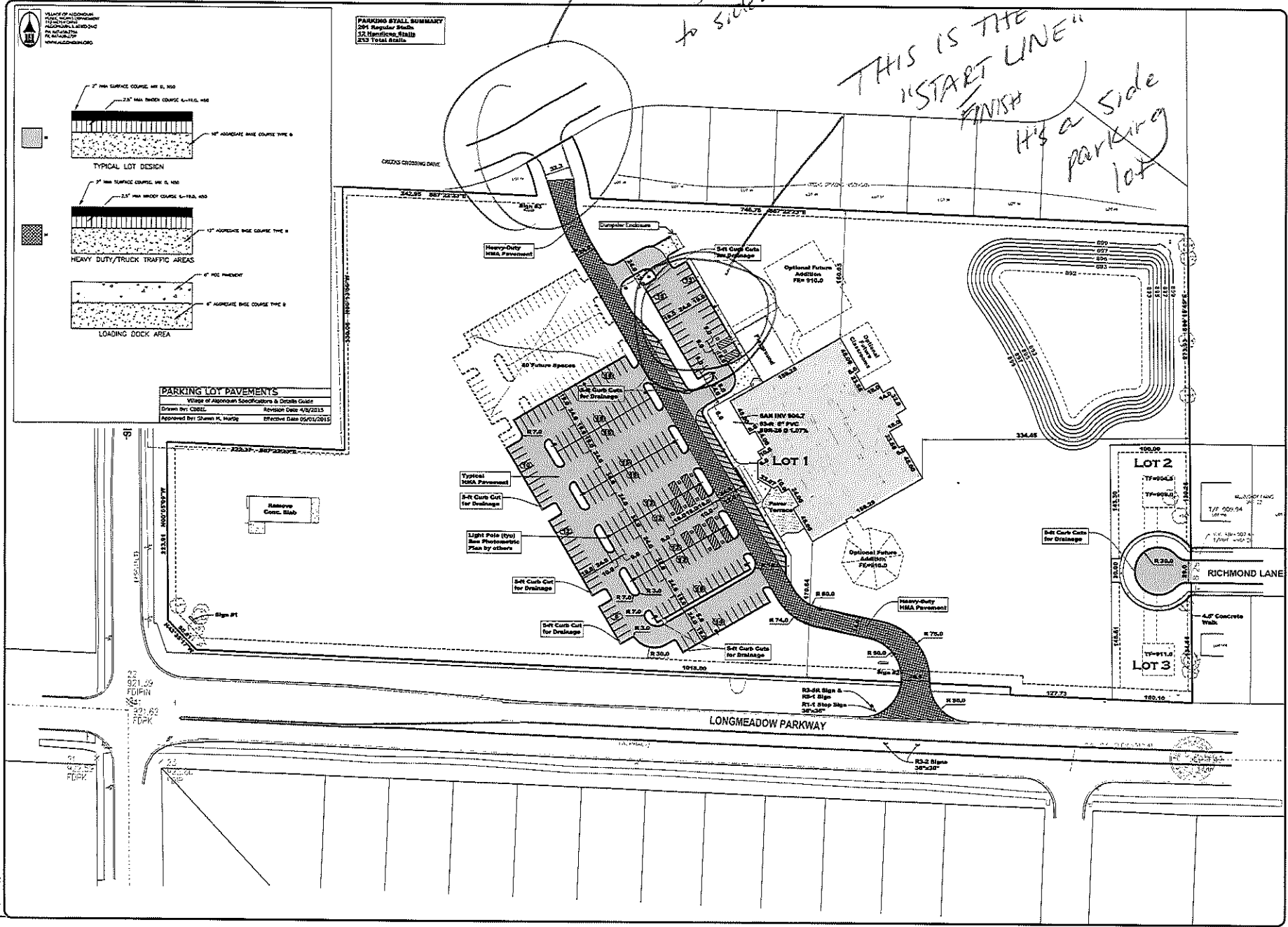
PARKING STALL SUMMARY
 291 Regular Stalls
 12 Handicap Stalls
 253 Total Stalls



PARKING LOT PAVEMENTS
 Village of Algonquin Specifications & Details Guide
 Drawn by: CIBEL Revision Date: 4/02/2015
 Approved by: Shawn A. Harbo Effective Date: 09/01/2015

crossing over street to sidewalk

THIS IS THE "START LINE" FINISH
It's a side parking lot



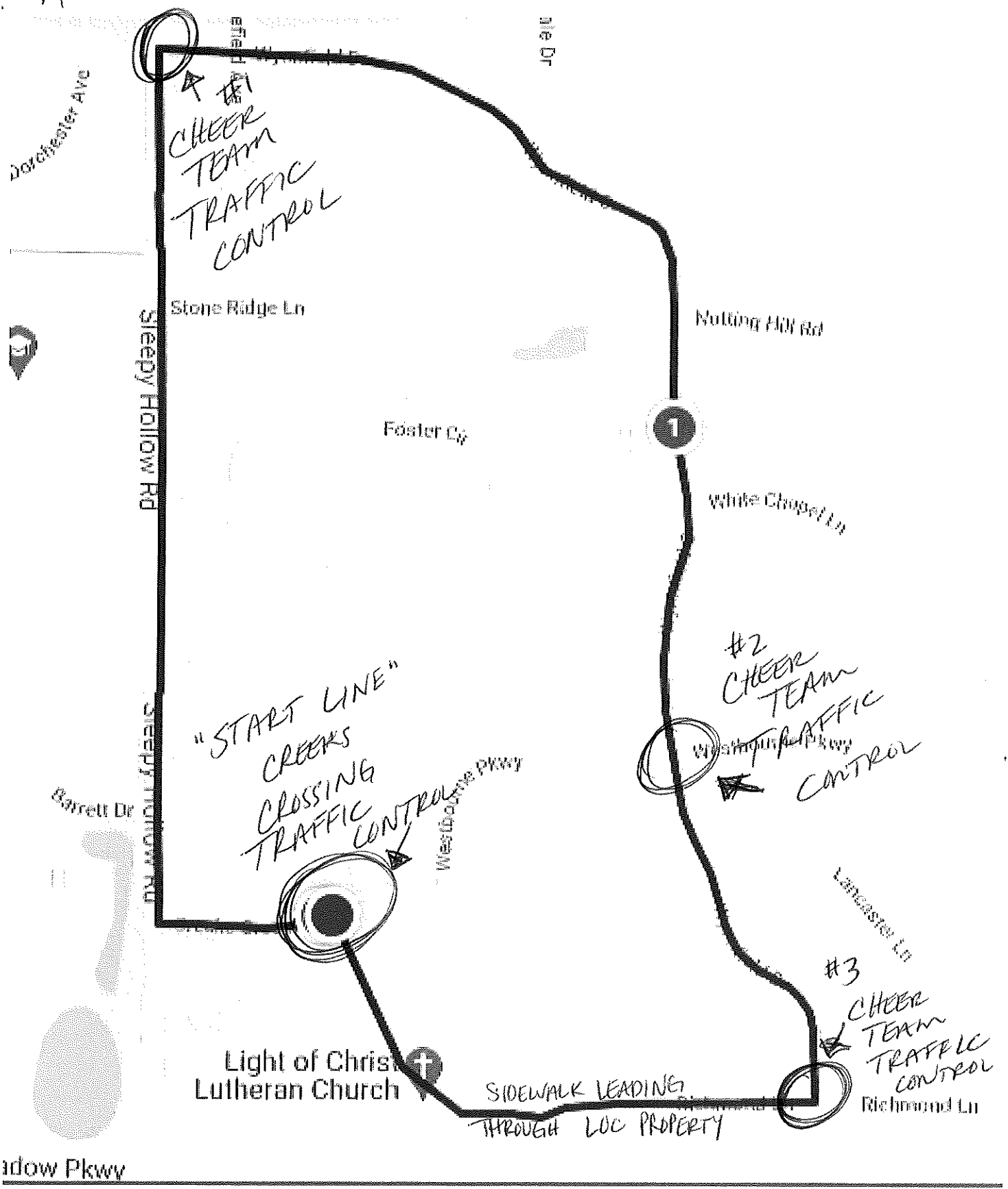
LIGHT OF CHRIST LUTHERAN CHURCH
 ALGONQUIN, IL

WMA
 WENZEL, MCGRAW & ANIBERG, LTD.
 1000 N. State St., Suite 100, Algonquin, IL 60105
 815.395.1100
 www.wma.com

NO.	DATE	DESCRIPTION
1	08/11/15	ISSUED FOR PERMIT
2	08/11/15	ISSUED FOR PERMIT
3	08/11/15	ISSUED FOR PERMIT
4	08/11/15	ISSUED FOR PERMIT
5	08/11/15	ISSUED FOR PERMIT
6	08/11/15	ISSUED FOR PERMIT
7	08/11/15	ISSUED FOR PERMIT
8	08/11/15	ISSUED FOR PERMIT
9	08/11/15	ISSUED FOR PERMIT
10	08/11/15	ISSUED FOR PERMIT

PAVING & LAYOUT PLAN

C-2



CHEER TEAM TRAFFIC CONTROL

"START LINE" CREEKS CROSSING TRAFFIC CONTROL

#2 CHEER TEAM TRAFFIC CONTROL

#3 CHEER TEAM TRAFFIC CONTROL

SIDEWALK LEADING THROUGH LOC PROPERTY

1

Westbourne Pkwy

Light of Christ Lutheran Church

Dorchester Ave

Sleepy Hollow Rd

Sleepy Hollow Rd

Barrett Dr

Meadow Pkwy

Foster City

Stone Ridge Ln

Nutting Hill Rd

White Chapel Ln

Lancaster Ln

Richmond Ln

me Dr



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cribbet Insurance Agency, Inc. 31663 Emerson Drive Spanish Fort AL 36527	CONTACT NAME: Cheri Cribbet PHONE (A/C, No, Ext): (815) 477-0375 FAX (A/C, No): (815) 477-1955 E-MAIL ADDRESS: info@cribbetinsurance.com
	INSURER(S) AFFORDING COVERAGE
INSURED Light of Christ Lutheran Church 1700 Longmeadow Parkway Algonquin IL 60102 (847) 658-9250	INSURER A: GuideOne Mutual Insurance Co. NAIC # 15032
	INSURER B: GuideOne Specialty Mutual Ins. 14559
	INSURER C:
	INSURER D:
	INSURER E:
INSURER F:	

COVERAGES **CERTIFICATE NUMBER: Cert ID 716** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			00-1404-560	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			00-1799-427	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 2,500			00-1404-561	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	00-1404-562	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
							\$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Light of Christ Global 6k, Saturday, May 22, 2021.

CERTIFICATE HOLDER Village of Algonquin 2200 Harnish Dr Algonquin IL 60102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Cheri Cribbet</i>

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Village of Algonquin
The Gem of the Fox River Valley

SPECIAL EVENT PERMIT

Light of Christ Church

Description of Event: Global 6k Run Event
Location of Event: 1700 Longmeadow Pkwy / surrounding neighborhood
Parking/Traffic: Light of Christ Church Parking lot

Event Contact: Maureen O'Connor
Date(s) of Event: May 22, 2021
Time(s) of Event: 7:00 AM - 1:00 PM

Event Notes:

- Trash removal shall be coordinated with the Village Parks and Forestry Division of Public Works
- Police Officers and Village officials shall have free access to the event at all times to assure that the event is in compliance with the Municipal Code
- Parking is not permitted on grass or bike paths at any times, all parking shall be on paved surfaces approved for such use
- Temporary and directional signs permitted, shall not be installed prior to May 21 after 5:00 pm and must be removed by 5:00 pm on May 22
- Alcohol is not permitted
- Any temporary tents or structures shall be properly weighted or tied down. 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
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed
- Special event permit fees must be paid prior to the event

Conditions of Approval/Additional Requirements:

- All participants and permittee shall abide by the provisions of the Algonquin Municipal Code

Date Issued:

Approved By: _____

cc: Village Manager
Police Department
Community Development Department



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: April 7, 2021

TO: Committee of the Whole

FROM: Francie Sallinger, Interim Village Planner

SUBJECT: *Special Event Consideration – Goodwill Earth Day Donation Event*

Goodwill, located at 1430 E. Algonquin Road has petitioned for a Special Event Permit to hold a “Stuff the Truck” Earth Day donation event in their parking lot on April 22, 2021.

The event would take place from approximately 8am-4:30pm. There would be a box truck for donations as well as two food trucks onsite from 10:30-1pm and 12:30-4pm. The food trucks would be parked next to Goodwill’s building and a donation box truck in the parking lot. The event is open to the community and could help keep items out of landfills while also supporting local food truck businesses. A rough sketch plan and certificate of insurance was provided.

Staff have reviewed the request and recommend approval with the following conditions as outlined in the attached Special Event Permit.

Approval contingent upon the following:

- Trash removal shall be coordinated with the Village Parks and Forestry Division of Public Works
- Police Officers and Village officials shall have free access to the event at all times to assure that the event is in compliance with the Municipal Code
- Parking is not permitted on grass or bike paths at any times, all parking shall be on paved surfaces approved for such use
- Temporary and directional signs permitted, shall not be installed prior to April 21 after 5:00 pm and must be removed by 5:00 pm on April 22
- Alcohol is not permitted
- Any temporary tents or structures shall be properly weighted or tied down. 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
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed
- The applicant will need Public Works approval for any water hookup to hydrant for the food truck service
- Special event permit fees must be paid prior to the event

SEASONAL/SPECIAL EVENT PERMIT NUMBER: _____
APPLICATION: _____

COMMUNITY DEVELOPMENT DEPARTMENT
MAR 2 1992
3/29/92

**VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT
SEASONAL/SPECIAL EVENT PERMIT APPLICATION**

Application is hereby made for a permit to conduct a Seasonal/Special Event

Location of Event 1430 E. Algonquin Road Goodwill

Date(s) and Time(s) of the Event 4/22 9:00am - 4:00pm

Name of Applicant Leann Ryman Phone 847-458-1762

Applicant's Address _____

PROPERTY OWNER'S SIGNATURE OF PERMISSION: _____
(required)

Attach or indicate below site plan, a time schedule for set-up and clean up, parking & lighting plan, and please indicate ingress, egress, and traffic control, and indicate any tent location(s) and fencing.

We are having a donation "stuff the truck" event on Earth Day 4-22-91. We will have a box truck for donations to go into, as well as 2 food trucks: 10:30-1:00 and 12:30-4:00. They will be set up on the side of our building and the box truck will be in the parking lot. We have a large parking lot with lots of avenues to enter and exit. The event will end at 4:00pm and trucks gone by 4:30 at the latest. Set up will be minimum, done by 8:50 am.

Tent Director _____ Phone _____

Address _____

The undersigned certifies that the statements in this application are true and correct and that all work done under the proposed permit will conform to the requirements of the Village of Algonquin Zoning Ordinance and all other Village Ordinances.

No error or omission in either plans or application, whether said plans or application has been approved by the Community Development or not, shall permit or relieve the applicant from conducting this event in any other manner that provided for in all the ordinances of the Village of Algonquin relating thereto. The applicant having prepared and read this application and fully understanding the intent thereof declares that the statements made are true to the best of his/her ability, knowledge and belief. No refund of permit fees shall be issued. Application shall be submitted no less than 21 days before the event's start date.

Leann Ryman
Signature of Applicant

EVENT FEE _____

ADDITIONAL FEE(S) _____

TOTAL PERMIT FEE _____

DATE ISSUED _____

TEMPORARY PERMIT EXPIRES ON _____

Building Official

Scharlet Belokon

From: Leann Ryman <LeannR@goodwillni.org>
Sent: Wednesday, March 31, 2021 9:25 AM
To: CD Permits
Cc: Jeffery Aquino; Keary Fath
Subject: Re: Alg Goodwill Event
Attachments: Certificate of Insurance.pdf; Event Map.jpg

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

Good Morning!

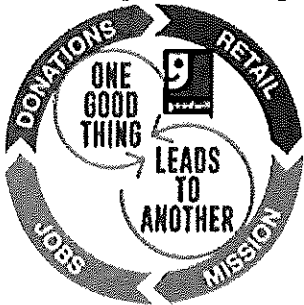
Attached is the map of the complex with flow of traffic and a certificate of insurance.

We are really excited to be hosting this Earth Day event to help members of the community donate items to keep as many items out of the landfill as possible! We love being able to do our part to help the environment while also bringing the community together and helping support a couple local food truck businesses as well!

Please let me know if anything else is needed!

Thank you and have a great day!

Leann Ryman
Store Manager
Goodwill-Algonquin
847-458-1762
LeannR@goodwillni.org



From: CD Permits <permits@algonquin.org>
Sent: Monday, March 29, 2021 3:59 PM
To: Leann Ryman <LeannR@goodwillni.org>
Subject: Alg Goodwill Event

Leann
In order to submit permit for review, additional information is required.
Please provide certificate of insurance along with map showing traffic flow, parking, food / donation truck parking.

Sincerely,

Scharlet Belokon

Starbucks

chubbys

Bank

Abishop
Parking

Food truck
priority

Parking

Parking

Box
Truck

Food truck
location #2

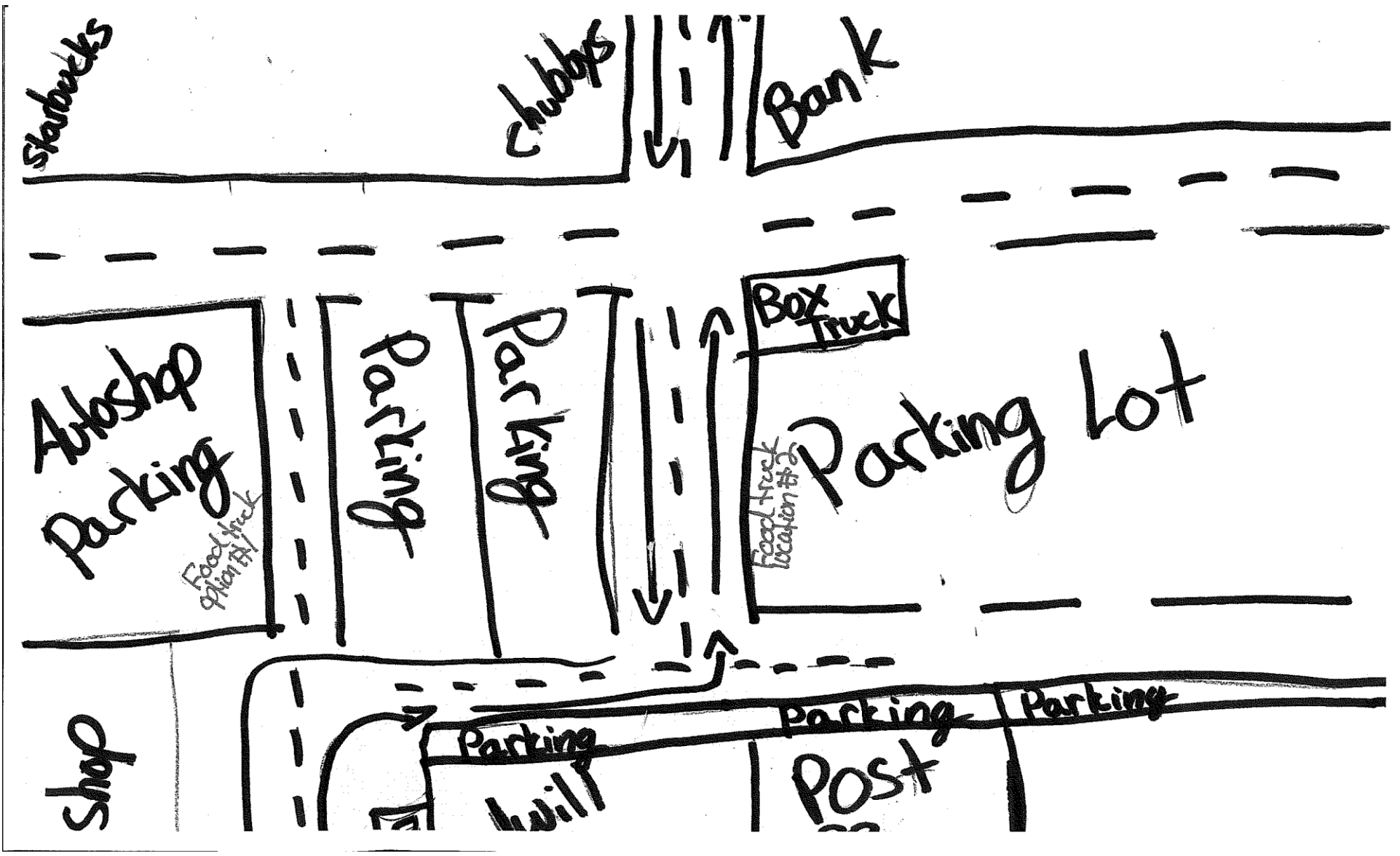
Parking lot

shop

Parking
will

Parking
Post

Parking





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Coyle-Kiley Insurance Agency, Inc. 810 N Alpine Rd Rockford IL 61107-3073		CONTACT NAME: Sharon Mann PHONE (A/C, No, Ext): (815) 987-2170 E-MAIL ADDRESS: smann@coylekiley.com FAX (A/C, No): (815) 987-9862	
INSURED Goodwill Industries of Northern IL & WI Stalene Area, Inc. 850 N. Church St. Ste 1 Rockford IL 61103-6993		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Insurance Co NAIC # 15350 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

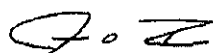
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	184862608	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			184862608	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			184862608	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	A24665204	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RMS Properties is an additional insured in regards to the premises leased to the named insured at 1430 East Algonquin Road, Algonquin, IL. 60102.

CERTIFICATE HOLDER

CANCELLATION

RMS Properties 1111 N. Plaza Dr., Suite 200 Schaumburg IL 30173	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): 1430 E Algonquin Rd , Algonquin, IL, 60102-4290
Name Of Person(s) Or Organization(s) (Additional Insured): RMS Properties
Additional Premium: \$ 0
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Village of Algonquin
The Gem of the Fox River Valley

SPECIAL EVENT PERMIT

Goodwill

Description of Event: Goodwill “Stuff the Truck” Earth Day Donation Event
Location of Event: Parking lot at 1430 E. Algonquin Road
Parking/Traffic: Parking lot

Event Contact: Leann Ryman
Date(s) of Event: April 22, 2021
Time(s) of Event: 8:00 am –4:30 PM

Event Notes:

- Trash removal shall be coordinated with the Village Parks and Forestry Division of Public Works
- Police Officers and Village officials shall have free access to the event at all times to assure that the event is in compliance with the Municipal Code
- Parking is not permitted on grass or bike paths at any times, all parking shall be on paved surfaces approved for such use
- Temporary and directional signs permitted, shall not be installed prior to April 21 after 5:00 pm and must be removed by 5:00 pm on April 22
- Alcohol is not permitted
- Any temporary tents or structures shall be properly weighted or tied down. 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
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed
- The applicant will need Public Works approval for any water hookup to hydrant for the food truck service
- Special event permit fees must be paid prior to the event

Conditions of Approval/Additional Requirements:

- All participants and permittee shall abide by the provisions of the Algonquin Municipal Code

Date Issued:

Approved By: _____

cc: Village Manager
Police Department
Community Development Department



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: April 7, 2021
TO: Committee of the Whole
FROM: Francie Sallinger, Interim Village Planner
SUBJECT: *Special Event Consideration – Butera Foods Food Truck*

Tom Thebault of Quarters Concessions has an agreement with Butera Foods, located at 100 S. Randall Road, and has petitioned for a food truck to operate in their parking lot for one week in May. Set-up would take place on Tuesday, May 18th and the food truck would operate from May 19 through May 23 from 12pm-7:30pm. The food truck will sell “festival foods.”

Mr. Thebault has indicated he will need to obtain water from a hydrant located 100’ from the stand location. CD staff provided details on costs of meter rental.

Staff have reviewed the request and recommend approval with the following conditions as outlined in the attached Special Event Permit.

Approval contingent upon the following:

- Trash removal shall be coordinated with the Village Parks and Forestry Division of Public Works
- Police Officers and Village officials shall have free access to the event at all times to assure that the event is in compliance with the Municipal Code
- Parking is not permitted on grass or bike paths at any times, all parking shall be on paved surfaces approved for such use
- Temporary and directional signs permitted, shall not be installed prior to May 18 after 12:00 pm and must be removed by 5:00 pm on May 24
- Alcohol is not permitted
- Any temporary tents or structures shall be properly weighted or tied down. 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
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed
- The applicant will need Public Works approval for any water hookup to hydrant for the food truck service
- Special event permit fees must be paid prior to the event



Special Event Permit Number _____
Application _____

**VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT
SEASONAL/SPECIAL EVENT PERMIT APPLICATION**

Application is hereby made for a permit to conduct a Seasonal/Special Event

Location of Event BUTERA / 100 S. RANDALL RD. / ALGONQUIN
Name of Applicant QUARTERS CONCESSIONS INC Phone [REDACTED]
Address [REDACTED] CARPENTERSVILLE IL 60110

PROPERTY OWNERS SIGNATURE OF PERMISSION (SEE LETTER)
(required)

Attach or indicate below site plan, a time schedule for set-up and clean up, a time schedule for the actual event, parking & lighting plan, and please indicate ingress, egress, and traffic control, and indicate any tent location(s) and fencing.

SET UP TUES, 5/18
OPEN WED - SUN, 5/18-23 12 PM - 7:30 PM

The undersigned certifies that the statements in this application are true and correct and that all work done under the proposed permit will conform to the requirements of the Village of Algonquin Zoning Ordinance and all other Village Ordinances.

Tent Erector N/A Phone _____
Address _____

No error or omission in either plans or application, whether said plans or application has been approved by the Community Development or not, shall permit or relieve the applicant from conducting this event in any other manner that provided for in all the ordinances of the Village of Algonquin relating thereto. The applicant having prepared and read this application and fully understanding the intent thereof declares that the statements made are true to the best of his/her ability, knowledge and belief. No refund of permit fees shall be issued.

[Signature]
Signature of Applicant

Mention PERMIT NUMBER AND ADDRESS when requesting inspection. Phone 847-658-2700 (Option 3)
Fax 84 7-658-2631

SEASONAL EVENT FEE _____
ELECTRIC FEE _____
TOTAL PERMIT FEE _____
DATE ISSUED _____
TEMPORARY PERMIT EXPIRES ON _____

Building Commissioner

Tel. (847) 741-1010

BUTERA FINER FOODS
One Clock Tower Plaza Elgin, Illinois 60120

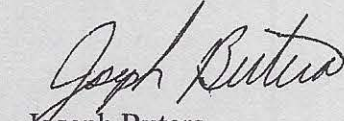
Fax (847) 741-9674

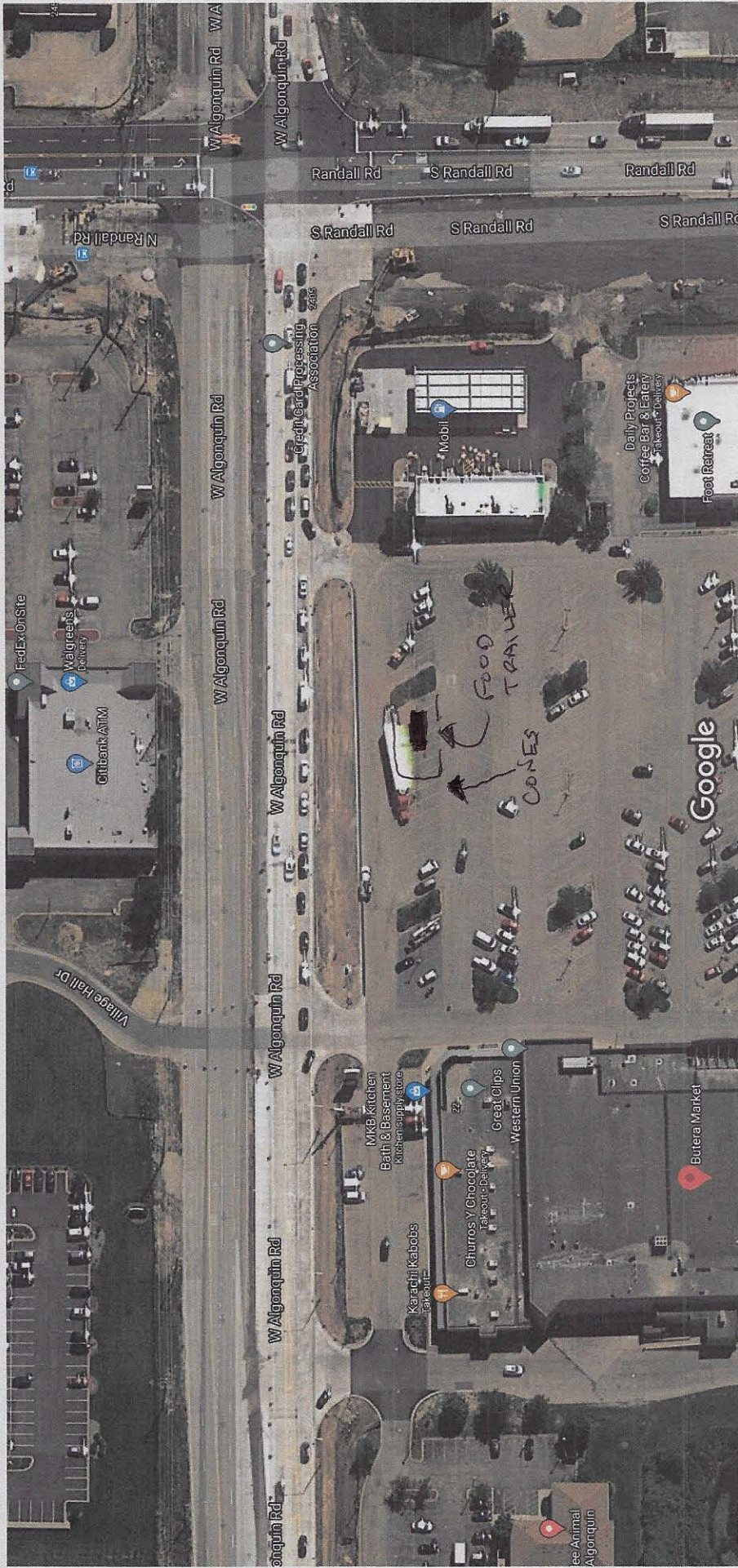
April 3, 2021

To Whom it May Concern:

This letter serves as confirmation that Tom Thebault of Quarters Concessions anticipates entering an agreement with and has permission subject to executing a lease agreement with BUTERA Market to use the property of Butera Market located at 100 S Randall Rd in Algonquin, for the purpose of selling festival foods. The operating dates for the engagement will be May 19-23.

Sincerely,


Joseph Butera
BUTERA Market





Village of Algonquin
The Gem of the Fox River Valley

SPECIAL EVENT PERMIT

Butera Foods / Quarters Concessions

Description of Event: Food Truck
Location of Event: 100 S. Randall Road, Butera Foods parking lot
Parking/Traffic: Parking lot

Event Contact: Tom Thebault
Date(s) of Event: May 18-23, 2021
Time(s) of Event: 12:00 PM –7:30 PM

Event Notes:

- Trash removal shall be coordinated with the Village Parks and Forestry Division of Public Works
- Police Officers and Village officials shall have free access to the event at all times to assure that the event is in compliance with the Municipal Code
- Parking is not permitted on grass or bike paths at any times, all parking shall be on paved surfaces approved for such use
- Temporary and directional signs permitted, shall not be installed prior to May 18 after 12:00 pm and must be removed by 5:00 pm on May 24
- Alcohol is not permitted
- Any temporary tents or structures shall be properly weighted or tied down. 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
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed
- The applicant will need Public Works approval for any water hookup to hydrant for the food truck service
- Special event permit fees must be paid prior to the event

Conditions of Approval/Additional Requirements:

- All participants and permittee shall abide by the provisions of the Algonquin Municipal Code

Date Issued:

Approved By: _____

cc: Village Manager
Police Department
Community Development Department



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: April 7, 2021

TO: Committee of the Whole

FROM: Francie Sallinger, Interim Village Planner

SUBJECT: *Special Event Consideration – Riverbottom Ice Cream Farmers Market Pop-up*

Riverbottom Ice Cream has petitioned for a Special Event Permit for a small, weekly pop-up farmers market tent/table to operate on Sundays from May through October in front of their ice cream shop at 301 South Main Street. The tent would be located on the corner of Main and Washington Street, which may result in increased pedestrian traffic onto Main and Washington Street sidewalks.

The farmers market stand would operate every Sunday from May 2nd through October 31st, from 9 am – 3pm including set up and take down. Parking will be on-street and in community parking lots and no lighting is needed. This stand has been approved and operated previously.

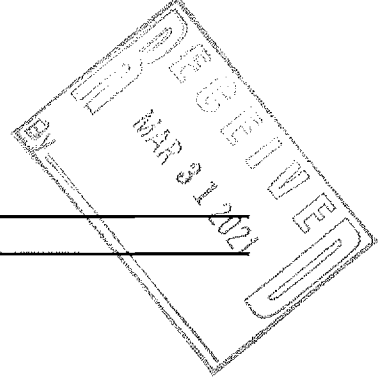
Staff have reviewed the request and recommend approval with the following conditions as outlined in the attached Special Event Permit.

Approval contingent upon the following:

- Trash removal shall be coordinated with the Village Parks and Forestry Division of Public Works
- Police Officers and Village officials shall have free access to the event at all times to assure that the event is in compliance with the Municipal Code
- Alcohol is not permitted
- Any temporary tents or structures shall be properly weighted or tied down. 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
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed
- Special event permit fees must be paid prior to the event



Special Event Permit Number _____
Application _____



**VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT
SEASONAL/SPECIAL EVENT PERMIT APPLICATION**

Application is hereby made for a permit to conduct a Seasonal/Special Event

Location of Event Riverbottom Ice Cream Co.
Name of Applicant Bobbie Novak Phone [REDACTED]
Address 301 S. Main St. Algonquin

PROPERTY OWNERS SIGNATURE OF PERMISSION B. Novak
(required)

Attach or indicate below site plan, a time schedule for set-up and clean up, a time schedule for the actual event, parking & lighting plan, and please indicate ingress, egress, and traffic control, and indicate any tent location(s) and fencing.

See Attached

The undersigned certifies that the statements in this application are true and correct and that all work done under the proposed permit will conform to the requirements of the Village of Algonquin Zoning Ordinance and all other Village Ordinances.

Tent Erector Lita Vargas - Farmstand owner Phone [REDACTED]
Address _____

No error or omission in either plans or application, whether said plans or application has been approved by the Community Development or not, shall permit or relieve the applicant from conducting this event in any other manner that provided for in all the ordinances of the Village of Algonquin relating thereto. The applicant having prepared and read this application and fully understanding the intent thereof declares that the statements made are true to the best of his/her ability, knowledge and belief. No refund of permit fees shall be issued.

B. Novak
Signature of Applicant

Mention PERMIT NUMBER AND ADDRESS when requesting inspection. Phone 847-658-2700 (Option 3)
Fax 84 7-658-2631

SEASONAL EVENT FEE _____
ELECTRIC FEE _____
TOTAL PERMIT FEE _____
DATE ISSUED _____
TEMPORARY PERMIT EXPIRES ON _____

Building Commissioner

Scharlet Belokon

From: Bobbie Novak <[REDACTED]>
Sent: Tuesday, March 30, 2021 6:06 PM
To: Mike Darrow
Cc: Scharlet Belokon
Subject: Fwd: Weekly Farmstand
Attachments: farmer market description.docx; farmers event permit.pdf; Map.png

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

Hello Mike,

I wanted to follow up on the below e-mail. If there are any questions, please let me know. We are looking forward to approval so that we can book this on our calendar. I have copied Scharlet on this e-mail as she was the one who sent me the approval papers last year.

Thank you for your consideration,

Bobbie Novak
[REDACTED]

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

From: Bobbie Novak <[REDACTED]>
To: "mikedarrow@algonquin.org" <mikedarrow@algonquin.org>
Date: 03/14/2021 1:38 PM
Subject: Weekly Farmstand

Hello Mike,

Welcome to Algonquin. My name is Bobbie Novak, my husband and I own Riverbottom Ice Cream downtown. In the past Russ approved us having a farm stand on our corner on Sundays. We are requesting to have this again this year. It is a great opportunity for the downtown market area.

Attached are all needed documents per previous instruction. Please contact me if there are any questions.

Thank you and wishing you the best!

Bobbie Novak
[REDACTED]

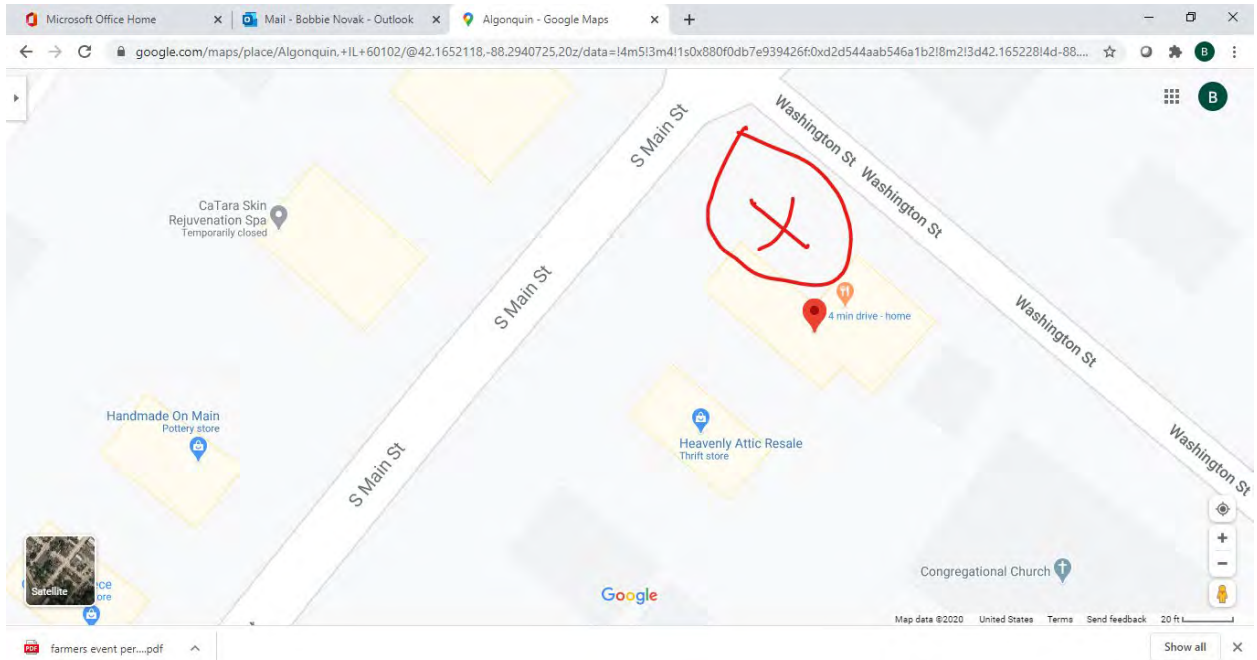
Plans will be for a small pop up farmers market with the tent provided by the farmer along with tables for their goods. Dates would be every Sunday starting Sunday May 2nd running through Sunday October 31st. Set up would begin at 9am with the event starting at 10am. The event will be 4 hours ending at 2pm, break down would be by 3pm. Parking will be street, and community parking lots. No lighting is needed. Tent would be set up in front of Riverbottom Ice Cream and potentially overflow onto the sidewalks that align with Main & Washington Streets.

Map attached on a separate form.

Thank you,

Bob & Bobbie Novak

Owners – Riverbottom Ice Cream Co.





Village of Algonquin
The Gem of the Fox River Valley

SPECIAL EVENT PERMIT

Riverbottom Ice Cream Co.

Description of Event: Weekly Sunday Farmers Market Stand
Location of Event: 301 S. Main Street/intersection of S Main Street and Washington Street
Parking/Traffic: On-street parking and community lots

Event Contact: Bobbie Novak
Date(s) of Event: Sundays, May 2-October 31, 2021
Time(s) of Event: 9:00 am –3:00 PM

Event Notes:

- Trash removal shall be coordinated with the Village Parks and Forestry Division of Public Works
- Police Officers and Village officials shall have free access to the event at all times to assure that the event is in compliance with the Municipal Code
- Alcohol is not permitted
- Any temporary tents or structures shall be properly weighted or tied down. 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
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed
- Special event permit fees must be paid prior to the event

Conditions of Approval/Additional Requirements:

- All participants and permittee shall abide by the provisions of the Algonquin Municipal Code

Date Issued:

Approved By: _____

cc: Village Manager
Police Department
Community Development Department



Village of Algonquin

The Gem of the Fox River Valley

M E M O R A N D U M

TO: Tim Schloneger, Village Manager
FROM: Katie Gock, Recreation Superintendent
DATE: March 18, 2021
SUBJECT: 2021 Algonquin Summer Concerts/Special Events

With the cancelation and cost savings from the 2020 concerts, Algonquin Recreation reschedule all bands to perform during the 2021 series. The concerts will continue to be held at Towne Park from 7:00-8:30p. Depending on federal and state guidance at the time of the concerts in July, we have contingency plans in place less or more restrictions to ensure guests enjoy a safe experience.

Kindly review the 2021 lineup and let me know if there are any objections and/or concerns that need to be addressed.

Date	Band Name	Music Type
July 1	Sushi Roll	Pop/Rock
July 8	Ethan Bell Band	Country
July 15	The Flat Cats	Jazz
July 22	Johnny Russler & the Beach Bum Band	Caribbean
July 29	Serendipity	Pop/Rock
August 5	Centerfold	Classic Rock

Pursuant to Section 31.04 of the Municipal Code, the Village Board must approve any public events in the Village, including concerts and musical performances. If feasible and safe to do so, we are proactively requesting a waiver to invite a food vendor pursuant to Section 34.12 of the Algonquin Municipal Code, to sell food and drink products during the Thursday evening concerts at Towne Park. Finally, pursuant to Section 11.04 of the Municipal Code the department is seeking a wavier as it pertains to alcoholic liquor only during the duration of the concerts.

If you agree, please forward this to the Village Board for their consideration at their next meeting. Please do not hesitate to contact me with any questions.

CC: Michael Kumbera
John Bucci



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: March 30, 2021

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager/Village Treasurer

SUBJECT: *Authorizing Financial Institutions as Designated Depositories*

As part of its treasury management activities, the Village maintains several bank and investment accounts at multiple financial institutions. The Village Board, from time to time, shall designate depositories in which the funds and moneys belonging to the Village, in the custody of the Village Treasurer, and also all moneys collected by the Village, shall be kept. Attached is a Resolution listing the eight (8) banks and financial institutions the Village is actively engaged with.

Recommendation

Staff recommends that the Committee of the Whole forward this item to the Village Board for approval by Resolution at their meeting on April 20, 2021.

C: Susan Skillman, Comptroller/Deputy Village Treasurer
Amanda Lichtenberger, Accountant/Deputy Village Treasurer

RESOLUTION NO. 2021-R-_____

**DESIGNATION OF DEPOSITORIES FOR FUNDS AND OTHER PUBLIC MONIES
IN THE CUSTODY OF THE VILLAGE OF ALGONQUIN**

WHEREAS, the investment of municipal funds is governed by the Public Funds Investment Act, 30 ILCS 235; and

WHEREAS, the Village of Algonquin (“Village”) has established an investment policy to further guide investment activities to achieve safety, liquidity, and yield-rate of annual return; and

WHEREAS, Public Funds Investment Act calls for the designation of depositories for fund and other public monies in the custody of the Village and sets certain requirements to be followed by financial institutions so designated; and

WHEREAS, the Village Treasurer requests the Board of Trustees to designate banks or other financial institutions, including brokered investments, in which the funds and monies of the Village may be deposited.

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of the Village of Algonquin, Kane and McHenry Counties, Illinois that the following named banks and other financial institutions are hereby designated as depositories for fund and other public monies in the custody of the Village:

- ALGONQUIN STATE BANK, N.A.
- BANK OF NEW YORK MELLON CORPORATION
- CHARLES SCHWAB CORPORATION
- HOME STATE BANCORP, INC
- ILLINOIS FUNDS
- ILLINOIS INSTITUTIONAL INVESTORS TRUST FUND
- ILLINOIS METROPOLITAN INVESTMENT FUND
- JP MORGAN CHASE BANK, N.A.

BE IT FURTHER RESOLVED, before any funds are deposited into any of the designated depositories, a copy of the aforesaid financial statements of the depository will be placed on file.

PASSED AND APPROVED, by the Board of Trustees for the Village of Algonquin the 20th day of April 2021.

Aye:

Nay:

Absent:

Abstain:

(SEAL)

APPROVED:

Debby Sosine, Acting Village President

ATTEST: _____
Maggie Auger, Village Clerk



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: April 5, 2021
TO: Tim Schloneger, Village Manager
FROM: Katie Gock, Recreation Superintendent
SUBJECT: The Trails Swim Team – 2021 Agreement

Attached is an agreement renewal with The Trails Swim Team for the use of Lions-Armstrong Memorial Swimming Pool and Splashpad for the 2021 pool season. Trails Swim team is an affiliate organization of the Village that provides residents the opportunity to swim on a competitive swim team during the summer months.

The multiple year agreement with Trails Swim Team was executed in 2017 and set into place until 2020 including a supplemental contract executed each year to determine lane usage to avoid conflict with the Village pool operations. Due to the pool closure in 2020 and the recommended guidelines for the pandemic, a 1-year agreement is being proposed for the 2021 season.

For the 2021 season, the Trails Swim Team will pay the Village a flat fee of \$8,000.00 for use of the Lions Armstrong Memorial Pool. The fixed charge hourly rate was eliminated this season. Following this season, an multi-year agreement will be executed for 2022, 2023, and 2024 seasons.

Village staff recommends approval of the agreement with The Trails Swim Team, Inc.

C: Michael Kumbera, Assistant Village Manager

AGREEMENT

BETWEEN THE VILLAGE OF ALGONQUIN & THE TRAILS

SWIM TEAM, INC. FOR USE OF THE LIONS-ARMSTRONG MEMORIAL SWIMMING POOL & SPLASHPAD

The Village of Algonquin ("**VILLAGE**"), an Illinois municipal corporation, hereby agrees to provide use of the Lions-Armstrong Memorial Swimming Pool ("**FACILITY**") to The Trails Swim Team, Inc., a general, not for profit corporation organized under the laws of the State of Illinois ("**LESSEE**") on the dates and times outlined under Scheduled Time for Activity and Event, and in accordance with the provisions outlined below.

Whereas, the **VILLAGE** owns and operates the **FACILITY** and the **LESSEE** desires to rent areas of the facility for the term of the lease, upon the following terms and conditions;

Now therefore, it is agreed as follows:

TERM

The term of this Agreement shall be **June 1, 2021 through December 31, 2021**

BASIC FACILITY CHARGE (operational expenses)

The **LESSEE** agrees to pay the **VILLAGE** the following for Basic Operational Expenses over the next year (1) for the use of the **FACILITY**:

2021: \$8,000

The Basic Facility Charge shall include, and be limited to, making the facility available for use and shall be paid by the terms invoiced by the **VILLAGE** in two installments each year as described below:

2021: First Invoice Sent by June 7, 2021

Second Invoice Sent after the last day of Trails Swim Team Practice

SCHEDULED TIME FOR ACTIVITIES AND EVENTS

The **LESSEE** will utilize areas of the **FACILITY** as described below:

Practice Schedule: June 7 through July 23

Monday-Friday (AM)

6:20-11:45a

Monday/Wednesday (PM)

7:00-9:00p

Saturday (AM)

8:00-10:00a

Inter-squad Meeting: Thursday, June 10

4:00p Setup

5:00p until end for Meet

Swim-a-thon: Saturday, June 26

6:30a-12:00p

Potential Meets: 6/15, 6/22, 6/29, 7/13*

**2021 Meets are TBD for home versus away and in-person versus virtual.*

CANCELLATION OR CHANGES IN LIONS-ARMSTRONG MEMORIAL POOL REQUEST

Written notification of cancellation by the **LESSEE** must be received by the **VILLAGE** 30 days prior to the first day of scheduled swim practice "start of season". Notification of cancellation by the **LESSEE** received after 30 days prior to the start of the season will result in the **LESSEE** being held liable for the entire annual Basic Facility Charge, which have accrued to the Village. Any changes to this agreement must be done in writing and signed by both parties.

Should the conduct of the Events and Activities contemplated by the **LESEE** at the **FACILITY** be prohibited or prevented by any laws, proclamations or decrees, or if such conduct is prevented or substantially impeded by an "Act of God", strikes, labor disturbances, demonstrations, war, riot or other like cause, such as game, contest, swim meet, invitational, practice, meeting, or exposition (collectively, "Events and Activities") shall be rescheduled, if practical for a time mutually agreeable to the parties.

Should such Events and Activities not be rescheduled, **LESSEE** shall reimburse the **VILLAGE** for its actual expenses incurred in anticipation of and preparation for such Events and Activities. If the **LESSEE** has prepaid for such Events and Activities, the **VILLAGE** will prorate for the actual usage and refund remaining funds.

TERMINATION BY VILLAGE

The **VILLAGE** shall have the right to terminate this Agreement by written notice to **LESSEE's** representative. Upon written notice from the **VILLAGE**, **LESSEE** shall have 7 days to correct any material breach noted for termination of any provisions contained herein. **VILLAGE** reserves the right not to provide reason for termination. **VILLAGE** shall provide **LESSEE** with 30-day notification if termination is without cause.

The **LESSEE** will be responsible for any Personnel and Special Services Charges, as well as any Basic Facility Charges for any and all use prior to the written termination unless termination is without cause, in which case Basic Facility Charges will be prorated up until the date of termination.

DAMAGES

The **LESSEE** agrees to reimburse the **VILLAGE** for any damages in excess of ordinary wear to the **FACILITY** or any part thereof, including but not limited to the building, furniture, equipment, swimming pool, deck, concession stand, locker room, or other fixtures caused by swimmers, players, coaches, employees, representatives, or invited or uninvited guests or spectators (collectively, "**LESSEE's** Attendees") at Activities and Events conducted by the **LESSEE**. **LESSEE** assumes financial responsibility for the acts of all **LESSEE's** Attendees. Whether damage is caused by **LESSEE's** attendees or is in excess of ordinary wear shall be in the sole discretion of the Village Manager. The **LESSEE** will be billed for any such damages incurred or repaired by the **VILLAGE**, including labor and materials. The parties agree that the **VILLAGE** does not assume and expressly waives responsibility for damage to or loss of any materials or equipment left in the **FACILITY**, on display, or in storage.

The **LESSEE** may store an inside the **VILLAGE** owned shed their equipment, benches, supplies, and lap lanes. The **LESSEE** is responsible for securing and insuring these items.

PERSONNEL AND SPECIAL SERVICE CHARGE(S) - ADDITIONAL BILLING

It is agreed that the **VILLAGE** may unilaterally undertake to provide the **LESSEE** special janitorial and supervisory coverage including services which are sufficient, in it's the **VILLAGE**'s sole discretion, to restore the **FACILITY** to a safe, clean and orderly condition. **LESSEE** shall pay for all services reasonably necessary or desirable to properly maintain and operate the **FACILITY** during the term of the use including, although not limited to, traffic control, lifeguards, cashiers, building services personnel, and other services as deemed appropriate by the Village Manager. If the aforesaid services are arranged by the **VILLAGE**, then the **LESSEE** will reimburse the **VILLAGE** for all costs associated with such services. These costs will be assessed and made available to the **LESSEE** within 48 business hours of occurrence. The number of employees working and hours reasonably necessary to accomplish their work shall be in the sole discretion of the Village, unless expressly stated in this Agreement.

The **VILLAGE** agrees to provide appropriate staffing for Activities and Events. This will include the following staff:

Swim Team Practice (unshared): 1 Lifeguard, 1 Manager
Swim Team Practice (shared): ½ Lifeguard, ½ Manager
Swim Team Meets: 3 Lifeguards, 1 Manager
Swim-a-thon: 1 Lifeguard, 1 Manager

The **LESSEE** is responsible for maintaining all of their equipment. Requests for assistance including painting of the **LESSEE**'s shed, repair of the **LESSEE**'s benches, etc. will be billed for separately. These costs will be assessed and made available to the **LESSEE** within 48 business hours of completion.

SPECIAL REGULATIONS

The **LESSEE** shall not permit players, coaches, employees, representatives, or invited or uninvited guests or spectators to bring onto, or possess on **VILLAGE** premises, animals, pets, weapons, contraband, alcohol, tobacco or tobacco products, explosives, fireworks, or other controlled substances. The **LESSEE** shall provide adequate adult supervisor for minors participating in Events and Activities (1 adult: 12 minors). For the purpose of the agreement, a "minor" is any person under the age of 18 years. The supervisor(s) shall be in charge of the group and shall be responsible for seeing that the terms and conditions of this agreement are met.

FOOD AND BEVERAGES

- A. **LESSEE** may not sell, serve, or allow to be sold or served, food or beverages of any kind at the **FACILITY** except as follows:
- A. **LESSEE** has contracted services as provided by the **VILLAGE** for all Swim Meets, excluding Invitational Swim Meet. All food and beverages purchased from **FACILITY**'s concession stand must be consumed in the designated concession area.
 - B. All food and beverages, including store purchased, homemade, and catered food and beverages, must be consumed outside of the **FACILITY**, including the pool area, concession stand, and locker rooms, in conjunction with **FACILITY** requirements, and will at no time be permitted into the facility. **LESSEE** attendees who possess food or beverages in violation of this section will be asked to leave the **FACILITY**. Food contained or not, brought into the **FACILITY** that is left unattended will be disposed of immediately by staff.

MERCHANDISE SALES

- A. Except otherwise provided herein, **LESSEE** may not sell, or allow to be sold, clothes, souvenirs, or merchandise of any type at the **FACILITY**.
- B. With written approval of the management of the **FACILITY**, **LESSEE** may sell at the **FACILITY** such merchandise that does not bear **VILLAGE** trademarks or the name or picture of Lions-Armstrong Memorial Swimming Pool & Splashpad facilities. Such merchandise must be in good taste, as determined by the Village Manager, must not state or imply an endorsement of **LESSEE** or Event or Activity by the **VILLAGE**, must not include apparel of any kind, including swimsuits, team t-shirts/sweatshirts, swim caps, or employee polos. And must be otherwise compatible with the **VILLAGE**'s policies governing advertising and commercial use of facilities. **LESSEE** shall provide the **FACILITY** with the proposed design for any merchandise at least one month prior to the Event or Activity at which such merchandise is to be sold. The **FACILITY**'s management shall either approve or deny approval for the design within two weeks of receipt of design.
- C. Merchandise, including programs, bearing **VILLAGE** marks or the name or picture of **VILLAGE** facilities, including the **FACILITY**, may only be sold by **LESSEE** pursuant to a written license agreement with the Village Manager, 2200 Hamish Drive, Algonquin, IL 60102.
- D. Printed programs, if any, may be provided by **LESSEE** and revenues generated by the sale of such programs may be retained by the **LESSEE**. Said programs may be sold in the **FACILITY** by employees of **LESSEE**. The programs are subject to the restriction on use of the **VILLAGE** facilities as specified in paragraphs B and C above and shall not state or imply an endorsement of **LESSEE** or Event or Activity by the **VILLAGE**.

SPONSORSHIP

The **VILLAGE** and the **FACILITY** shall not be deemed to sponsor any activities conducted by **LESSEE** at the Lions-Armstrong Memorial Swimming Pool & Splashpad or elsewhere, and no literature or publicity shall indicate **VILLAGE** or Lions-Armstrong Memorial Swimming Pool & Splashpad sponsorship. Use of the Lions-Armstrong Memorial Swimming Pool & Splashpad for the purpose of commercial exploitation is prohibited. All posters, banners, etc., will be subject to approval by the Village Manager.

STATUTES, RULES, AND REGULATIONS

In the interest of public health and safety, the **VILLAGE** will set policies and procedures consistent with the guidance set forth by federal, state, and local health authorities as it relates the COVID-19 pandemic, to which **LESSEE** agrees to adhere to.

In the interest of personal safety of guests, participants, and staff, the following rules must be followed:

- a) The **FACILITY** is not to be used in excess of its normal seating capacity (approximately 500 seats/spectators). "Standing room only" or any such overflow attendance shall not be permitted.
- b) All doorways, sidewalks, lifeguard chairs, fence entrances, and driveways must remain unobstructed at all times.
- c) **LESSEE** acknowledges that this Agreement is subject to all rules and regulations of the Village of Algonquin, McHenry County, the **FACILITY**, **Federal** law, and the State of Illinois.
- d) **LESSEE** agrees to conform to all applicable rules and regulations and be bound thereby.
- e) **LESSEE** further agrees that it shall conform to, comply with, and abide all applicable laws of the United States, the State of Illinois, the rules and regulations of all jurisdictional governmental boards and bureaus, including the regulation of the Police Department and Fire

District.

- f) Failure to comply with any provision in this section will be grounds for the immediate termination of any Event or Activity, with the full costs of the Event or Activity and all costs of termination assessed to **LESSEE**, regardless of the duration of the Event or Activity prior to termination.
- g) **LESSEE** agrees not to access the concession and office area.

ADA COMPLIANCE

LESSEE agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA), as well as its related regulations, for Events and Activities held in **VILLAGE** facilities, including the **FACILITY**.

PARKING

Parking in the vicinity of the facility will be in accordance with Village policy. Guaranteed parking is not part of this contract, and during Village Special Events a fee may be required for parking, and parking may be prohibited in lots that surround the Lions-Armstrong Memorial Swimming Pool & Splashpad. ***PARKING IN FIRELANES IS STRICTLY PROHIBITED.***

SUBLETTING OF SPACE

The **LESSEE** may not sublet their approved allocated date or time, nor sublet or otherwise assign any rights, responsibilities, or obligations relating to this Agreement.

SPECIAL FACILITIES AND SERVICES

Certain special facilities may be available in conjunction with the use of the **FACILITY**. If indicated below and reflected in the charge, these facilities will be available to the **LESSEE**. The **LESSEE** hereby specifically assumes responsibility for these facilities.

Those items indicated below will be made available under this Agreement for swim meets and the invitational at no additional fee from in-stock inventory. If items need to be rented, the **LESSEE** will be responsible for rental fees. Any rental equipment will need to be pre-approved by the **LESSEE** prior to rental.

PA System, as available if microphone and appropriate cord is provided by **LESSEE**
Garbage Cans, as available from Public Works Department, Recycle Bins, as available from contracted Waste Hauler (currently Groot)

LESSEE'S LIABILITY

The **LESSEE** shall be responsible for the supervision and control of the **LESSEE** Attendees and their activities on **VILLAGE** premises, including the **FACILITY**. The **LESSEE** agrees to indemnify, save and hold harmless, assume liability for and defend the Village of Algonquin, its Board of Trustees and Village President, and its officers, employees, attorneys, volunteers, and agents (collectively, "Indemnities,") from and against any and all actions, claims, liabilities, damages, assertions, or liability, losses, costs, and expenses, which in any manner arise or are alleged to have arisen from the use of the **VILLAGE** premises, including the use in any way of the **FACILITY**.

INSURANCE

The **VILLAGE** requires the **LESSEE** to provide a Certificate of Insurance. Such insurance shall designate "The Village of Algonquin, its Board of Trustees and Village President, Village Staff, and the Lions-Armstrong Memorial Swimming Pool & Splashpad" as an additional insured under the policy.

A. **LESSEE** hereby agrees to effectuate the naming of the **VILLAGE** as an unrestricted additional insured on **LESSEE's** policy.

- B. The policy naming the **VILLAGE** as an additional insured shall:
- i. Be an insurance policy from an A.M. Best rated "secured" NYS licensed insurer and contain a 30-day notice of cancellation;
 - ii. State that the organization's coverage shall be primary coverage for the **VILLAGE**, its Board, employees and volunteers; and
 - iii. Additional insured status shall be provided with ISO endorsement CG 2026 or its equivalent.

C. **LESSEE** agrees to indemnify the **VILLAGE** for any applicable deductibles.

D. Required Insurance:

- i. Commercial General Liability Insurance: \$1,000,000 per occurrence/\$2,000,000 aggregate.
 - ii. Worker's Compensation
- | | Statutory Limits |
|-----------------------|------------------|
| Each Accident | \$100,000 |
| Disease-Policy Limit | \$500,000 |
| Disease-Each Employee | \$500,000 |

E. **LESSEE** acknowledges that failure to obtain such insurance on behalf of the **VILLAGE** constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the **VILLAGE**. **LESSEE** is to provide the **VILLAGE** with a certificate of insurance, evidencing the above requirements have been met. The failure of the **VILLAGE** to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the **VILLAGE**.

F. Deviation from these requirements and limits is only allowed with advance written permission of the **VILLAGE's** Human Resources Department. The **LESSEE** further agrees that its liability under this agreement extends beyond the limits of this coverage and that **VILLAGE**, by not requiring Certificate of Insurance or by accepting a Certificate of Insurance as satisfying the requirements of this section, accepts no liability under this clause.

G. Certificate of Insurance must be filed with the **VILLAGE** 2200 Harnish Drive, Algonquin, IL 60102, at least 30 days prior to the start of the season w. Failing to file this certificate, when required, will prohibit **LESSEE** from scheduling Events and Activities at the **FACILITY** until the Village has received and approved the certificate, but shall not relieve **LESSEE** of any payment obligations under this Agreement.

ENTIRE AGREEMENT

This agreement constitutes the entire Agreement between the parties relating to the use of Lions-Armstrong Memorial Swimming Pool & Splashpad and supersedes any previous agreements or understandings.

GOVERNING LAW

This Agreement shall be construed according to laws of the State of Illinois. The Parties consent to the exclusive jurisdiction of the courts of the County of McHenry and waive all objections, including those as to venue, to same.

AUTHORITY

The person(s) signing below for the **LESSEE** are presumed to have authority to bind that organization to this Agreement. In the event or to the extent that is not true, the signer agrees to assume personally all of the obligations and commitments herein agreed.

VILLAGE REMEDIES

The Village shall be entitled to enforce its rights hereunder through injunctive relief. The Village shall be entitled to receive its reasonable costs and attorney fees in bringing suit to enforce such rights.

AMENDMENT

This Agreement shall not be amended except upon written agreement of the **VILLAGE and LESSEE** and upon ratification by action of the Village Board.

SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid and effective under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

RESIDENCY

Affiliate agreements for use of VILLAGE Facilities are intended to serve the residents of Algonquin. Prior to June 1 of each year, LESSEE shall provide a full roster of its members including their home address.

NOTICES

All notices under this Agreement shall be sent to the following parties at the following addresses:

VILLAGE:

Village of Algonquin
Recreation Superintendent
2200 Hamish Drive
Algonquin, IL 60102

LESSEE:

The Trails Swim Team, Inc.
President
P.O. Box 7753
Algonquin, IL 60102

Village of Algonquin

The Trails Swim Team, Inc.

Printed name of Authorized Signature

Printed Name of Authorized Signature

Title: _____

Title: _____

Signature

Signature

Date

Date



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

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

DATE: Monday, March 15, 2021
TO: Committee of the Whole
FROM: Mr. Jason A. Meyer, Chief Water Operator
SUBJECT: *Letter of Recommendation – Construction Contract
Well 9 Rehabilitation*

This memo is to advise you of the proposal recommendation on the Well 9 Rehabilitation project. You may recall that this project was sent exclusively to Water Well Solutions, as they are the Village’s preferred and primary well rehabilitation contractor. As you are aware, the Village has a routine maintenance program, therefore, we have already pulled the well pump and performed the down hole inspection of the well. That inspection reported significant issues with the status of Well 9. The Village has used this report to form the scope of services, which includes but is not limited to mobilization, replacement of the 75hp Byron Jackson motor with a new 75hp Tesla submersible motor, recondition of the bowl assembly, recondition of the column pipe & testing. The well screen will also be rehabbed by having the plugging material removed via a double disk surge block with purge pump system.

Bids

In total 1 firm submitted a bid by the deadline of 3-12-2021 @ 11AM, below is a summary.

<u>FIRM</u>	<u>Calc. Total</u>	<u>Matched</u>	<u>SECURITY</u>	<u>CERT</u>
Water Well Solutions	\$129,103.00			

Budget Information

This project did not have an engineers estimate of cost, but comparing previous rehab projects the cost is \$129,103.00. In order to cover the cost of the proposal, it has been determined that all of the \$129,103.00 will be budgeted from account (700-44418). This decision has been made as Well 9 is a high priority installation and is currently not running due to rehabilitation need.

Recommendation

The Village has extensive working experience with Water Well Solutions of Elburn, IL. The contractor is very aware of the Village requirements and operations. It is for those reasons and the analysis conducted that I recommend Water Well Solutions for award in the amount of \$129,103.00 for the subject project contract. Please confirm this recommendation so that I may prepare the award and contract.



Water Well Solutions

Mr. Jason Meyer
 Village of Algonquin
 10 Meyer Dr.
 Algonquin, IL 60102

JOB NAME:	Village of Algonquin	WELL NO:	9	DATE:	03/12/21
JOB NO:	23211034	INSPECTED BY:	Todd Kerry		
		BOWL ASSEMBLY:	75Hp, BJ Type "H"		
		COLUMN ASSEMBLY:	212ft of 8" Epoxy Coated Column Pipe		



Over 1" of mineral buildup in ID of Column Pipe



8" surge control valve, flappers are erosion



Heavy Mineral encrustation on ID of bowl



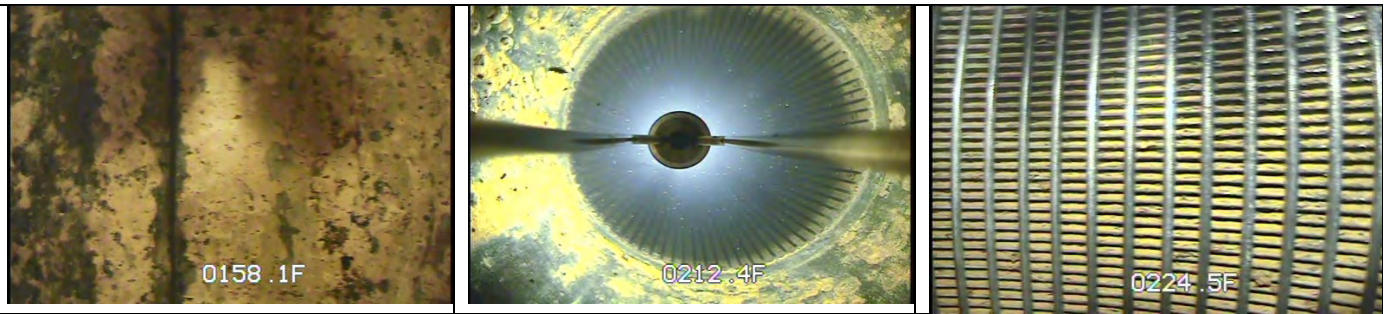
Erosion of Bowl face, heavy pitted



Mating bowl faces are deteriorated due to graphitization



Mating bowl faces are deteriorated due to graphitization



Possible Split seam in casing	Top of Well Screen	Well Screen is approximately 50% physically plugged off.
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Motor Comments:

After pulling the pump, the 75Hp, 460v, 1800rpm Byron Jackson Type “H” motor passed electrical testing. The motor megged 4000 Ohms which indicates that the windings are intake. The balance tube is rotted and the bolt that connects it to the motor to alleviate motor pressure is leaking. In order to repair this the motor would have to be send to a repair center. Since this is a mercury sealed motor, if send to the repair center the motor would need to be converted over to a double mechanical seal.

We recommend that the motor be shipped to a repair center for a complete teardown, inspection and proposed repair scope. Keep in mind, that this is a Mercury motor so any repairs would include replacement of the mercury seal with a double mechanical seal. From our recent pricing inquiry, the cost of repairs would exceed the cost of as a new environmentally friendly water filled motor and decommission the BJ motor.

Until the motor is inspected, we would not have a clear idea of the repairs necessary.

Column Assembly Comments:

The column assembly consists of 212ft of 8” epoxy coated column pipe. Upon inspection of the threads, there is erosion on the threads of all the column pipe, deep pitting on almost all of the sections of pipe. There is heavy mineral encrustation built up on the interior of the column pipe. The surge control valve needs to be replaced and we would recommend replacing all of the column pipe with new.

Cable Comments:

The flat cable was cut off above the motor splice and the cable was megged separately. The megger readings increased on the cable once out of the water, but we did find 2 splices in the cable. We recommend replacement of submersible cable.

Well Condition:

The downhole investigational survey did identify some signs of mineral encrustation, and some minor deposits on the well screen. (approximately 50% plugging) We found the upper portion of the screen slots relatively free of plugging. It is always advisable to perform some type of well maintenance while the pumping equipment is out for service.

We did note an area of concern at 158ft which appears to be a vertical split in the well casing. Our recommendation would be to mechanically scratch the well casing, then re-televis to inspect this area prior to rehabilitation work.

Our most recent PM inspection did identify significant decline in well performance (35% decline) A comprehensive well rehabilitation would enhance the well performance and aid in keeping the well cleaner longer.

Our recommendation would be to agitate and tumble the gravel pack with our AirBurst® Technology to remove any hardened mineral encrustation, silts and sediments in the well screen and gravel pack. We recommend that AirBurst® be followed up with a high concentration (50ppm) treatment of GO2 introduced into well screen by

mechanical agitation with a double disk surge block. It may be necessary to conduct a second treatment if the chemistry is quickly dissipated.

Bowl Assembly Condition:

It is a cast iron bowl assembly and our inspection found that it is beyond economic repairs. There is internal corrosion in the discharge case which would prevent the bowls from properly seating. The bowl requires replacement.



March 12, 2021

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

RE: WELL NO. 9 PULL & INSPECTION PROPOSAL:

Our records indicate that Well No. 9 consists of a 75Hp Bryon Jackson, 4 pole, 460v, type “H” mercury sealed motor set 170ft on 8” T&C epoxy coated column pipe. The PM testing om 2019 of Well No. 9 indicated that it is currently producing 653 gallons per minute (GPM) at 200 ft total dynamic head (TDH) and 126 ft pumping level. The attached pump performance curve graphs the factory curve along with the current performance. The pump performance is currently down approximately 45% from the factory performance curve.

A report on the inspection of Well No. 9 and proposed repair recommendations are as follows;

A: Village of Algonquin Well No. 9 Removal and Inspection Only				
	QTY	Unit	Unit Cost	Extended Total
Mobilization; Of large pump hoist, tools and support equipment	1	LS	\$500.00	\$500.00
Rig & 2-man crew; Mobilization, pump pull, onsite inspection of column pipe, & megger readings of Submersible pump cable.	20	HR	\$365.00	\$7,300.00
Shop Labor; Disassembly and inspection of Submersible Turbine bowl assembly.	1	LS	\$1,000.00	\$1,000.00
Service Byron Jackson Motor; Crate & Ship motor to a certified service center that can disassemble, & inspect mercury sealed motor. Prepare inspection report with associated costs to remediate and covert motor to a double mechanical seal and any necessary repairs	1	LS	\$1,500.00	\$1,500.00
Investigational TV Survey	1	LS	\$1,300.00	\$1,300.00
Rig & 2-man Crew; Re-install pumping equipment, mount bowl on motor, splice flat cable, conduct startup services, test pump for performance	20	HR	\$365.00	\$7,300.00
Estimated Total Part A				\$18,900.00

B: Estimated Repair and Rehabilitation Scope is Based on our Inspection Report Dated 3/12/21;

	QTY	Unit	Unit Cost	Extended Total
Mechanical Scratching; Mechanical Scratching of the Well Casing	8	HRS	\$365.00	\$2,920.00

Television Survey; After Scratching and after Rehab	2	EA	\$1,000.00	\$2,000.00
Mobilization; Trucking of pipe & materials	1	LS	\$1,400.00	\$1,400.00
New Motor; 75Hp, 460v, 1800rpm Tesla Submersible motor with a (2) year manufacturer's warranty (Cost of repairs to BJ motor exceed cost of new (\$44,500 est.)	1	LS	\$38,500.00	\$38,500.00
BJ Shipping Cap;	1	LS	\$3,500.00	\$3,500.00
Mercury Remediation;	1	LS	\$7,500.00	\$7,500.00
Turbine Bowl; New 1200gpm @ 200' TDH Cast Iron/bronze fitted bowl	1	LS	\$13,500.00	\$13,500.00
Wire; 220ft of 1/0awg Heavy Duty Flat Jacketed submersible pump cable \$/ft	220	Ft	\$17.50	\$3,675.00
Pipe; 210ft of 8" T&C Sch. 40epoxy coated column pipe @ \$75.00/ft.	210	Ft	\$75.00	\$15,750.00
Surge Control Valve; 8" Surge control valve	1	EA	\$1,400.00	\$1,400.00
Well Rehabilitation; Our rehabilitation methodology and cost for the proposed rehabilitation. Rehabilitation of the Gravel Pack and Screen will be performed with first a comprehensive AirBurst® Rehabilitation with a purge pump to vacuum the dislodged silts and sediments from the screen. Then Utilizing a Double Disk Surge Block w/Purge Pump to ensure an effective biological Presences remove, Specialized Engineered Well Chemistry will be introduced it to the well screen to Redevelop the Well Screen, disinfect & sanitize well.	1	LS	\$16,500.00	\$16,500.00
Bailing; Estimated hrs Sand bailing hourly rate with a (2) man pump crew	8	HRS	\$365.00	\$2,920.00
Misc Materials; Tape, airline, banding, & Well disinfection	1	LS	\$364.00	\$364.00
Motor Splice;	1	LS	\$174.00	\$174.00
Estimated Total Part B				\$110,303.00
Estimated Total Part A & B				\$129,103.00

The costs estimates include labor and materials, however additional costs may apply based on the well and pump evaluation. We recognize the requirements of our clients are dynamic and strive for continuous improvement with the goal of providing satisfaction and total solutions for our customers, water systems and assets.

We are prepared to mobilize to the site early next week. If you have any questions, comments or concerns, please do not hesitate to contact me directly on my cell phone at (630) 201-0749 or at the office at (630) 369-9099.

Sincerely,

Todd E. Kerry
Vice President - Water Well Solutions

Signature: _____

Name: _____

Title: _____

Date: _____

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

Date: March 15th, 2021

Purchase Order No.

Project: Well #9 Rehabilitation	Location: Village of Algonquin
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Originating Department: Water

Owner	Contractor/Vendor	Architect/Engineer
Village of Algonquin Address: 110 Meyer Dr Algonquin, IL 60102 Phone: 847-658-2754 X4420 Fax: 847-658-2759 Contact: Jason Meyer	Name: Suez/ Water Well solutions Address: 710 b Herra Road Elburn, IL 60119 Phone: 630-365-9099 Fax: 630-365-9069 Contact: Todd Kerry	Name: Address: Phone: Fax: Contact:

COST OF WORK

The Contract Price of the Work under this Purchase Agreement is \$ 129,103.00 .

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

- ✧ General Contract, dated _____, 20__ ✧ Specification No(s): _____, dated _____, 20__
- ✧ Plans dated : _____ ✧ Addendum No(s): _____
- ✧ Other: _____

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

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	LUMP SUM UNIT PRICE	EXTENSION
1	N/A	Provide all labor, materials and equipment necessary for construction/installation of:	\$ 129,103.00	\$ 129,103.00
			TOTAL	\$ 129,103.00

NOTES:

- 1) _____
- 2) _____

WARRANTIES and INDEMNIFICATION

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

CONTRACT TIMES

Contractor/Vendor agrees to commence Work within forty-eight (48) hours of receipt of the Owner's Notice to Proceed, and to complete the Work no later than _____ (_____) days after commencing the Work. Time is of the essence.

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

ACCEPTANCE OF PURCHASE AGREEMENT

The ³parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained. IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement the day and year written below.

CONTRACTOR/VENDOR:

PURCHASER:
Village of Algonquin

By: _____
Representative of Vendor authorized to
execute Purchase Agreement

Title:

Dated:

SUPPLEMENTAL CONDITIONS

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

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

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

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

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

6. Inspection and Acceptance: Owner shall have the right at all reasonable times to inspect and test all goods, materials or Work furnished by Contractor/Vendor and all Work performed or furnished by Contractor/Vendor. Notwithstanding any prior inspection,

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

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

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

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

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

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

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

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

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

10. Insurance and Bonds:

10.1 Contractor/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Agreement, and shall name the Owner as an additional insured on its commercial liability insurance policies for Contractor/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER

INSURANCE REQUIREMENTS attached to this Agreement. Contractor/Vendor shall furnish the Village with a certificate of insurance and such other documentation (including a copy of all or part of the policy) to the Village at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Village deems necessary to establish compliance with this provision.

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

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

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

11.1 Contractor/Vendor acknowledges that any such items or Work furnished hereunder may include in whole or in part with or without modification or improvements in equipment, machinery or items constructed by Owner, and that should such item or Work prove defective such charges claimed by Owner shall include consequential damages, penalties, taxes or assessments (including punitive damages), including counsel fees and the costs of defense, which may be imposed or incurred under any federal, state or local law, ordinance or regulation upon or with respect to (a) the payment of compensation to any individual employed by Contractor/Vendor; (b) any discrimination against any individual employed by Contractor/Vendor on the basis of race, color, religion, sex, national origin or physical or mental handicap; (c) the protection of purchasers and users of consumer products; or (d) occupational safety and health.

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

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

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

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

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

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

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

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

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

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

CONTRACTOR/VENDOR:

_____ Date

VILLAGE OF ALGONQUIN
PURCHASE ORDER INSURANCE REQUIREMENTS

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

1. **Commercial General Liability Insurance**

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

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

2. **Commercial Automobile Liability Insurance**

Limits: Each Occurrence \$1,000,000

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

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

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

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

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

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

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

Limits: Each Occurrence \$1,000,000

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

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

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

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

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

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

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

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

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

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



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: March 23, 2021
TO: Tim Schloneger, Village Manager
FROM: Michele Zimmerman, Assistant Public Works Director
SUBJECT: *Engineering Services – Woods Creek Reach 5*

Attached you will find a copy of an agreement with Applied Ecological Services, Inc. for design services for Woods Creek Reach 5 in the amount of \$58,500.00.

This reach of Woods Creek is directly downstream from the creek restoration that was completed in 2020 through a partial grant from the Illinois Department of Commerce and Economic Opportunity for creek and drainage restoration. It is also part of a larger initiative in the Village of Algonquin to restore our creeks to healthy functioning stormwater systems. Over the past 13 years, the Village has been concentrating on restoration in the Woods Creek Watershed. This project is surrounded by over 160 acres of native restoration projects undertaken by the Village.

Of the surrounding projects, Applied Ecological Services was responsible for designing and installing the Spella Fen Buffer Restoration, the Spella Detention Naturalization, the Spella Pollinator Project and the Spella Wetland Restoration. They also completed the engineering design for reaches 2&3 of Woods Creek and the reach 4 restoration mentioned above. Their knowledge and experience with this area and the Woods Creek Watershed makes them a nice fit to perform the work on this project.

In fiscal year 20/21 Applied Ecological Service completed a concept plan and phase 1 engineering for this project. This current agreement is for phase 2 engineering, which will get the project bid ready. Funding for this work is budgeted in upcoming FY 21/22 budget beginning May 1, 2021 in the amount of \$60,000 in the Park Improvement Fund. Money in this fund is used for park improvements and upgrades as well as natural area maintenance projects.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of design services for Woods Creek Reach 5 to Applied Ecological Services, Inc. for \$58,500.00.

Consulting Proposal and Agreement

Project Information

Project Name: Woods Creek Reach 5 Preliminary/Final Design & Permitting
AES Project Number: OP-00907
Branch: West Dundee, IL

February 1, 2021

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

Re: Agreement and Authorization for Services by Applied Ecological Services, Inc. (AES) for Village of Algonquin, Illinois.

Dear Bob,

Thank you for the opportunity to provide this proposal for services related to completing Preliminary/Final Design Plans and Permitting for ecological restoration of Woods Creek Reach 5. A concept plan and cost estimate for Woods Creek Reach 5 was completed by AES in 2020. For your review, we have enclosed our scope of work based on our understanding of your request for services.

We are confident you will find that AES provides exceptional expertise, service, and value, and we look forward to working with you on this project. Please call with any questions regarding this proposal and supporting documents.

Once reviewed and signed, please return this Agreement according to the instructions on the signature page.

Sincerely,



William W. Stoll
120 West Main St.
West Dundee, IL 60118
Office: 847-844-9385
Cell: 773-507-0983
bill@appliedeco.com

I. SCOPE OF WORK

Task 1. Preliminary & Final Design Plans

An AES Ecologist and Landscape Architect will use the Conceptual Plan for Woods Creek Reach 5 and a second site visit as the basis for developing Preliminary & Final Design Plans. AES will submit an electronic copy of both the Preliminary Design Plans to the Village for one review and comment. AES will also incorporate all changes that may be required by the Corps & IDNR-OWR to make the project permittable. In addition, AES will prepare an Opinion of Probable Cost for Construction for both the Preliminary and Final Design. The Final Design Plan will be signed by an Illinois Licensed Engineer. The Preliminary & Final Design Plans will include:

1. Title Sheet with the project location map, general notes, and materials/quantities schedule
2. Construction Specification Sheets including General Provisions, Selective Woody Tree & Brush Removal, Grading, Slope Protection, Rock Based Channel Stabilization, Soil Preparation, Native Seeding, Native Herbaceous Perennial Planting, Native Tree Planting, and Management of Plantings & Stream Structures
3. Existing Condition Sheets depicting existing topographic conditions, etc.
4. Tree Preservation Sheets showing desirable trees to remain and notes regarding debris clearing and removal
5. Layout and Grading Sheets showing existing and proposed topography contours and streambank/channel treatments
6. Stream Profile & Cross Section Sheets showing existing and proposed conditions. Cross sections will be provided every 50-100'
7. Planting Plan Sheets with associated native seed, plant plug, and tree lists and quantities
8. Erosion Control Sheets outlining erosion control measures
9. Detail Sheets with typical channel cross sections, riffle details, planting details, erosion protection details, etc.

Product: Preliminary & Final Design Plans

Lump Sum Fee: \$32,000

Task 2. Environmental Permitting

AES will prepare a Corps/IEPA Joint Application for this project. For the Corps/IEPA Joint Application permit, AES will submit the Final Design Plans, wetland report, obtain a jurisdictional determination, submit appropriate applications to the IDNR, USFWS, and SHPO as well as prepare the application package and coordinate with the Corps project manager. AES also anticipates meeting the Corps project manager on site to discuss the project details and respond to Corps' requests for additional information and/or revisions to the plan. AES will also complete the McHenry-Lake SWCD permit application for soil erosion and sedimentation control and will coordinate requests for additional information and/or revisions to the plan. AES will also prepare an IEPA Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) for the project.

Note: The lump sum fee for this task includes IDNR, SWCD and IEPA permit fees which are estimated to be approximately \$150, \$2,300, and \$750 respectively.

AES understands that Kane County Stormwater Permits will be handled internally by the Village/Village Engineer.

Product: Permit Applications

Lump Sum Fee: \$9,700

Task 3. IDNR-OWR Permitting

AES will subcontract with CBBEL to complete required IDNR-OWR permitting related to floodplain/floodway issues. CBBEL will use AES’s Final Plan drawings and input data into existing hydrologic/hydrology models developed for upstream and downstream reaches of Woods Creek.

Note: The lump sum fee for this task includes the IDNR-OWR permit fee which is estimated to be approximately \$3,300.

Product: IDNR-OWR Application
Lump Sum Fee: \$13,300

Task 4. Soil Boring & Testing

AES will subcontract with Rubino Engineering, Inc. to complete soil boring, soil sampling, laboratory testing, and CCDD testing.

Product: Soil Boring and Testing Report
Lump Sum Fee: \$3,500

Total Lump Sum Fee Tasks 1-4: \$58,500

Billing Information:

Total amount of contract: **\$58,500**

Payment:

- Estimated Fees
- Estimated Fees, Not-to-Exceed (per fee schedule, with not-to-exceed amount)
- Lump Sum (% complete, by project total)
- Lump Sum by Task (% complete by task, no hourly detail)
- Time and Materials

Special Billing Instructions: Not Applicable

Reimbursable Expenses:

- Reimbursable expenses are included in the fee.
- Reimbursable expenses are not included in the fee and will be billed per the fee schedule.

- Receipts Required: Yes No
- Meals Charged: Yes No
- Per Diems Charged: Yes No

Enclosure(s)

- Standard Terms and Conditions
- Exhibit A: AES Rate Schedule

Signature Page on Next Page

Acceptance

In signing below, each party agrees to abide by all terms and conditions presented in this Agreement and the defined contents. Work will begin upon receipt of the applicable deposit and this signed authorization.

****PLEASE SIGN AND RETURN to Applied Ecological Services, Inc. An executed contract containing both signatures will be returned to you. This Agreement is not binding upon AES until executed by an officer of AES.**

Applied Ecological Services, Inc.

Signature:	Date:
Name:	
Title:	
P.O. Box 256, 17921 Smith Rd.	
Brodhead, WI 53520	
Phone: 608-897-8641	Fax: 608-897-8486
Email:	

Client:

Signature:	Date:
Name:	
Title:	
Company:	
Address:	
City, State, Zip:	
Phone:	Fax:
Email:	

Billing Address:

<input type="checkbox"/> Mark if same as above.	
Company:	
Name:	
Title:	
Address:	
City, State, Zip:	
Phone:	Fax:
Email:	

Notes:

1. This Agreement summarizes the information contained in the proposal and is necessary for acceptance of the contract. Along with the attached documents, including the Standard Terms and Conditions, this summary and signature page will define and govern the contract.
2. This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Standard Terms and Conditions

1. **Term and Termination.** These Terms and Conditions apply to the attached agreement and any subsequent agreements or changes to existing agreements for services between Applied Ecological Services, Inc. (hereafter AES) and the Client as defined in the agreement. Together these documents and any attachments constitute the Agreement.

1.1. **Termination.** Either party may terminate this Agreement, in whole or in part, at any time upon no less than fifteen (15) days written notice to the other party. In addition, AES shall have the right to suspend its provision of Services in the event Client defaults in timely payment for Services.

1.2. **Payment Upon Termination.** In the event of termination, all previous unpaid invoices submitted by AES to Client will be due and payable. AES will also be paid, under the terms of the Agreement, for any and all work performed and/or completed, and expenses incurred between the time period covered by the most recent invoice and the date of termination. Additionally, AES will be reimbursed on a time-and-expenses basis at AES' standard rates for all reasonable termination expenses including: the cost of completing analyses, records, and reports necessary to document job status at the time of termination; the cost to bring any site work to a safe and stable condition; and reasonable costs associated with untimely demobilization and reassignment of personnel and equipment.

1.3. **Transition Period.** In the event that this Agreement is terminated by either party, Client may require AES to continue any or all activities as described in the Agreement to allow for a reasonable transition period. This work would be conducted under the terms of this Agreement, which will remain in force until the transition period is completed.

2. **Invoicing and Payment.**

2.1. **Invoicing/Payment Term.** AES shall invoice Client for Services performed on a periodic basis, usually monthly. Upon receipt of an invoice from AES, Client shall have thirty (30) days from the date of the invoice to pay the amount due, or to notify AES in writing of a bona fide dispute asserted in good faith as to one or more of the invoiced items. Unless otherwise provided, all Services, equipment, and materials furnished by AES shall be at the rates specified in AES' Rate Schedule, attached hereto as **Exhibit A** and incorporated by reference herein. The AES Rate Schedule may be modified by AES by written notice to Client. Deposits paid according to the terms above will be applied to the final invoices under this Agreement.

2.2. **Taxes.** All charges are net of any applicable taxes (except income and payroll taxes). Any additional costs due to applicable taxes will be reimbursed by Client. Sales tax, if applicable, will be added upon invoicing.

2.3. **Currency.** All fees are stipulated in U.S. Dollars and must be paid to AES in U.S. Dollars.

2.4. **Method.** Payments to AES shall be made via Automated Clearing House (ACH) to AES' bank account using the information below. Please include invoice number(s) in remittance correspondence. If unable to make payments via ACH, checks made payable to "Applied Ecological Service, Inc." can be mailed to P.O. Box 256, Brodhead, WI 53520. Please indicate the AES invoice number(s) in check memo.

Bank Name: **The Bank of New Glarus/Sugar River Bank Branch**
Bank Address: **2006 1st Center Ave, Brodhead, WI 53520**
Routing Number: **075903912**
Checking Account Number: **200142519**

2.5. **Prevailing Wages.** Unless specifically set forth in the applicable Letter Agreement, Client represents that prevailing wages are not required for any of AES' Services under this Agreement. However, should AES be required to pay prevailing wages, Client will pay AES the increased costs associated with the applicable prevailing wage rates, including any penalties, back wages, and administrative expenses.

3. **Liens.** AES reserves the right to place or file liens on the Client's property if payment for work or Services performed is not made in a timely fashion, subject to compliance with applicable laws. Advance notices of lien rights with respect to an applicable project may be provided as an attachment to this Agreement.

4. **Confidentiality.**

4.1. **Definition and Exceptions.** For purposes of this Agreement, information shall be considered confidential if it is of a type generally understood to be confidential, or if the disclosing party specifically notifies the recipient party in writing, whether by labeling materials reflecting such information as "CONFIDENTIAL" or otherwise unambiguously informing the recipient party (hereinafter, "Confidential Information"). Such Confidential Information includes, but is not limited to, research, product plans, products, services, customers, markets, ideas, concepts, discoveries, techniques, specifications, methodologies, models, flow charts, data, software, developments, inventions, processes, designs, drawings, marketing plans, sales information, and financial information, and any information that constitutes a trade secret under the

Uniform Trade Secrets Act or similar laws. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is already known to the recipient as shown by written records in its possession at the time such information is received; (ii) is already part of the public domain at the time of disclosure, or subsequently becomes part of the public domain through no fault of the recipient; (iii) is obtained on a non-confidential basis from a third party who lawfully disclosed the same to the recipient; or, (iv) is independently developed by an employee or consultant of the recipient who had no knowledge of or access to the information.

4.2. Nondisclosure of Confidential Information. During the term of this Agreement and for a period of three (3) years following termination, each party agrees to keep Confidential Information provided to such party by the other party in strict confidence and not to use any such Confidential Information other than in connection with the transactions contemplated by this Agreement, without the prior written consent of the other party. In addition, each party agrees not to misappropriate or threaten to misappropriate any trade secret information received, or any part thereof, for as long as such information remains a trade secret. Notwithstanding the foregoing, this Agreement shall not apply to the extent that information is subpoenaed or otherwise required by law to be disclosed by the recipient party, provided the recipient party shall use its best efforts to inform the disclosing party of any demand for such disclosure as soon as such demand is made, in order to allow the disclosing party the opportunity to seek protective relief.

4.3. Use of Project Information. Client agrees that AES may use Client's name and a general description of projects as a reference for other prospective clients, provided that no Confidential Information is disclosed.

5. Ownership of Work Product.

5.1. Work Product. All drawings, specifications and other documents and electronic data furnished by AES to Client under this Agreement ("Work Product") are deemed to be Instruments of Service, and AES shall retain the ownership and property interest therein, including the copyrights thereto.

5.2. Client's Limited License. Upon Client's payment in full for all work performed under this Agreement, AES shall grant Client a limited license to use the Work Product in connection with Client's occupancy or possession of the applicable project, and the drawings, specifications and other documents prepared by AES for the project may be retained by Client. Client may make changes, additions, and deletions to the applicable project design, in whole or in part, conditioned on Client's express understanding that such use of the Work Product is at Client's sole risk and without liability or legal exposure to AES.

5.3. Use. Any documents generated by AES are for the exclusive use of Client. Any use by third parties or use beyond the intended purpose of the document will be at the sole risk of Client unless otherwise agreed upon by AES in writing. If Client uses the design materials on any project other than the Project for which it was developed (a "Subsequent Use"), Client agrees that it shall do so at its sole risk and without liability or legal exposure to AES. Client further agrees that it shall defend, indemnify and hold harmless AES from and against any and all claims, damages, liabilities, losses and expenses, including reasonable attorney's fees, arising out of or resulting from such Subsequent Use.

6. Insurance.

6.1. Coverage. At all times during the term of this Agreement, AES shall, at its own expense, maintain insurance coverage of the kind and in the minimum amounts listed in **Exhibit B**.

6.2. Waiver of Subrogation. To the extent possible, any of the parties' insurance policies provided under the provisions of this Agreement, or which may be used in relation to this Agreement, shall contain waivers of subrogation in favor of the other party, by endorsement or otherwise, it being the intent of the parties that the insurance policies shall protect both parties. The parties release each other from liability covered by the insurance for which subrogation is waived.

6.3. Additional Coverage. Upon advance written notice, AES shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by Client in connection with the ongoing nature of operations and changes in exposure, but only to the extent the insurance is commercially available, and provided Client pays the cost of said coverage.

6.4. Notice of Cancellation. The above-required insurance shall be maintained by AES during the term of this Agreement, and shall not be canceled, altered, or amended by AES without thirty (30) days advance written notice to Client.

7. Limitation of Liability. With respect to any claim covered pursuant to the terms and conditions of AES' liability insurance policies carried pursuant to this Agreement, Client agrees that AES' total liability for acts, omissions, or damages, shall not exceed the available limits of coverage as set forth in such insurance policies.

Notwithstanding any other term of this Agreement to the contrary, in no event shall AES, (or its employees, agents, successors, or assigns) be liable to Client or any third party claiming through Client for indirect, special, incidental, consequential, exemplary, or punitive damages of any nature (including damages for loss of revenue, profits, business interruption, loss of business information, loss of capital, loss of technology, loss of data, increased costs of operation, litigation costs and the like) whether based upon a claim or action in contract, tort (including negligence),

or any other legal or equitable theory, in connection with the supply, use or performance of the Services provided by AES to Client, regardless of whether AES has been advised of the possibility of such damages or such damages were reasonable foreseeable.

8. **Indemnification.**

8.1. **AES' Indemnification of Client.** To the fullest extent permitted by law, AES shall indemnify and hold harmless the Client, its officers, directors, employees or agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on a project subject to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) but only to the extent caused by the negligent acts or omissions of AES, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by a party indemnified hereunder.

8.2. **Client's Indemnification of AES.** To the fullest extent permitted by law, Client shall indemnify and hold harmless AES, its officers, directors, employees or agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on a project subject to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Client, its subcontractors (other than AES), anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by a party indemnified hereunder.

9. **Independent Entities.** Client and AES are independent entities, and nothing in this Agreement or otherwise shall be deemed or construed to create any other relationship, including one of employment, joint venture, or agency.

10. **Dispute Resolution.**

10.1. **Direct Discussion.** If a dispute arises out of or relates to this Agreement or its breach, the parties shall use good faith efforts to settle the dispute through direct negotiation.

10.2. **Project Status During Dispute.** If the dispute does not result in the termination of the Agreement, AES shall continue providing Services during all dispute resolution proceedings. Client shall continue to make payments in accordance with this Agreement, except with respect to amounts in dispute in accordance with Section 2.

10.3. **Mediation.** If the dispute cannot be settled through direct negotiation, except with respect to a matter involving payment of an invoice, the parties shall engage in mediation prior to entering into litigation and shall endeavor to resolve the dispute through the involvement of a neutral mediator. The Construction Industry Mediation Rules of the American Arbitration Association shall govern this process unless otherwise agreed. The costs of any mediation proceeding shall be shared equally by the parties. No legal action will be filed until mediation has concluded.

11. **Standard of Care / Warranties.**

11.1. **Standard of Care.** All Services provided by AES shall be performed by appropriately qualified personnel, properly licensed whenever required, and shall meet all standards of industry skill, care and judgment ordinarily expected in the locality where the Services are provided.

11.2. **Warranties.** Construction work performed by AES includes a one (1) year warranty on materials and workmanship. AES warrants that such work shall be free from material defects not intrinsic in the design or material required in the Agreement, if any. AES' warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the project was not intended, improper or insufficient maintenance, modifications performed by the owner or others, or abuse. AES warrants that all materials shall be new unless otherwise specified, of good quality, in conformance with the Agreement, if any, and free from defective workmanship. If within one year the Client does not promptly notify AES of defective work, the Client waives AES' obligation to correct any defective work as well as the Client's right to claim a breach of warranty with respect to that defective work. If any of the Services are eliminated, or if AES is not retained to perform subsequent phases, AES' responsibility will extend only to the Services it completes.

12. **Time for Performance.**

12.1. AES' Services will be performed according to the schedule specified in the Letter Agreement or related Attachments approved by Client and AES and incorporated into this Agreement.

12.2. If the Services to be performed by AES are interrupted, disrupted, suspended, or delayed for any reason beyond the reasonable control of AES, the schedule of work and the date for completion will be adjusted accordingly. AES will be compensated for all reasonable increased costs resulting from such interruption, disruption, suspension, or delay.

13. **Miscellaneous.**

13.1. Entire Agreement. This Agreement and any Attachments which are or may be made a part thereof, constitute the entire agreement between the parties regarding the subject matter thereof, and all agreements, representations, promises, inducements, statements and understandings, made prior to or contemporaneous with this Agreement, written or oral, are superseded by this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of the parties hereto. No other act, document, usage or custom shall be deemed to modify this Agreement.

13.2. Governing Law and Jurisdiction. This Agreement shall be deemed to be an Agreement made under the laws of the State of Wisconsin, and for all purposes it, plus any related or supplemental exhibits, schedules, documents, or notices, shall be construed in accordance with and governed by the laws of such state. Both parties agree that the federal and state courts located in Wisconsin are an appropriate venue for any dispute between the parties, and both parties hereby submit to the jurisdiction of such courts. **CLIENT AND AES WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE BETWEEN THE PARTIES.**

13.3. Construction / Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing the instrument to be drafted. The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any section or provision hereof.

13.4. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, if either party is prevented from performing any of its obligations hereunder by laws, orders, regulations or directions of any government having jurisdiction over the parties hereto, or any department, agency, corporation or court thereof, or by war, act of public enemies, strikes or other labor disturbances, fires, floods, acts of God, or any causes of like or different kind beyond the reasonable control of either party, then such party shall be excused from any failure to perform any such obligation to the extent such failure is caused by any such law, order, regulation, direction or contingency.

13.5. Severability. Each provision contained herein is severable from the Agreement and if one or more provisions are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

13.6. Notices. All notices pursuant to this Agreement shall be in writing and shall be given by certified mail or personal delivery (including overnight mail by private carrier) to the address set forth on the signature page to this Agreement, or to such other address as may be subsequently provided by written notice given in accordance with this section. Such notices shall be deemed given when delivered (including by overnight mail by private carrier) or, if by mail, effective when deposited in the U.S. Mail certified with return receipt requested, postage prepaid.

13.7. Attorneys' Fees. In the event either party shall be the prevailing party in any suit for damages for breach of this Agreement, including nonpayment of invoices, or to enforce this Agreement, or to enjoin the other party from violating this Agreement, such party shall be entitled to recover as part of its damages its reasonable legal costs and related expenses, including attorneys' fees, in connection with bringing and maintaining any such action.

13.8. Successors and Assignees. This Agreement will be binding on AES and Client, and their successors, trustees, legal representatives, and assigns. Neither party may assign or transfer any rights, responsibilities, or interest in this Agreement without the written consent of the other party and any attempt to do so without such consent may be void, provided, however, in the case of an assignment by AES to an affiliate controlled by or under the common control of AES, Client's consent will not be unreasonably withheld. Nothing in this section will prevent AES from employing subcontractors or subconsultants to assist in the performance of Services under this Agreement.

13.9. Waiver. The failure of either party in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement, or the waiver by either party of any breach of the terms or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

13.10. Survival. All obligations of Client regarding amounts owed to AES and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement.

13.11. Exhibits and Attachments. All Exhibits and Attachments are incorporated and made part of this Agreement for all purposes.

13.12. Counterparts / Signatures. This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



Exhibit A: RATE SCHEDULE

Rates for Consultants and Support Services

PROFESSIONAL TITLE	RATE
Principal Ecologist	\$ 150 – 250 /hour
Principal Ecotoxicologist	\$ 170 – 200 /hour
Principal Environmental Engineer	\$ 130 – 190 /hour
Senior Communications Consultant	\$ 170 /hour
Senior Ecologist	\$ 110 – 170 /hour
Senior Engineer	\$ 130 – 180/hour
Senior Geologist	\$ 180 – 200 /hour
Senior Hydrologist	\$ 100 – 150 /hour
Senior Landscape Architect/Planner	\$ 130 - 200 /hour
Landscape Architect/Planner	\$ 100 – 170 /hour
Staff Cartographer/GIS analyst	\$ 80 – 140 /hour
Staff Ecologist	\$ 80 – 140 /hour
Staff Engineer	\$ 110 – 160 /hour
Staff Biologist	\$ 100 – 150 /hour
Staff Ecological/Landscape Designer	\$ 75 – 125 /hour
Associate Ecologist	\$ 50 - 75 /hour
Associate Ecological/Landscape Designer	\$ 50 – 75 /hour
CADD/GIS Draftsperson	\$ 75 – 125 /hour
Technical Assistant	\$ 60 /hour
Clerical	\$ 60 – 75 /hour
 OTHER SERVICES	
Construction Oversight	\$ 80 - 120 /hour
Technical Writing	\$ 100 /hour
Automated Data Compliance/Processing	\$ 40 /hour
GPS System	\$ 250 /day
 EXPENSES	
Transportation mileage	\$ 0.60/mile
Per Diem	\$ 50 /person /day
Computer Plotting – Black and White	\$ 1.50 /square foot
Computer Plotting - Color	\$ 3 /square foot
Black and White Copies and Prints	\$ 0.10 /page
Color Copies and Prints	\$ 0.25 /page
11 x 17 prints – color	\$ 2 /sheet
CD burning	\$ 1 each
DVD burning	\$ 5 each
Scanning – small document	\$ 0.10/page
Scanning – large document	\$ 3.50/square foot
GPS Equipment	\$ 250 /day
Computer Processing	\$ 35 /hour

Corporate Plane Air Fare	\$ 2.85 /mile
Any additional services	Cost plus 15%
Air or public transportation	
Lodging	
Supplies, maps, documents, data sets	
Analysis of soil and water samples	
Ecotoxicology samples	
Reprographics	
Specialized equipment	

- * Time spent in providing testimony for legal proceedings will be billed at double the normal hourly rate.
- * All rates are subject to change.

Updated September 1, 2018

EXHIBIT B
INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M3 Insurance Solutions, Inc. 828 John Nolen Drive Madison WI 53713	CONTACT NAME: Alex Friedl														
	PHONE (A/C, No, Ext): 608-288-2898 FAX (A/C, No):														
	E-MAIL ADDRESS: alex.friedl@m3ins.com														
	PRODUCER CUSTOMER ID #: APPLE-1														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Co.</td> <td>16535</td> </tr> <tr> <td>INSURER B: Tokio Marine Specialty Ins. Co</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Co.	16535	INSURER B: Tokio Marine Specialty Ins. Co		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Applied Ecological Services Inc 17921 W Smith Road Brodhead NY 53520-9355															

COVERAGES **CERTIFICATE NUMBER:** 1900964824 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			GLO-0111561-03	3/1/2018	3/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP0111558-03	3/1/2018	3/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0			AUC0111682-03	3/1/2018	3/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			WC-0111572-03	3/1/2018	3/1/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional/Pollution Liability			PPK1747073	12/1/2017	3/1/2019	Professional/Retn 5,000,000/20,000 Pollution/Retention 2,000,000/50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Master Certificate	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE
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VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: March 22, 2021

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Phase 1&2 Engineering Services – Dixie Creek Reach 3*

Attached you will find a copy of the agreement with Applied Ecological Services, Inc. for design services for Dixie Creek Reach 3 in the amount of \$89,500.00

This reach of Dixie Creek is directly downstream from the Creeks Crossing Nature Preserve work that was done in 2019. It is also part of a larger initiative in the Village of Algonquin to restore our creeks to healthy functioning stormwater systems. Over the past 10 years, the Village has been concentrating on restoration in the Jelke Creek-Fox River Watershed and, in particular, critical areas that are called out in the IEPA approved Watershed Plan. I have attached the project listing from the watershed plan which shows this creek reach listed as a Critical Area (Page 2 of the spreadsheet). This project is surrounded by over 100 acres of native restoration projects undertaken by both the Village of Algonquin and Dundee Township.

Of the surrounding projects, Applied Ecological Services was responsible for the design of the 20 acre Creeks Crossing Nature Preserve which is directly upstream from this area. Their knowledge and experience with this stream corridor and the Jelke Creek-Fox River Watershed makes them a nice fit to perform the work on this project.

Funding for this work is budgeted in the new Natural Area & Drainage capital fund for the new fiscal year starting May 1, 2021 in the amount of \$100,000.00. Money in this fund is used for stormwater improvements and upgrades as well as natural area maintenance and wetland/natural area projects.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of design services for Dixie Creek Reach 3 to Applied Ecological Services, Inc. for \$89,500.00.

VILLAGE OF ALGONQUIN: WATER QUALITY PROJECTS IN JELKES/FOX RIVER WATERSHED

Project Name or Stream Reach ID	Location	Acres/ Linear ft.	Public or Private/ (Owner)	Existing Condition	Water Quality BMP Recommendation	Priority/Critical Area?	Sources of Technical Assistance	Cost Estimate
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DETENTION BASIN RETROFITS

Detention basin retrofit recommendations primarily address water quality and infiltration but also improve natural resources and wildlife habitat as a secondary function.

Stoneridge Detention	Dixie Creek Riparian Corridor (east of Stoneridge Ln.)	0.8 acre	Private (HOA)	Wet bottom detention basin with side slopes planted to turf grass. Detention is immediately adjacent to and outlet to Dixie Creek Riparian Corridor. Maintained by HOA.	Design and implement project to naturalize side slopes with native prairie vegetation and emergent plants along margins. Implement short term maintenance for 3-5 years to establish native plantings then implement long term maintenance through year 10. Potential acquisition for Village.	Medium	Village, Ecological Consultant	\$8,000/acre
White Chapel Detention	Dixie Creek Riparian Corridor (Willoughby Farms Subdivision off White Chapel Rd.)	1.7 acres	Public (Village)	Wetland bottom detention basin with side slopes planted to turf grass. Basin bottom is primarily cattail. Basin outlets adjacent to fen wetland to north along Dixie Creek. Detention maintained by Village.	Design and implement project to naturalize side slopes with native prairie vegetation in "Critical Area". Remove invasive species from basin bottom and supplement with native emergent species. Implement short term maintenance for 3-5 years to establish native plantings then implement long term maintenance through year 10.	High (Critical Area)	Ecological Consultant	\$8,000/acre
Notting Hill Detention	Dixie Creek Riparian Corridor (Willoughby Farms Subdivision south of Notting Hill Rd.)	0.2 acres	Public (Village)	Dry bottom detention basin dominated by turf grass and old field vegetation. Outlets to Dixie Creek and is managed by the Village. Outlet engineering unknown.	Construct new outlet structure that properly functions to help infiltrate and release water in basin. Remove existing vegetation and plant native prairie.	Medium	Village Engineer, Ecological Consultant	\$8,000/acre/Varies
Wynnfield Detention	Adjacent to Dixie Creek Riparian Corridor (Willoughby Farms Subdivision off Wynnfield Rd.)	3 acres	Public (Village)	Dry bottom detention basin planted to turf grass. Maintained by Village.	Design & implement project to naturalize basin with native prairie vegetation. Clear debris and remove willow species from inlet/outlet low flow channel. Implement short term maintenance for 3-5 years to establish native plantings then implement long term maintenance through year 10.	Medium	Ecological Consultant	\$8,000/acre
High Hill Detention	High Hill Park Riparian Corridor (west of Stonegate Rd.)	2.75 acres	Private (HOA)	Dry bottom detention basin planted to turf grass. Detention area is immediately adjacent to and outlets to Ratt Creek Reach 1 within headwater area. within the High Hill Park Riparian Corridor. Maintained by HOA; potential acquisition for Village.	Design and implement project to naturalize basin with native prairie vegetation. Implement short term maintenance for 3-5 years to establish native plantings then implement long term maintenance through year 10.	High	Village, Ecological Consultant	\$8,000/acre
Blue Ridge Detention	Between Blue Ridge Pkwy & Applewood Ln.	5 acres	Public (Village)	Dry bottom detention basin that collects stormwater from headwater residential area ("Critical Area") and eventually outlets to Souwanas Creek. Basin has two low flow concrete channels and is planted to turf grass. Maintained by Village.	Design and implement project to disable concrete channels, replace turf grass with native plant communities, and install outlet restrictor that promotes water quality treatment and infiltration. Implement short term maintenance for 3-5 years to establish native plantings then implement long term maintenance through year 10.	High (Critical Area)	Village Engineer, Ecological Consultant	\$70,000
Lake Cornish; Lake Gillilan; Lake Plumleigh	Algonquin Lakes Preserves (South of IL Route 62)	45 acres	Public (Village)	Lakes/detentions created during previous gravel mining operations, now surrounded by residential development. Slopes surrounding lakes are steep, contain old field vegetation, and exhibit eroded gullies. Invasive common reed is problematic along all lake margins. Maintained by Village.	Design & implement project to naturalize all lake sideslopes with native prairie vegetation. Implement short term maintenance for 3-5 years to establish native plantings then implement long term maintenance through year 10.	Low	Ecological Consultant	\$8000/acre
Algonquin Lakes Detentions #1, 2, 3	Algonquin Lakes Preserves (South of IL Route 62)	5 acres	Public (Village)	Dry bottom detention basins dominated by old field vegetation. Maintained by Village.	Design & implement project to naturalize basins with native prairie vegetation. Implement short term maintenance for 3-5 years to establish native plantings then implement long term maintenance through year 10.	Medium	Ecological Consultant	\$8000/acre
Lake Braewood Detention	North of Gaslight Dr. inline with Dixie Creek	4 acres	Public (Village)	Open water detention area created by dam online with Dixie Creek. Heavy siltation present. Narrow buffer of turf grass and old field vegetation. Maintained by Village.	Design & implement project to create minimum 15' wide naturalized basin buffer of native prairie vegetation. Implement short term maintenance for 3-5 years to establish native plantings then implement long term maintenance through year 10. Alternatively, investigate feasibility to remove online dam and restore natural stream channel and floodplain function.	Low	Ecological Consultant	\$8000/acre. Varies

STREAM & RIPARIAN CORRIDOR RESTORATION

Streambank/riparian corridor restoration projects are implemented primarily to improve water quality but also have excellent secondary benefits for reducing flooding and improving natural resources. They improve water quality by resulting in stabilized banks, reduce flooding by reconnecting channelized streams to the historic riparian corridor/floodplain, and improve natural resources by improving habitat.

Dixie Creek Reach 3	Dixie Creek Riparian Corridor (Wynnfield Dr. to Dixie Briggs Fromm)	1,500 lf	Public (Village)	Stream channel is relatively stable through first half of reach but is downcut and banks highly eroded along second half. Riparian corridor is dominated by non-native and invasive woody species with very little herbaceous understory. A high quality fen wetland is perched along the south side of the stream along the southern half of the reach. Reaches upstream and downstream have been restored using natural approaches.	Design & implement project to stabilize stream banks using bio-engineering techniques and restore adjacent riparian corridor in "Critical Area". This should be achieved by: 1) Remove all invasive and non-native woody species; 2) Install riffles/grade controls and/or restore streambanks as needed; 3) Seed riparian area with native vegetation; 4) Implement short and long term maintenance.	High (Critical Area)	Corps; IDNR-OWR, IDNR, Ecological Consultant	\$100-300/lf
Dixie Creek Reach 4	Dixie Briggs Fromm to Gaslight Dr.	700 lf	Public (Village)	Reach is entirely within Village owned parcel. Stream banks restored and riffles created approximately 10 years ago; native prairie planted along east buffer. West floodplain area is dominated invasive woody species. Beaver are ongoing problem in this stream reach.	Design & implement project to restore west floodplain by removing invasive woody species and installing native vegetation to blend in with stream and riparian restoration work at Dixie Briggs Fromm.	Medium	Ecological Consultant	\$10,000/acre
Ratt Creek Reach 5	Fields Property (Lake Braewood to Edgewood Dr.)	2000 lf	Private	Reach is on privately owned parcel but with Village easement. Stream channel is downcut and banks are moderately to severely eroded. Older concrete dam located north of Edgewood Dr. Riparian corridor is generally degraded and dominated by woody invasive species through the first portion of the reach and bordered by degraded oak savanna along the areas south of Edgewood Dr.	Design & implement project to remove concrete dam and stabilize stream banks using bio-engineering techniques and restore adjacent riparian corridor by: 1) Remove all invasive and non-native woody species; 2) Install riffles/grade controls and/or restore streambanks as needed; 3) Seed riparian area with native vegetation; 4) Implement short and long term maintenance.	High	Corps; IDNR-OWR, IDNR, Ecological Consultant	\$100-300/lf

Lawndale Park Creek Reach 1	Lawndale Park (southwest corner of County Line Rd. & Spring Hill Dr.)	600 lf	Public (Village)	Headwater reach of tributary to Dixie Creek on Village owned Lawndale Park. Stream banks are moderately eroded and channel is downcut. Riparian corridor is heavily dominated by non-native and invasive woody species with very little herbaceous understory. No functioning floodplain exists. Stream is migrating west onto residential lots.	Design & implement project to stabilize stream banks using bio-engineering techniques and restore adjacent riparian corridor in "Critical Area". This should be achieved by: 1) Remove all invasive and non-native woody species; 2) Install riffles/grade controls and/or restore streambanks as needed; 3) Seed riparian area with native vegetation; 4) Implement short and long term maintenance.	High (Critical Area)	Corps; IDNR-OWR; IDNR, Ecological Consultant	\$100-300/lf
Ratt Creek Reach 1	High Hill Park Riparian Corridor (Randall Rd. to Stonegate Rd.)	1,800 lf	Public (Village)	Stream banks and channel are stable from marsh area to within 350 ft of Stonegate Dr. where the riparian area is open and dominated by wetland environments. Stream banks are moderately eroded and channel is downcut in area 350 ft west of Stonegate Dr. where riparian corridor is heavily dominated by non-native and invasive woody species with little to no herbaceous understory.	Area 350 feet west of Stonegate Dr.: Design & implement project to stabilize stream banks using bio-engineering techniques and restore adjacent riparian corridor. This should be achieved by: 1) Remove all invasive and non-native woody species; 2) Install riffles/grade controls and/or restore streambanks as needed; 3) Seed riparian area with native vegetation; 4) enhance buffer area to northwest by replacing old field vegetation with native vegetation; 5) Implement short and long term maintenance.	Medium	Corps; IDNR-OWR; IDNR, Ecological Consultant	\$100-300/lf
Ratt Creek Reach 2	High Hill Park Riparian Corridor (Stonegate Rd. to Kirkland Dr.)	2000 lf	Public (Village)	First 500 feet of stream is reed canary grass wetland formed by old farm dam. Stream channel from dam to residential houses was widely channelized in past but is now recovering; however moderate to severe erosion is occurring just west of houses. Stream south of residential area to Kirkland Dr. is moderately stable but with riparian area heavily dominated by invasive woody species. Upstream and downstream reaches are stable.	Investigate feasibility to remove old farm dam and restore stream channel within first 500 feet of stream reach. Design & implement project to stabilize stream banks using bio-engineering techniques and restore adjacent riparian corridor. This should be achieved by: 1) Remove all invasive and non-native woody species; 2) Install riffles/grade controls and/or restore streambanks as needed; 3) Seed riparian area with native vegetation; 4) Implement short and long term maintenance. Restore riparian area south of residential homes up to Kirkland Rd. by removing invasive woody species and seeding with native prairie.	High	Corps; IDNR-OWR, IDNR, Ecological Consultant	\$100-300/lf
Ratt Creek Reach 4	Hanson Rd. to Harnish Dr.	2,100 lf	Private (Village easement)	First half of reach is bordered by residential. Turf grass is planted up to stream edge along most of this residential area and bank erosion is moderate. Second half of reach begins at Jaycee Park (Village owned) and continues to Harnish Dr. The stream in this area is bordered by degraded bottomland woodland and is suffering from moderate to severe erosion and woody debris jams.	Design & implement project to stabilize stream banks using combination of hard armoring and bio-engineering techniques and restore adjacent riparian corridor. This should be achieved by: 1) Remove all invasive and non-native woody species; 2) Install riffles/grade controls and/or restore streambanks as needed; 3) Seed riparian area with native vegetation; 4) Implement short and long term maintenance.	Low	Corps; IDNR-OWR, IDNR, Ecological Consultant	\$100-300/lf
Ratt Creek Reach 5	Harnish Dr. to High Hill Dam	1,500 lf	Public (Village)	Entire stream reach is located within Village owned High Hill Dam Preserve. This entire corridor is essentially an online detention created by High Hill Dam. The stream banks in this reach are moderately to highly eroded and the riparian corridor is dominated by dense cover of invasive woody species.	Design & implement project to stabilize stream banks using combination of hard armoring and bio-engineering techniques and restore adjacent riparian corridor. This should be achieved by: 1) Remove all invasive and non-native woody species; 2) Install riffles/grade controls and/or restore streambanks as needed; 3) Seed riparian area with native vegetation; 4) Implement short and long term maintenance.	Medium	Corps; IDNR-OWR, IDNR, Ecological Consultant	\$100-300/lf
Ratt Creek Reach 6	High Hill Dam to Harper Dr.	3,500 lf	Private (Village easement)	Stream reach flows entirely through large lot residential area. Bank erosion is generally moderate but severe along many meanders that abut steep slopes. Riparian corridor is degraded bottomland woodland surrounded by degraded oak savanna.	Design & implement project to stabilize stream banks using combination of hard armoring and bio-engineering techniques and restore adjacent riparian corridor. This should be achieved by: 1) Remove all invasive and non-native woody species; 2) Install riffles/grade controls and/or restore streambanks as needed; 3) Seed riparian area with native vegetation; 4) Implement short and long term maintenance.	Low	Corps; IDNR-OWR, IDNR, Ecological Consultant	\$100-300/lf
Ratt Creek Tributary 1	Residential Lot to Surrey Ln.	1,200 lf	Public (Village); Private (Village easement)	Stream reach begins at outfall pipe behind residential lot. Bank erosion is moderate to severe, especially along outside bends. Riparian corridor is mostly residential up to Surrey Lane Natural Area (Village owned). The remainder of the riparian corridor is degraded bottomland woodland dominated by invasive woody species. Stream likely did not carry extensive stormwater runoff historically.	Design & implement project to stabilize stream banks using combination of hard armoring and bio-engineering techniques and restore adjacent riparian corridor. This should be achieved by: 1) Remove all invasive and non-native woody species; 2) Install riffles/grade controls and/or restore streambanks as needed; 3) Seed riparian area with native vegetation; 4) Implement short and long term maintenance. Another alternative is to reroute stormwater via a pipe around residential area.	Medium	Corps; IDNR-OWR, IDNR, Ecological Consultant	\$100-300/lf/ Varies
Ratt Creek Tributary 2	Surrey Ln to Surrey Ln.	2,000 lf	Public (Village); Private (Village easement)	Stream reach begins at outfall pipe carrying stormwater from golf course to west and flows behind residential lots. Bank erosion is moderate to severe and woody debris jams are common. Riparian corridor is mostly residential up to Surrey Lane Natural Area (Village owned). The remainder of the riparian corridor is degraded bottomland woodland dominated by invasive woody species. Stream likely did not carry extensive stormwater runoff historically.	Design & implement project to stabilize stream banks using combination of hard armoring and bio-engineering techniques and restore adjacent riparian corridor. This should be achieved by: 1) Remove all invasive and non-native woody species; 2) Install riffles/grade controls and/or restore streambanks as needed; 3) Seed riparian area with native vegetation; 4) Implement short and long term maintenance.	Medium	Corps; IDNR-OWR, IDNR, Ecological Consultant	\$100-300/lf
Souwanas Creek Reach 1	Sandbloom Rd. to Souwanas Trl.	600 lf	Public (Village); Private (Village easement)	Upper portion of reach is a "Critical Area" with migrating headcuts, severe bank erosion, and woody debris jams. This reach is bordered primarily by residential land. Lower portion of reach to Souwanas Trl. is relatively stable, especially along Village owned property behind Water Treatment Plant 1 where the Village has implemented streambank and riparian corridor restoration work.	Upper portion of reach ("Critical Area"): Design & implement project to stabilize stream banks using combination of hard armoring and bio-engineering techniques and restore adjacent riparian corridor. This should be achieved by: 1) Remove all invasive and non-native woody species; 2) Install riffles/grade controls and/or restore streambanks as needed; 3) Seed riparian area with native vegetation; 4) Implement short and long term maintenance.	High (Critical Area)	Corps; IDNR-OWR, IDNR, Ecological Consultant	\$100-300/lf
Souwanas Creek Reach 2	Souwanas Trl. to Pokagon Trl	600 lf	Public (Village)	Reach is entirely within Village owned parcel. Upper portion of stream exhibits highly eroded banks while the remainder of the stream banks are moderately eroded. Residential land abuts the southeast side of the stream corridor; shrub-shrub vegetation and reed canary grass wetland border the northwest portion. A degraded oak savanna abuts the corridor to the northwest.	Design & implement project to stabilize stream banks using combination of hard armoring and bio-engineering techniques and restore adjacent riparian corridor. This should be achieved by: 1) Remove all invasive and non-native woody species; 2) Install riffles/grade controls and/or restore streambanks as needed; 3) Seed riparian area with native vegetation; 4) Implement short and long term maintenance. Restore adjacent savanna to increase buffer function.	High	Corps; IDNR-OWR, IDNR, Ecological Consultant	\$100-300/lf

Consulting Proposal and Agreement

Project Information

Project Name: Dixie Creek Reach 3 Design & Permitting
AES Project Number: OP-00908
Branch: West Dundee, IL

March 10, 2021

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

Re: Agreement and Authorization for Services by Applied Ecological Services, Inc. (AES) for Village of Algonquin, Illinois.

Dear Bob,

Thank you for the opportunity to provide this proposal for services related to completing Design Plans and Permitting for ecological restoration of Dixie Creek Reach 3. For your review, we have enclosed our scope of work based on our understanding of your request for services.

We are confident you will find that AES provides exceptional expertise, service, and value, and we look forward to working with you on this project. Please call with any questions regarding this proposal and supporting documents.

Once reviewed and signed, please return this Agreement according to the instructions on the signature page.

Sincerely,



William W. Stoll
120 West Main St.
West Dundee, IL 60118
Office: 847-844-9385
Cell: 773-507-0983
bill@appliedeco.com

I. SCOPE OF WORK

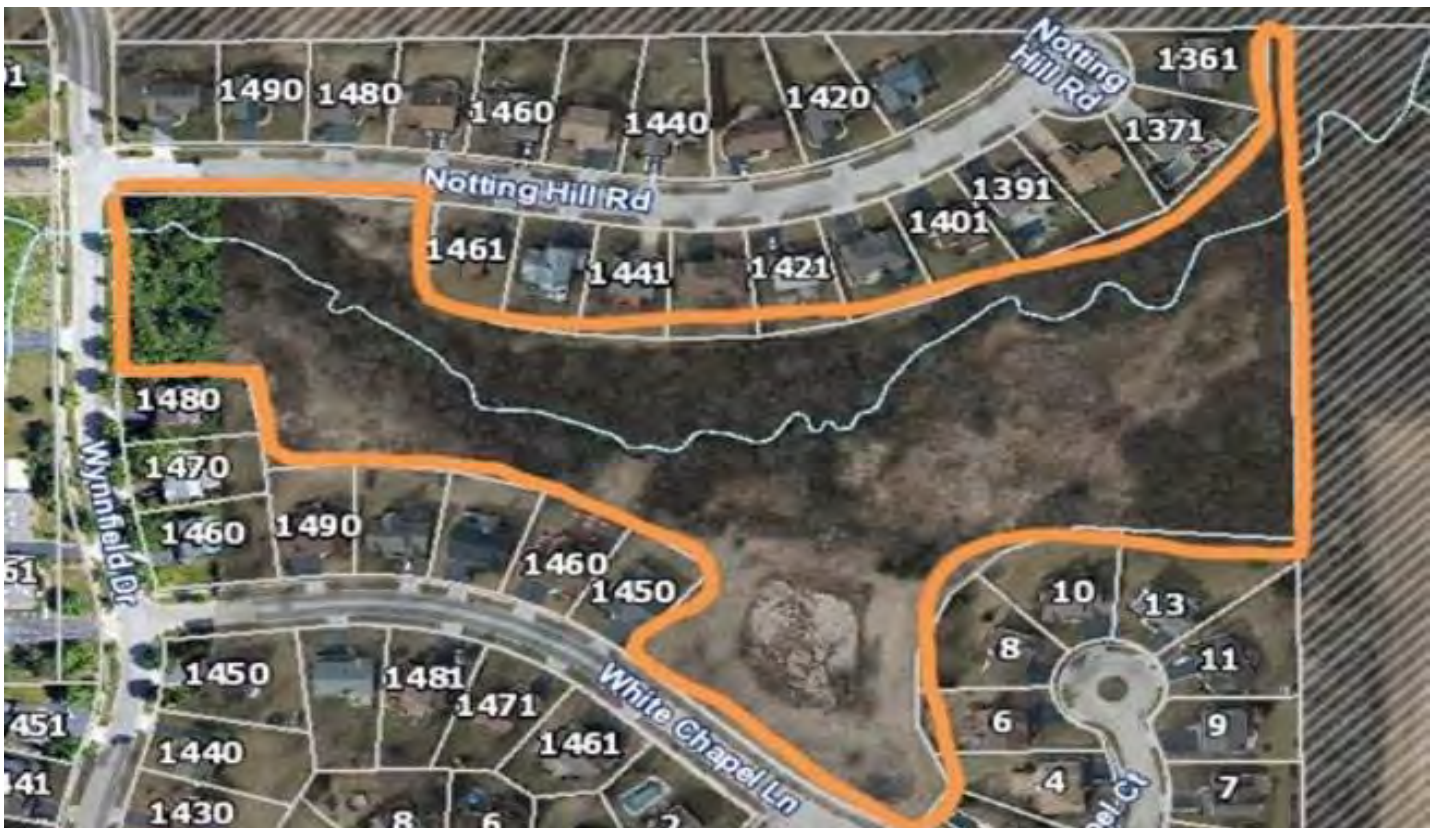
Task 1. 1' Topographical Survey

AES will subcontract with HR Green to obtain a 1' topographic survey of the proposed project area (see project boundary below). The survey will primarily include the stream bottom along the centerline, cross sections throughout, and within the riparian areas of Dixie Creek Reach 3. The survey will be done specifically to inform the hydraulic modeling, geomorphic assessment, and the proposed restoration design for the stream and riparian areas. The survey will include:

- Ground shots shall be taken that are sufficient to generate 1-foot interval contours.
- All data will be Georeferenced (NAVD 88) drawing file compatible with AutoCAD Civil 3D DWG format with surface model (contours and TIN) via 3D drawing elements of LandXML.
- Ground control and elevations will be referenced to the nearest Village Survey Control Point.
- The survey will include ground shots along the stream centerline approximately every 15-20 feet.
- Ground shots shall be taken from the top of the stream banks to the edge of the project boundary.
- The survey will field locate all underground utilities as well as all visible structures such as manholes, outfalls, bridges, rim elevation, invert elevations/directions for all accessible structures and existing property and easement markers adjacent to the project. Markers will be surveyed using typical locating techniques such as metal detectors, and ground shots taken.
- The survey will include cross sections of the stream taken every 100' feet and more frequently along the stream's centerline (25-50') to capture meanders, changes in channel material, spring and seep locations, and other features. Cross sections will extend 50 feet beyond the top of each bank or to the project boundary, whichever is larger. Cross section measurements shall include bank slopes, bottom of stream channel and wetted width on both sides of the stream channel.

Product: 1' Topographical Survey

Lump Sum Fee: \$12,500



Task 2. Wetland Delineation & Report

AES Ecologists will conduct a wetland delineation within the approximately 10 acre site in accordance with the U.S. Army Corps of Engineers (Corps) 1987 Wetland Delineation and the Midwest Regional Supplement for Wetland Delineations. Pink pin flags will be used to delineate the on-site wetland boundaries. AES will GPS locate all wetland delineation flags using a submeter Trimble GPS unit. As required by the Corps, the delineation shall include an on-site investigation of vegetation, soils, and hydrology. In addition, the floristic quality index (FQI) will be calculated for each wetland encountered. Digital photographs of data points will be taken to assist in documenting existing site conditions. Adjacent off-site wetlands will also be identified and inspected, if possible, but not flagged.

Product: Wetland Delineation & Report

Lump Sum Fee: \$4,000

Task 3. Tree Survey

AES will survey all desirable native trees only that are recommended to be preserved within the approximately 10-acre Dixie Creek Reach 3 project area with the assumption that all other trees and shrubs will be removed as part of the proposed project. Each desirable tree will be tagged, assessed, and located using submeter GPS. The information will be tabulated in a Tree Inventory Table including tree tag #, species (common and scientific), DBH, condition, and general comments regarding quality. Resulting data will be used by AES when developing the Tree Preservation/Removal portion of the design plans.

Product: Tree Survey & Summary Table

Lump Sum Fee: \$3,500

Task 4. Stream & Riparian Area Ecological Survey

AES will use 1' topographic data (completed under Topographic Survey Task) and display it on a leaf-off color aerial photograph for use during a site visit. An AES Ecologist and/or Landscape Architect will meet onsite with the client to determine the appropriate ecological restoration options along Dixie Creek Reach 3 and adjacent riparian area. AES will also record detailed notes and take photos related to the existing condition and proposed options. This information will be used to develop the design plans.

Product: Survey Site Notes & Photos

Lump Sum Fee: \$2,000

Task 5. Preliminary & Final Design Plans

An AES Ecologist and Landscape Architect will use information obtained from the ecological survey to develop Preliminary & Final Design Plans. AES will submit an electronic copy of both the Preliminary Design Plans to the Village for one review and comment. AES will also incorporate all changes that may be required by the Corps & IDNR-OWR to make the project permissible. In addition, AES will prepare an Opinion of Probable Cost for Construction for both the Preliminary and Final Design. The Final Design Plan will be signed by an Illinois Licensed Engineer. The Preliminary & Final Design Plans will include:

1. Title Sheet with the project location map, general notes, and materials/quantities schedule
2. Construction Specification Sheets including General Provisions, Selective Woody Tree & Brush Removal, Grading, Slope Protection, Rock Based Channel Stabilization, Soil Preparation, Native Seeding, Native Herbaceous Perennial Planting, Native Tree Planting, and Management of Plantings & Stream Structures
3. Existing Condition Sheets depicting existing topographic conditions, etc.
4. Tree Preservation Sheets showing desirable trees to remain and notes regarding debris clearing and removal
5. Layout and Grading Sheets showing existing and proposed topography contours and streambank/channel treatments

6. Stream Profile & Cross Section Sheets showing existing and proposed conditions. Cross sections will be provided every 50-100'
7. Planting Plan Sheets with associated native seed, plant plug, and tree lists and quantities
8. Erosion Control Sheets outlining erosion control measures
9. Detail Sheets with typical channel cross sections, riffle details, planting details, erosion protection details, etc.

Product: Preliminary & Final Design Plans

Lump Sum Fee: \$37,000

Task 6. Environmental Permitting

AES will prepare a Corps/IEPA Joint Application for this project. For the Corps/IEPA Joint Application permit, AES will submit the Final Design Plans, wetland report, obtain a jurisdictional determination, submit appropriate applications to the IDNR, USFWS, and SHPO as well as prepare the application package and coordinate with the Corps project manager. AES also anticipates meeting the Corps project manager on site to discuss the project details and respond to Corps' requests for additional information and/or revisions to the plan. AES will also complete the Kane-DuPage SWCD permit application for soil erosion and sedimentation control and will coordinate requests for additional information and/or revisions to the plan. AES will also prepare an IEPA Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) for the project.

Note: The lump sum fee for this task includes IDNR, SWCD and IEPA permit fees which are estimated to be approximately \$150, \$2,300, and \$750 respectively.

AES understands that Kane County Stormwater Permits will be handled internally by the Village/Village Engineer.

Product: Permit Applications

Lump Sum Fee: \$9,700

Task 7. Hydrology Modeling & IDNR-OWR Permitting

An IDNR-OWR floodway permit is required for stream projects with either a mapped floodway and/or watershed drainage area greater than 1 square mile. There is no mapped floodway however the watershed drainage area to the downstream end of the proposed project is close to 1 square mile. AES assumes that IDNR will require a floodway permit for the proposed project. AES will subcontract with CBBEL to complete required hydrologic model and IDNR-OWR permitting related to floodplain/floodway issues. CBBEL will use AES's Final Plan drawings and input data into the hydrologic model.

Note: The lump sum fee for this task includes the IDNR-OWR permit fee which is estimated to be approximately \$3,300.

Product: IDNR-OWR Application

Lump Sum Fee: \$17,300

Task 8. Soil Boring & Testing

AES will subcontract with Rubino Engineering, Inc. to complete soil boring, soil sampling, laboratory testing, and CCDD testing.

Product: Soil Boring and Testing Report

Lump Sum Fee: \$3,500

Total Lump Sum Fee Tasks 1-8: \$89,500

Billing Information:

Total amount of contract: **\$89,500**

Payment:

- Estimated Fees
- Estimated Fees, Not-to-Exceed (per fee schedule, with not-to-exceed amount)
- Lump Sum (% complete, by project total)
- Lump Sum by Task (% complete by task, no hourly detail)
- Time and Materials

Special Billing Instructions: Not Applicable

Reimbursable Expenses:

- Reimbursable expenses are included in the fee.
- Reimbursable expenses are not included in the fee and will be billed per the fee schedule.

- Receipts Required: Yes No
- Meals Charged: Yes No
- Per Diems Charged: Yes No

Enclosure(s)

- Standard Terms and Conditions
- Exhibit A: AES Rate Schedule

Signature Page on Next Page

Acceptance

In signing below, each party agrees to abide by all terms and conditions presented in this Agreement and the defined contents. Work will begin upon receipt of the applicable deposit and this signed authorization.

****PLEASE SIGN AND RETURN to Applied Ecological Services, Inc. An executed contract containing both signatures will be returned to you. This Agreement is not binding upon AES until executed by an officer of AES.**

Applied Ecological Services, Inc.

Signature:	Date:
Name:	
Title:	
P.O. Box 256, 17921 Smith Rd.	
Brodhead, WI 53520	
Phone: 608-897-8641	Fax: 608-897-8486
Email:	

Client:

Signature:	Date:
Name:	
Title:	
Company:	
Address:	
City, State, Zip:	
Phone:	Fax:
Email:	

Billing Address:

<input type="checkbox"/> Mark if same as above.	
Company:	
Name:	
Title:	
Address:	
City, State, Zip:	
Phone:	Fax:
Email:	

Notes:

1. This Agreement summarizes the information contained in the proposal and is necessary for acceptance of the contract. Along with the attached documents, including the Standard Terms and Conditions, this summary and signature page will define and govern the contract.
2. This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Standard Terms and Conditions

1. **Term and Termination.** These Terms and Conditions apply to the attached agreement and any subsequent agreements or changes to existing agreements for services between Applied Ecological Services, Inc. (hereafter AES) and the Client as defined in the agreement. Together these documents and any attachments constitute the Agreement.

1.1. **Termination.** Either party may terminate this Agreement, in whole or in part, at any time upon no less than fifteen (15) days written notice to the other party. In addition, AES shall have the right to suspend its provision of Services in the event Client defaults in timely payment for Services.

1.2. **Payment Upon Termination.** In the event of termination, all previous unpaid invoices submitted by AES to Client will be due and payable. AES will also be paid, under the terms of the Agreement, for any and all work performed and/or completed, and expenses incurred between the time period covered by the most recent invoice and the date of termination. Additionally, AES will be reimbursed on a time-and-expenses basis at AES' standard rates for all reasonable termination expenses including: the cost of completing analyses, records, and reports necessary to document job status at the time of termination; the cost to bring any site work to a safe and stable condition; and reasonable costs associated with untimely demobilization and reassignment of personnel and equipment.

1.3. **Transition Period.** In the event that this Agreement is terminated by either party, Client may require AES to continue any or all activities as described in the Agreement to allow for a reasonable transition period. This work would be conducted under the terms of this Agreement, which will remain in force until the transition period is completed.

2. **Invoicing and Payment.**

2.1. **Invoicing/Payment Term.** AES shall invoice Client for Services performed on a periodic basis, usually monthly. Upon receipt of an invoice from AES, Client shall have thirty (30) days from the date of the invoice to pay the amount due, or to notify AES in writing of a bona fide dispute asserted in good faith as to one or more of the invoiced items. Unless otherwise provided, all Services, equipment, and materials furnished by AES shall be at the rates specified in AES' Rate Schedule, attached hereto as **Exhibit A** and incorporated by reference herein. The AES Rate Schedule may be modified by AES by written notice to Client. Deposits paid according to the terms above will be applied to the final invoices under this Agreement.

2.2. **Taxes.** All charges are net of any applicable taxes (except income and payroll taxes). Any additional costs due to applicable taxes will be reimbursed by Client. Sales tax, if applicable, will be added upon invoicing.

2.3. **Currency.** All fees are stipulated in U.S. Dollars and must be paid to AES in U.S. Dollars.

2.4. **Method.** Payments to AES shall be made via Automated Clearing House (ACH) to AES' bank account using the information below. Please include invoice number(s) in remittance correspondence. If unable to make payments via ACH, checks made payable to "Applied Ecological Service, Inc." can be mailed to P.O. Box 256, Brodhead, WI 53520. Please indicate the AES invoice number(s) in check memo.

Bank Name: **The Bank of New Glarus/Sugar River Bank Branch**
Bank Address: **2006 1st Center Ave, Brodhead, WI 53520**
Routing Number: **075903912**
Checking Account Number: **200142519**

2.5. **Prevailing Wages.** Unless specifically set forth in the applicable Letter Agreement, Client represents that prevailing wages are not required for any of AES' Services under this Agreement. However, should AES be required to pay prevailing wages, Client will pay AES the increased costs associated with the applicable prevailing wage rates, including any penalties, back wages, and administrative expenses.

3. **Liens.** AES reserves the right to place or file liens on the Client's property if payment for work or Services performed is not made in a timely fashion, subject to compliance with applicable laws. Advance notices of lien rights with respect to an applicable project may be provided as an attachment to this Agreement.

4. **Confidentiality.**

4.1. **Definition and Exceptions.** For purposes of this Agreement, information shall be considered confidential if it is of a type generally understood to be confidential, or if the disclosing party specifically notifies the recipient party in writing, whether by labeling materials reflecting such information as "CONFIDENTIAL" or otherwise unambiguously informing the recipient party (hereinafter, "Confidential Information"). Such Confidential Information includes, but is not limited to, research, product plans, products, services, customers, markets, ideas, concepts, discoveries, techniques, specifications, methodologies, models, flow charts, data, software, developments, inventions, processes, designs, drawings, marketing plans, sales information, and financial information, and any information that constitutes a trade secret under the

Uniform Trade Secrets Act or similar laws. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is already known to the recipient as shown by written records in its possession at the time such information is received; (ii) is already part of the public domain at the time of disclosure, or subsequently becomes part of the public domain through no fault of the recipient; (iii) is obtained on a non-confidential basis from a third party who lawfully disclosed the same to the recipient; or, (iv) is independently developed by an employee or consultant of the recipient who had no knowledge of or access to the information.

4.2. Nondisclosure of Confidential Information. During the term of this Agreement and for a period of three (3) years following termination, each party agrees to keep Confidential Information provided to such party by the other party in strict confidence and not to use any such Confidential Information other than in connection with the transactions contemplated by this Agreement, without the prior written consent of the other party. In addition, each party agrees not to misappropriate or threaten to misappropriate any trade secret information received, or any part thereof, for as long as such information remains a trade secret. Notwithstanding the foregoing, this Agreement shall not apply to the extent that information is subpoenaed or otherwise required by law to be disclosed by the recipient party, provided the recipient party shall use its best efforts to inform the disclosing party of any demand for such disclosure as soon as such demand is made, in order to allow the disclosing party the opportunity to seek protective relief.

4.3. Use of Project Information. Client agrees that AES may use Client's name and a general description of projects as a reference for other prospective clients, provided that no Confidential Information is disclosed.

5. Ownership of Work Product.

5.1. Work Product. All drawings, specifications and other documents and electronic data furnished by AES to Client under this Agreement ("Work Product") are deemed to be Instruments of Service, and AES shall retain the ownership and property interest therein, including the copyrights thereto.

5.2. Client's Limited License. Upon Client's payment in full for all work performed under this Agreement, AES shall grant Client a limited license to use the Work Product in connection with Client's occupancy or possession of the applicable project, and the drawings, specifications and other documents prepared by AES for the project may be retained by Client. Client may make changes, additions, and deletions to the applicable project design, in whole or in part, conditioned on Client's express understanding that such use of the Work Product is at Client's sole risk and without liability or legal exposure to AES.

5.3. Use. Any documents generated by AES are for the exclusive use of Client. Any use by third parties or use beyond the intended purpose of the document will be at the sole risk of Client unless otherwise agreed upon by AES in writing. If Client uses the design materials on any project other than the Project for which it was developed (a "Subsequent Use"), Client agrees that it shall do so at its sole risk and without liability or legal exposure to AES. Client further agrees that it shall defend, indemnify and hold harmless AES from and against any and all claims, damages, liabilities, losses and expenses, including reasonable attorney's fees, arising out of or resulting from such Subsequent Use.

6. Insurance.

6.1. Coverage. At all times during the term of this Agreement, AES shall, at its own expense, maintain insurance coverage of the kind and in the minimum amounts listed in **Exhibit B**.

6.2. Waiver of Subrogation. To the extent possible, any of the parties' insurance policies provided under the provisions of this Agreement, or which may be used in relation to this Agreement, shall contain waivers of subrogation in favor of the other party, by endorsement or otherwise, it being the intent of the parties that the insurance policies shall protect both parties. The parties release each other from liability covered by the insurance for which subrogation is waived.

6.3. Additional Coverage. Upon advance written notice, AES shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by Client in connection with the ongoing nature of operations and changes in exposure, but only to the extent the insurance is commercially available, and provided Client pays the cost of said coverage.

6.4. Notice of Cancellation. The above-required insurance shall be maintained by AES during the term of this Agreement, and shall not be canceled, altered, or amended by AES without thirty (30) days advance written notice to Client.

7. Limitation of Liability. With respect to any claim covered pursuant to the terms and conditions of AES' liability insurance policies carried pursuant to this Agreement, Client agrees that AES' total liability for acts, omissions, or damages, shall not exceed the available limits of coverage as set forth in such insurance policies.

Notwithstanding any other term of this Agreement to the contrary, in no event shall AES, (or its employees, agents, successors, or assigns) be liable to Client or any third party claiming through Client for indirect, special, incidental, consequential, exemplary, or punitive damages of any nature (including damages for loss of revenue, profits, business interruption, loss of business information, loss of capital, loss of technology, loss of data, increased costs of operation, litigation costs and the like) whether based upon a claim or action in contract, tort (including negligence),

or any other legal or equitable theory, in connection with the supply, use or performance of the Services provided by AES to Client, regardless of whether AES has been advised of the possibility of such damages or such damages were reasonable foreseeable.

8. **Indemnification.**

8.1. **AES' Indemnification of Client.** To the fullest extent permitted by law, AES shall indemnify and hold harmless the Client, its officers, directors, employees or agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on a project subject to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) but only to the extent caused by the negligent acts or omissions of AES, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by a party indemnified hereunder.

8.2. **Client's Indemnification of AES.** To the fullest extent permitted by law, Client shall indemnify and hold harmless AES, its officers, directors, employees or agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on a project subject to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Client, its subcontractors (other than AES), anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by a party indemnified hereunder.

9. **Independent Entities.** Client and AES are independent entities, and nothing in this Agreement or otherwise shall be deemed or construed to create any other relationship, including one of employment, joint venture, or agency.

10. **Dispute Resolution.**

10.1. **Direct Discussion.** If a dispute arises out of or relates to this Agreement or its breach, the parties shall use good faith efforts to settle the dispute through direct negotiation.

10.2. **Project Status During Dispute.** If the dispute does not result in the termination of the Agreement, AES shall continue providing Services during all dispute resolution proceedings. Client shall continue to make payments in accordance with this Agreement, except with respect to amounts in dispute in accordance with Section 2.

10.3. **Mediation.** If the dispute cannot be settled through direct negotiation, except with respect to a matter involving payment of an invoice, the parties shall engage in mediation prior to entering into litigation and shall endeavor to resolve the dispute through the involvement of a neutral mediator. The Construction Industry Mediation Rules of the American Arbitration Association shall govern this process unless otherwise agreed. The costs of any mediation proceeding shall be shared equally by the parties. No legal action will be filed until mediation has concluded.

11. **Standard of Care / Warranties.**

11.1. **Standard of Care.** All Services provided by AES shall be performed by appropriately qualified personnel, properly licensed whenever required, and shall meet all standards of industry skill, care and judgment ordinarily expected in the locality where the Services are provided.

11.2. **Warranties.** Construction work performed by AES includes a one (1) year warranty on materials and workmanship. AES warrants that such work shall be free from material defects not intrinsic in the design or material required in the Agreement, if any. AES' warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the project was not intended, improper or insufficient maintenance, modifications performed by the owner or others, or abuse. AES warrants that all materials shall be new unless otherwise specified, of good quality, in conformance with the Agreement, if any, and free from defective workmanship. If within one year the Client does not promptly notify AES of defective work, the Client waives AES' obligation to correct any defective work as well as the Client's right to claim a breach of warranty with respect to that defective work. If any of the Services are eliminated, or if AES is not retained to perform subsequent phases, AES' responsibility will extend only to the Services it completes.

12. **Time for Performance.**

12.1. AES' Services will be performed according to the schedule specified in the Letter Agreement or related Attachments approved by Client and AES and incorporated into this Agreement.

12.2. If the Services to be performed by AES are interrupted, disrupted, suspended, or delayed for any reason beyond the reasonable control of AES, the schedule of work and the date for completion will be adjusted accordingly. AES will be compensated for all reasonable increased costs resulting from such interruption, disruption, suspension, or delay.

13. **Miscellaneous.**

13.1. Entire Agreement. This Agreement and any Attachments which are or may be made a part thereof, constitute the entire agreement between the parties regarding the subject matter thereof, and all agreements, representations, promises, inducements, statements and understandings, made prior to or contemporaneous with this Agreement, written or oral, are superseded by this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of the parties hereto. No other act, document, usage or custom shall be deemed to modify this Agreement.

13.2. Governing Law and Jurisdiction. This Agreement shall be deemed to be an Agreement made under the laws of the State of Wisconsin, and for all purposes it, plus any related or supplemental exhibits, schedules, documents, or notices, shall be construed in accordance with and governed by the laws of such state. Both parties agree that the federal and state courts located in Wisconsin are an appropriate venue for any dispute between the parties, and both parties hereby submit to the jurisdiction of such courts. **CLIENT AND AES WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE BETWEEN THE PARTIES.**

13.3. Construction / Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing the instrument to be drafted. The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any section or provision hereof.

13.4. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, if either party is prevented from performing any of its obligations hereunder by laws, orders, regulations or directions of any government having jurisdiction over the parties hereto, or any department, agency, corporation or court thereof, or by war, act of public enemies, strikes or other labor disturbances, fires, floods, acts of God, or any causes of like or different kind beyond the reasonable control of either party, then such party shall be excused from any failure to perform any such obligation to the extent such failure is caused by any such law, order, regulation, direction or contingency.

13.5. Severability. Each provision contained herein is severable from the Agreement and if one or more provisions are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

13.6. Notices. All notices pursuant to this Agreement shall be in writing and shall be given by certified mail or personal delivery (including overnight mail by private carrier) to the address set forth on the signature page to this Agreement, or to such other address as may be subsequently provided by written notice given in accordance with this section. Such notices shall be deemed given when delivered (including by overnight mail by private carrier) or, if by mail, effective when deposited in the U.S. Mail certified with return receipt requested, postage prepaid.

13.7. Attorneys' Fees. In the event either party shall be the prevailing party in any suit for damages for breach of this Agreement, including nonpayment of invoices, or to enforce this Agreement, or to enjoin the other party from violating this Agreement, such party shall be entitled to recover as part of its damages its reasonable legal costs and related expenses, including attorneys' fees, in connection with bringing and maintaining any such action.

13.8. Successors and Assignees. This Agreement will be binding on AES and Client, and their successors, trustees, legal representatives, and assigns. Neither party may assign or transfer any rights, responsibilities, or interest in this Agreement without the written consent of the other party and any attempt to do so without such consent may be void, provided, however, in the case of an assignment by AES to an affiliate controlled by or under the common control of AES, Client's consent will not be unreasonably withheld. Nothing in this section will prevent AES from employing subcontractors or subconsultants to assist in the performance of Services under this Agreement.

13.9. Waiver. The failure of either party in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement, or the waiver by either party of any breach of the terms or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

13.10. Survival. All obligations of Client regarding amounts owed to AES and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement.

13.11. Exhibits and Attachments. All Exhibits and Attachments are incorporated and made part of this Agreement for all purposes.

13.12. Counterparts / Signatures. This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



Exhibit A: RATE SCHEDULE

Rates for Consultants and Support Services

PROFESSIONAL TITLE	RATE
Principal Ecologist	\$ 150 – 250 /hour
Principal Ecotoxicologist	\$ 170 – 200 /hour
Principal Environmental Engineer	\$ 130 – 190 /hour
Senior Communications Consultant	\$ 170 /hour
Senior Ecologist	\$ 110 – 170 /hour
Senior Engineer	\$ 130 – 180/hour
Senior Geologist	\$ 180 – 200 /hour
Senior Hydrologist	\$ 100 – 150 /hour
Senior Landscape Architect/Planner	\$ 130 - 200 /hour
Landscape Architect/Planner	\$ 100 – 170 /hour
Staff Cartographer/GIS analyst	\$ 80 – 140 /hour
Staff Ecologist	\$ 80 – 140 /hour
Staff Engineer	\$ 110 – 160 /hour
Staff Biologist	\$ 100 – 150 /hour
Staff Ecological/Landscape Designer	\$ 75 – 125 /hour
Associate Ecologist	\$ 50 - 75 /hour
Associate Ecological/Landscape Designer	\$ 50 – 75 /hour
CADD/GIS Draftsperson	\$ 75 – 125 /hour
Technical Assistant	\$ 60 /hour
Clerical	\$ 60 – 75 /hour
 OTHER SERVICES	
Construction Oversight	\$ 80 - 120 /hour
Technical Writing	\$ 100 /hour
Automated Data Compliance/Processing	\$ 40 /hour
GPS System	\$ 250 /day
 EXPENSES	
Transportation mileage	\$ 0.60/mile
Per Diem	\$ 50 /person /day
Computer Plotting – Black and White	\$ 1.50 /square foot
Computer Plotting - Color	\$ 3 /square foot
Black and White Copies and Prints	\$ 0.10 /page
Color Copies and Prints	\$ 0.25 /page
11 x 17 prints – color	\$ 2 /sheet
CD burning	\$ 1 each
DVD burning	\$ 5 each
Scanning – small document	\$ 0.10/page
Scanning – large document	\$ 3.50/square foot
GPS Equipment	\$ 250 /day
Computer Processing	\$ 35 /hour

Corporate Plane Air Fare	\$ 2.85 /mile
Any additional services	Cost plus 15%
Air or public transportation	
Lodging	
Supplies, maps, documents, data sets	
Analysis of soil and water samples	
Ecotoxicology samples	
Reprographics	
Specialized equipment	

* Time spent in providing testimony for legal proceedings will be billed at double the normal hourly rate.

* All rates are subject to change.

Updated September 1, 2018



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: March 3, 2021

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Scott Street, Homestead Court, Colonial Court & Sunshine Court
Improvements Recommendation for Construction Oversight
Services (Phase 3 Engineering)

Attached, you will find a proposal for Phase 3 Engineering services from HR Green for the Scott Street, Homestead Court, Colonial Court & Sunshine Court Roadway and Infrastructure Improvements project that is slated for construction this summer. HR Green was the design engineer on this project and has performed Phase 3 Construction Oversight services for the Village previously and have performed very well.

The bid price on the project construction from Arrow Road Construction is \$620,226.00 and HR Green's construction oversight proposal is at \$46,467.00, which is 7.5% of the construction price, putting their fee right in line with expectation for this type of project. The Village Of Algonquin has budgeted \$100,000.00 for these services in the upcoming fy2021/2022 Street Improvement Fund, so we are well below that number.

Therefore, it is the Public Works Department's recommendation that the Committee of the Whole take the necessary action to move this engineering agreement with HR Green for \$46,467.00 on to the Board of Trustees for approval. We appreciate your ongoing support of this infrastructure improvement that will significantly benefit the residents in the Scott Street area of Janak's Subdivision.



PROFESSIONAL SERVICES AGREEMENT

For

**Scott Street, Homestead Court, Colonial Court, and Sunshine Court
Roadway Improvement Project
Construction Engineering Services**

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

Todd Destree, P.E., CPESC, Sr. Construction Project Manager
HR Green, Inc.
420 North Front Street
McHenry, IL 60050
HR Green Project Number: 191332

03/15/2021

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- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 4.0 SERVICES BY OTHERS
- 5.0 PROFESSIONAL SERVICES FEE
- 6.0 TERMS AND CONDITIONS



THIS **AGREEMENT** is between (Village of Algonquin) (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

HR Green will provide Construction Engineering Service for the construction of the Scott Street, Homestead Court, Colonial Court and Sunshine Roadway Improvement Project.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

HR Green will provide Construction Observation Services on a time and material, not-to-exceed contract amount basis. The man-hours provided for construction observation are based upon HR Green providing construction observation services based upon 45 working days. Any additional work due to an extended schedule dictated by the contractor's performance or unanticipated work due to site conditions shall warrant a contract addendum.

The following is a breakdown of the various tasks associated with the construction observation which will be completed by HR Green, Inc.:

A. Start Up

HR Green will complete a preconstruction video of the proposed construction area to document the existing conditions prior to the start of construction.

HR Green will ensure that the project details, construction timelines and any impacts that the project may create will be coordinated with the Village prior to the start of construction.

HR Green will mark, measure and document contract removal payment items prior to the contractor starting work.

HR Green anticipates a Construction Technician will be onsite for approximately twenty (20) hours to complete the above noted coordination and construction preparation. A total of a total of twenty (20) hours have been allotted to complete the project start up.

B. Construction Observation

HR Green will be on-site on a part time basis to observe and verify that items being constructed and materials being utilized are in general conformance with the



approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

HR Green will complete Inspector's Daily Reports (IDRs) and a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. HR Green will verify that all materials incorporated into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Special Provisions of this contract. HR Green shall keep the Village informed as to the progress of construction.

HR Green anticipates that a Construction Technician will be onsite approximately approximately seven weeks (approximately three hundred (300) hours) and the Sr. Construction Project Manager will be onsite of approximately seven (7) hours during construction of the project. A total of three hundred seven (307) hours have been allotted for daily field construction observation for this project.

C. Meetings

HR Green will attend the preconstruction meeting at the Village with the contractor and subcontractors and two additional construction progress meetings. A total of fifteen (15) hours have been allotted for the Senior Project Manager and Construction Technician to attend the preconstruction meeting, prepare the agenda and complete the meeting minutes for the preconstruction meeting.

D. Administration/Coordination

This task will involve the oversight of the project by management, which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between HR Green, Village of Algonquin, the contractor, and subcontractors. HR Green has allotted seven (7) hours for the Senior Project Manager and administrative support for the project.

E. Project Close Out

HR Green anticipates approximately ten (10) hours to complete the project closeout and final documentation for this project. This task includes the preparation of final job records, completion of punchlist, final payment estimate and final change order.

F. Material Testing

Rubino Engineering will provide the Quality Assurance Material Testing Services



for this project. Quality Assurance testing for asphalt and concrete shall be completed in accordance with IDOT QC/QA requirement.

Disclaimer

HR Green shall not supervise, direct or have any control over the contractor's work. HR Green shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, HR Green is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

HR Green shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work, or any agents or employees of any of them. HR Green does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

HR Green shall be responsible to notify the Village representative of any observed construction contract failures to perform the work in accordance with contract drawings and documents, commensurate with HR Green's knowledge as a engineering professional.

3.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Construction Layout
- As -Built Construction Survey

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

4.0 Services by Others

Quality Assurance Material Testing to be provided by Rubino Engineering under this contract.

5.0 Professional Services Fee

5.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed.



5.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505.

5.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

5.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

5.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$46,467.

See attached Cost Estimate Worksheet for a cost breakdown.



6.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

6.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

6.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT.

6.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

6.4 Suspension of Services

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

6.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

6.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

6.7 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

6.8 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

6.9 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

6.10 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors,



subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

6.11 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

6.12 Attorney's Fees

If litigation arises relating to this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party.

6.13 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

6.14 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

6.15 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans or specifications not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans or specifications.

6.16 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.



6.17 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

6.18 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

6.19 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

6.20 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations,



duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

6.21 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

6.22 Limitation of Liability; Third Party Liability

Unless otherwise specifically provided for in this Agreement, in no event shall the parties be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law. Neither this Agreement nor any subcontract is intended to give rise to recognize any third-party beneficiary to this Agreement.

6.26 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.



This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Todd Destree, P.E.,
CPESC

Approved by:

Akram Chaudhry

Printed/Typed Name:

Akram Chaudhry, PE

Title: Vice President

Date:

March 15, 2021

Village of Algonquin

Accepted by:

Printed/Typed Name:

Title:

Date:

Local Public Agency

Village of Algonquin

County

McHenry

Section Number

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Start Up			Construction Observation			Administration			Meetings			Project Close Out		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Business Development Ma	78.00	0.0																	
Senior Construction Project	77.74	29.0	8.08%	6.28				7	2.28%	1.77	7	100.00%	77.74	15	100.00%	77.74			
Construction Engineer III	50.64	0.0																	
Construction Engineer II	38.19	0.0																	
Construction Engineer I	27.69	0.0																	
Construction Technician III	43.17	0.0																	
Construction Technician II	36.53	0.0																	
Construction Technician I	30.78	330.0	91.92%	28.29	20	100.00%	30.78	300	97.72%	30.08							10	100.00%	30.78
Administrative Manager	38.88	0.0																	
Project Manager	62.61	0.0																	
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TOTALS		359.0	100%	\$34.57	20.0	100.00%	\$30.78	307.0	100%	\$31.85	7.0	100%	\$77.74	15.0	100%	\$77.74	10.0	100%	\$30.78



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: March 3, 2021

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Scott Street, Homestead Court, Colonial Court & Sunshine Court
Improvements Recommendation for Construction Oversight
Services (Phase 3 Engineering)

Attached, you will find a proposal for Phase 3 Engineering services from HR Green for the Scott Street, Homestead Court, Colonial Court & Sunshine Court Roadway and Infrastructure Improvements project that is slated for construction this summer. HR Green was the design engineer on this project and has performed Phase 3 Construction Oversight services for the Village previously and have performed very well.

The bid price on the project construction from Arrow Road Construction is \$620,226.00 and HR Green's construction oversight proposal is at \$46,467.00, which is 7.5% of the construction price, putting their fee right in line with expectation for this type of project. The Village Of Algonquin has budgeted \$100,000.00 for these services in the upcoming fy2021/2022 Street Improvement Fund, so we are well below that number.

Therefore, it is the Public Works Department's recommendation that the Committee of the Whole take the necessary action to move this engineering agreement with HR Green for \$46,467.00 on to the Board of Trustees for approval. We appreciate your ongoing support of this infrastructure improvement that will significantly benefit the residents in the Scott Street area of Janak's Subdivision.



PROFESSIONAL SERVICES AGREEMENT

For

**Scott Street, Homestead Court, Colonial Court, and Sunshine Court
Roadway Improvement Project
Construction Engineering Services**

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

Todd Destree, P.E., CPESC, Sr. Construction Project Manager
HR Green, Inc.
420 North Front Street
McHenry, IL 60050
HR Green Project Number: 191332

03/15/2021

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- 4.0 SERVICES BY OTHERS
- 5.0 PROFESSIONAL SERVICES FEE
- 6.0 TERMS AND CONDITIONS



THIS **AGREEMENT** is between (Village of Algonquin) (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

HR Green will provide Construction Engineering Service for the construction of the Scott Street, Homestead Court, Colonial Court and Sunshine Roadway Improvement Project.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

HR Green will provide Construction Observation Services on a time and material, not-to-exceed contract amount basis. The man-hours provided for construction observation are based upon HR Green providing construction observation services based upon 45 working days. Any additional work due to an extended schedule dictated by the contractor's performance or unanticipated work due to site conditions shall warrant a contract addendum.

The following is a breakdown of the various tasks associated with the construction observation which will be completed by HR Green, Inc.:

A. Start Up

HR Green will complete a preconstruction video of the proposed construction area to document the existing conditions prior to the start of construction.

HR Green will ensure that the project details, construction timelines and any impacts that the project may create will be coordinated with the Village prior to the start of construction.

HR Green will mark, measure and document contract removal payment items prior to the contractor starting work.

HR Green anticipates a Construction Technician will be onsite for approximately twenty (20) hours to complete the above noted coordination and construction preparation. A total of a total of twenty (20) hours have been allotted to complete the project start up.

B. Construction Observation

HR Green will be on-site on a part time basis to observe and verify that items being constructed and materials being utilized are in general conformance with the



approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

HR Green will complete Inspector's Daily Reports (IDRs) and a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. HR Green will verify that all materials incorporated into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Special Provisions of this contract. HR Green shall keep the Village informed as to the progress of construction.

HR Green anticipates that a Construction Technician will be onsite approximately approximately seven weeks (approximately three hundred (300) hours) and the Sr. Construction Project Manager will be onsite of approximately seven (7) hours during construction of the project. A total of three hundred seven (307) hours have been allotted for daily field construction observation for this project.

C. Meetings

HR Green will attend the preconstruction meeting at the Village with the contractor and subcontractors and two additional construction progress meetings. A total of fifteen (15) hours have been allotted for the Senior Project Manager and Construction Technician to attend the preconstruction meeting, prepare the agenda and complete the meeting minutes for the preconstruction meeting.

D. Administration/Coordination

This task will involve the oversight of the project by management, which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between HR Green, Village of Algonquin, the contractor, and subcontractors. HR Green has allotted seven (7) hours for the Senior Project Manager and administrative support for the project.

E. Project Close Out

HR Green anticipates approximately ten (10) hours to complete the project closeout and final documentation for this project. This task includes the preparation of final job records, completion of punchlist, final payment estimate and final change order.

F. Material Testing

Rubino Engineering will provide the Quality Assurance Material Testing Services



for this project. Quality Assurance testing for asphalt and concrete shall be completed in accordance with IDOT QC/QA requirement.

Disclaimer

HR Green shall not supervise, direct or have any control over the contractor's work. HR Green shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, HR Green is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

HR Green shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work, or any agents or employees of any of them. HR Green does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

HR Green shall be responsible to notify the Village representative of any observed construction contract failures to perform the work in accordance with contract drawings and documents, commensurate with HR Green's knowledge as a engineering professional.

3.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Construction Layout
- As -Built Construction Survey

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

4.0 Services by Others

Quality Assurance Material Testing to be provided by Rubino Engineering under this contract.

5.0 Professional Services Fee

5.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed.



5.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505.

5.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

5.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

5.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$46,467.

See attached Cost Estimate Worksheet for a cost breakdown.



6.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

6.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

6.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT.

6.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

6.4 Suspension of Services

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

6.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

6.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

6.7 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

6.8 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

6.9 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

6.10 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors,



subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

6.11 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

6.12 Attorney's Fees

If litigation arises relating to this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party.

6.13 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

6.14 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

6.15 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans or specifications not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans or specifications.

6.16 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.



6.17 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

6.18 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

6.19 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

6.20 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations,



duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

6.21 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

6.22 Limitation of Liability; Third Party Liability

Unless otherwise specifically provided for in this Agreement, in no event shall the parties be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law. Neither this Agreement nor any subcontract is intended to give rise to recognize any third-party beneficiary to this Agreement.

6.26 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.



This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Todd Destree, P.E.,
CPESC

Approved by:

Akram Chaudhry

Printed/Typed Name:

Akram Chaudhry, PE

Title: Vice President

Date:

March 15, 2021

Village of Algonquin

Accepted by:

Printed/Typed Name:

Title:

Date:

Local Public Agency

Village of Algonquin

County

McHenry

Section Number

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Start Up			Construction Observation			Administration			Meetings			Project Close Out		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Business Development Ma	78.00	0.0																	
Senior Construction Project	77.74	29.0	8.08%	6.28				7	2.28%	1.77	7	100.00%	77.74	15	100.00%	77.74			
Construction Engineer III	50.64	0.0																	
Construction Engineer II	38.19	0.0																	
Construction Engineer I	27.69	0.0																	
Construction Technician III	43.17	0.0																	
Construction Technician II	36.53	0.0																	
Construction Technician I	30.78	330.0	91.92%	28.29	20	100.00%	30.78	300	97.72%	30.08							10	100.00%	30.78
Administrative Manager	38.88	0.0																	
Project Manager	62.61	0.0																	
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VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: March 24, 2021

TO: COTW

FROM: Robert Mitchard, Public Works Director

SUBJECT: Bunker Hill Drive

Recently, the Village Manager and staff met to discuss numerous Capital Improvement Projects for the upcoming years and the need to commence engineering to get them ready to be bid in January, 2022 before the construction season. Bidding in January/February for the upcoming construction season has proven to be very beneficial as we have experienced excellent bid prices.

We have attached a Design Engineering Proposal (Phase 1 and 2) from Christopher B. Burke Engineering LTD. (CBBEL) for the design of roadway related improvements to Bunker Hill Drive from Sherman Road to Greensview Drive (please see the attached map). This is a significant project and will include the following improvements:

- ADA compliance at 13 intersections with sidewalks within the limits of the project that do not currently meet ADA standards
- A new Flashing Pedestrian Crossing Signal at Golden Eagle Drive (Jacobs High School)
- Reconstruction of the intersection of Bunker Hill Dr. and Parkside Court to eliminate the “hump” on Bunker Hill where it meets Parkside
- Rehabilitation of Pine Grove Court adjacent to Bunker Hill Drive
- A reconstructed bike path along Bunker Hill within the limits stated above
- Curb/Gutter and sidewalk removal/replacement where needed
- Underground utility repair and/or replacement as determined necessary
- New pavement throughout

The Design Proposal is for a cost not to exceed amount of \$125,020.00 which is 5.2% of the estimated cost of the improvement (\$2,400,000). The scope includes Surveying/Topographic work of 13 intersections to ensure the ADA requirements meet Federal and State requirements.

Staff recommends that the Committee of the Whole take the necessary action to move this decision on to the Board of Trustees for the approval and execution of the proposal from CBBEL in the amount not to exceed \$125,020.00. \$125,000.00 has been budgeted in the FY 2021-22 budget to cover this work and CBBEL will not commence their work until after May 1, 2021.

Please advise if you have any questions.

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

The project includes street rehabilitation (resurfacing, partial reconstruction or full depth reclamation) to the following streets:

- Bunker Hill Drive – Sherman Road to Greens View Drive (4,300 ft.)
- Parkside Court (250 ft.)
- Pine Grove Court (300 ft.)

The project will also include spot curb and gutter replacement, sidewalk replacement and utility rehabilitation. This project includes full reconstruction of the intersection of Parkside Court and Bunker Hill Drive. The bike path along the south side will be resurfaced with a minimum of 2 ½” of surface course and 6” of stone base for the entire limits and a push button will be installed at Jacobs High School. We understand that the Village will televise the existing sewer and provide their analysis of its condition. The Village will also provide the break history of the water main within the project limits.

It is our understanding the project will be let in January 2022 and begin construction May 2022.

B. Design Criteria
Village/IDOT

III. Scope of Services

A. Surveying and Geotechnical Services

Task A.1 – Topographic Survey for the Special ADA Design

The Topographic Survey of twenty-eight (28) street corners for Special ADA ramp design will be performed at the Bunker Hill Drive intersections with the following: Saratoga Circle (4), Brookside Avenue (4), Woods Creek Lane (4), Stonegate Road (3), Pine Grove Court (2), Parkside Court (2), W. School Entrance (3), Holiday Inn Entrance (2) and Sherman Road (4) within the project limits.

The survey for special ADA ramps shall include an area from the street right-of-way to the adjacent edge of pavement of subject street as shown on the attached

(Typical Quadrant Survey Criteria for ADA Ramps Design) and 25 feet overlap with crossing streets right-of-way. The survey shall include the following specific tasks:

Horizontal and Vertical Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters (curb, gutter flow line, and edge of pavement/ face of curb), pavement markings, signs, Manholes or Utility Vaults on sidewalks and parkways and within 10 feet of pavement area adjacent to the curb, drainage structures, driveway culverts, cross road culverts, Fences, Traffic Signals, Signs, traffic cameras, parking meters, and pay boxes, Trees (including DBH) & Bushes, Light and Power Poles , Sidewalks (back and face of sidewalks) and pavement . Elevations every approximately 10 feet along sidewalks, curbs, gutters, building or property line, doorway stoops or steps as applicable and shown on the attached shall be taken. Elevations of roadway 5 feet from edge of pavement to be included.

Base Mapping: All of the above information will be compiled into one base map representative of existing conditions of the project corridor for use in engineering work.

Task A.2 – Topographic Survey ROW to ROW

CBBEL will perform a Topographic Survey of Stonegate Road R-O-W to R-O-W (Parkside Court/Bunker Hill Drive Intersection, (approximately 400 LF), As per attached exhibit. The following scope items will be included in this task:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).

Existing Right-of-Way: CBBEL will establish the existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits. Establish all rim and invert elevations, utility sizes & type, depth subterranean structure, etc., at all points of access to below-grade utilities.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located (JULIE Utility Coordination is not included in this task).

Base Mapping: CBBEL will compile all of the above information onto one base map at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private infrastructure subsequent to the findings of engineering/drainage analysis.

Task A.3 – JULIE Coordination

CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way (off-site) & limited areas adjacent to Public Right-of-Way. Identification & location of all private subsurface utilities within project area (on-site) is the responsibility of the client.

Task A.4 – Geotechnical Investigation

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Rubino Engineering. The Geotechnical Investigation will include eleven (11) pavement cores to determine the existing structure of the pavement and condition of subgrade materials. This assumes no flagmen are required to take the cores.

One (1) composite test will be performed for a mix design in accordance with the IDOT Special Provisions for Full Depth Reclamation with cement, December 2012. The report will include FDR Mix Design Recommendations.

The objectives of the boring study are to determine whether the associated laboratory analysis provide a basis for Rubino to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer. A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included.

B. Phase 1 Engineering

Task B.1 – Field Reconnaissance

CBBEL Staff will perform a Field Reconnaissance of the streets included in the street program with Village staff. The purpose of the Field Reconnaissance will be to verify the method of rehabilitation/reconstruction and determine the limits and estimate the quantity of drainage structure, curb and gutter, and sidewalk removal and replacement. Additionally, CBBEL will determine the location of substandard radii and other geometric inadequacies. The results of the Field Reconnaissance will be included in the Preliminary Plans. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

Task B.2 – Phase I Report

CBBEL will prepare a Phase I Report which will consist of the following:

- Preliminary Typical Sections
- Preliminary Plans
 - Showing roadway improvements
 - Curb and gutter removal and replacement
 - Sidewalk removal and replacement
 - Water main replacement
 - Sanitary sewer replacement and or lining
 - Storm structure replacements
 - Improvements of the intersection of Parkside Court and Bunker Hill Drive
 - Bike Path removal and replacement
- Sidewalk Replacement per Village policy including ADA assessment
- Storm Sewer Assessment
- Push Button crosswalk at Jacobs High School
- Estimate of Construction Cost
- Construction Schedule
- Pavement Cores and Soil Analysis
- QA/QC Plan

C. Phase 2 Engineering

Task C.1 – Plans, Specifications and Estimates

CBBEL will prepare engineering plans, specifications and estimates utilizing local funds for the following sheets:

- Cover Sheet
- General Notes Sheets
- Summary of Quantities
- Alignment Ties and Benchmarks
- Special Details
- Existing and Proposed Typical Sections
- Tree Schedule
- Existing and Removal Sheets

- Proposed Roadway
- Proposed Bike Path Plan
- Plan Sheets
- Parkside Court and Bunker Hill Intersection
- ADA Ramp Plans and Elevations
- Push Button Detail at Jacobs High School
- Landscape and Restoration Sheets
- Soil Erosion and Sediment Control Sheets

CBBEL will assist the Village in bidding and recommendations of the bids.

B. Meetings/Coordination

2 Meetings with Village, 1 Public Information Meeting
CBBEL will provide letter; Village will perform mailing.

C. Deliverables

PDF of the Final Phase I Report
PDF of Final Engineering Plans, Specifications and Estimate

D. Services by Others

11 Pavement cores by Rubino Engineering.

E. Information to be Provided by Client

Existing plans
Water main break history
Village analysis of the existing sanitary and storm sewer condition, tree survey,
tree planting list

F. Not included in Work Order

IV. Man-Hour & Fee Summary

A. Survey

Task A.1 Topographic Survey for the Special ADA Design

Survey V	3 hrs x \$165/hr	=	\$ 495
Survey IV	10 hrs x \$160/hr	=	\$ 1,600
Survey III	10 hrs x \$155/hr	=	\$ 1,550
Survey II	60 hrs x \$115/hr	=	\$ 6,900
Survey I	60 hrs x \$90/hr	=	\$ 5,400
CAD Manager	30 hrs x \$160/hr	=	\$ 4,800
			<u>\$20,745</u>

Task A.2 Topographic Survey ROW to ROW

Survey V	1 hrs x \$165/hr	=	\$ 165
Survey IV	1 hrs x \$160/hr	=	\$ 165
Survey III	1 hrs x \$155/hr	=	\$ 155
Survey II	8 hrs x \$115/hr	=	\$ 920

	Survey I	8 hrs x \$90/hr	=	\$ 720
	CAD Manager	4 hrs x \$160/hr	=	\$ 640
				<u>\$ 2,765</u>
Task A.3	JULIE Coordination			
	Survey III	30 hrs x \$155/hr	=	\$ 4,650
Task A.4	Geotechnical Investigation			
	Rubino Engineering		=	<u>\$14,250</u>
	Subtotal Task A			\$42,410
	<u>Phase 1 Engineering</u>			
B.	<u>Engineering Services</u>			
Task B.1	Field Reconnaissance & Tape Review			
	Engineer V	10 hrs x \$175/hr	=	\$ 1,750
	Engineer III	70 hrs x \$125/hr	=	\$ 8,750
				<u>\$10,500</u>
Task B.2	Phase I Report			
	Engineer V	30 hrs x \$175/hr	=	\$ 5,250
	Engineer III	160 hrs x \$125/hr	=	\$20,000
	CAD II	80 hrs x \$125/hr	=	<u>\$10,000</u>
				<u>\$35,250</u>
	Subtotal Task B			\$45,750
	<u>Phase 2 Engineering</u>			
Task C.1	Plans, Specifications and Estimate			
	Engineer V	30 hrs x \$175/hr	=	\$ 5,250
	Engineer III	130 hrs x \$125/hr	=	\$16,250
	CAD Manager	70 hrs x \$160/hr	=	<u>\$11,200</u>
	Subtotal Task C			\$32,700
	<u>Meetings/Coordination</u>			
	Engineer VI	4 hrs x \$190/ hr	=	\$ 760
	Engineer V	8 hrs x \$175/hr	=	\$ 1,400
	Engineer III	8 hrs x \$125/hr	=	<u>\$ 1,000</u>
				\$ 3,160
	Subtotal			\$124,020
	Direct Costs			<u>1,000</u>
	Not-to Exceed Fee		=	\$125,020

Direct Costs

A. Survey Expenses:

(Itemization)

B. Engineering Expenses:

1 PDF of Phase 1 Report

C. Meetings/Coordination:

(Itemization)

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by: _____

Title: President _____

Date: _____

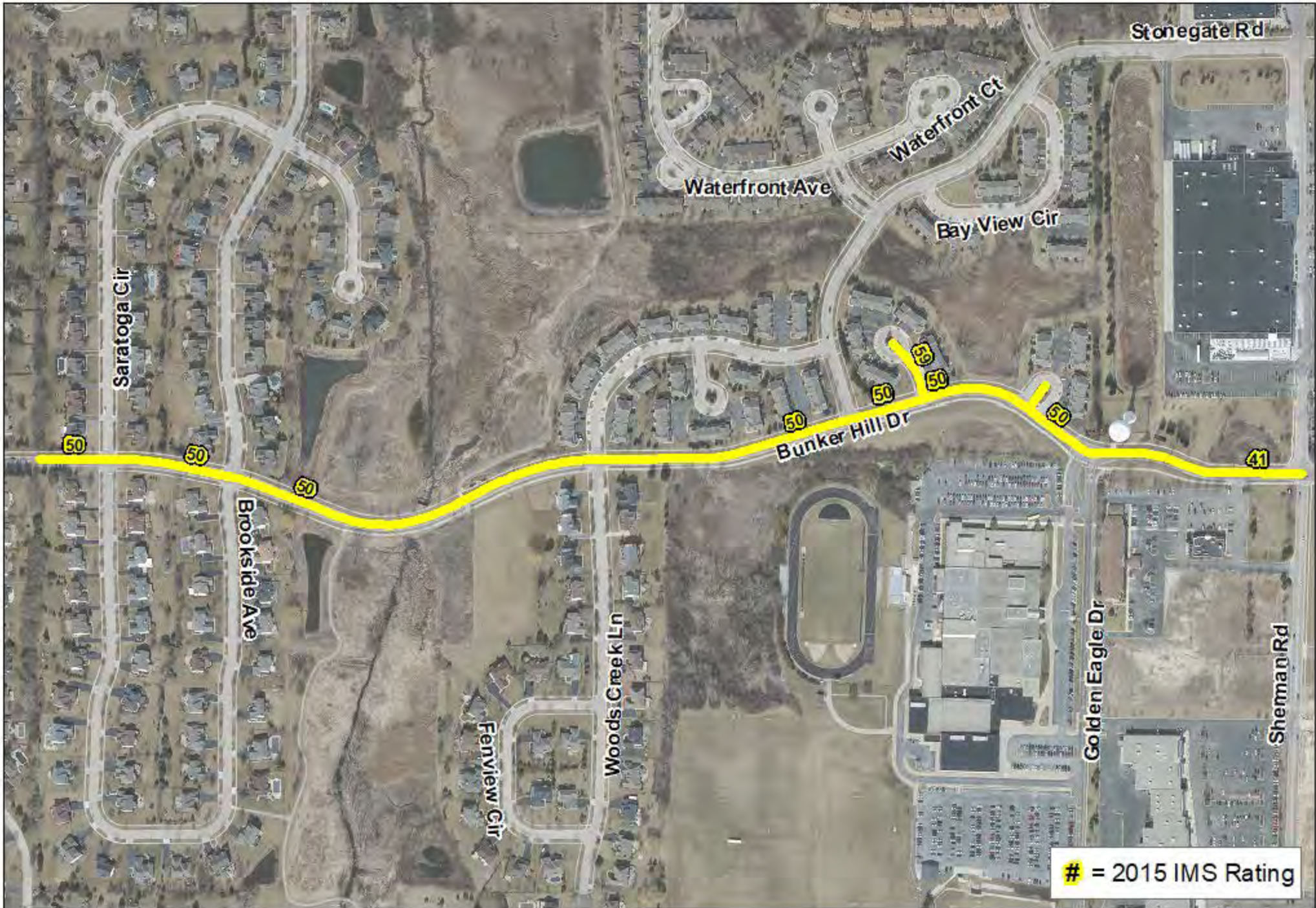
CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Principal.....	210
Engineer VI.....	190
Engineer V.....	175
Engineer IV.....	145
Engineer III.....	125
Engineer I/II.....	100
Survey V.....	165
Survey IV.....	160
Survey III.....	155
Survey II.....	115
Survey I.....	90
Engineering Technician V.....	160
Engineering Technician IV.....	130
Engineering Technician III.....	140
Engineering Technician I/II.....	87
CAD Manager.....	160
Assistant CAD Manager.....	135
CAD II.....	125
GIS Specialist III.....	130
GIS Specialist I/II.....	85
Landscape Architect.....	150
Environmental Resource Specialist V.....	160
Environmental Resource Specialist IV.....	140
Environmental Resource Specialist III.....	110
Environmental Resource Specialist II.....	85
Environmental Resource Technician.....	100
Administrative.....	95
Engineering Intern.....	46

Updated January 8, 2020

Bunker Hill Drive Improvements

Miles - .82





VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: March 24, 2021

TO: COTW

FROM: Robert Mitchard, Public Works Director

SUBJECT: Algonquin Willoughby Farms

Recently, the Village Manager and staff met to discuss numerous Capital Improvement Projects for the upcoming years and the need to commence engineering to get them ready to be bid in January, 2022 before the construction season. Bidding in January/February for the upcoming construction season has proven to be very beneficial as we have experienced excellent bid prices.

We have attached a Design Engineering Proposal (Phase 1 and 2) from Christopher B. Burke Engineering LTD. (CBBEL) for the Willoughby Farms Section 1 Subdivision (please see the attached map). This is a significant project and the scope will include the following improvements:

- ADA compliance at 38 intersections with sidewalks
- New “barrier” curb and gutter along Wynnfield Drive and Stonegate Rd. adjacent to the Willoughby Farms Park to prevent vehicles from driving on the parkway
- A new protected Bike Path along Stonegate Rd. from County Line south to the dead end near Willoughby Farms Park
- Curb/Gutter and Sidewalk removal and replacement where needed
- Underground utility repair and/or replacement where determined necessary
- New pavement throughout

The Design Proposal is for a Cost Not to Exceed amount of \$387,790.00 which is 7.6% of the estimated cost of the improvement (\$5,127,234). The scope includes an extensive amount of Surveying/Topographic work at the 38 intersections to ensure the ADA requirements meet Federal and State requirements.

Staff recommends that the Committee of the Whole take the necessary action to move this decision on to the Board of Trustees for the approval and execution of the proposal from CBBEL in the amount not to exceed \$387,790.00. \$390,000 has been budgeted in the FY 2021-22 budget to cover this work and CBBEL will not commence their work until after May 1, 2021.

Please advise if you have any questions.

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

The project includes street rehabilitation (resurfacing, partial reconstruction, full depth reclamation) to the following streets:

- White Oak Drive (1,500 ft.)
- Peach Tree Lane (2,500 ft.)
- Cloverdale Lane (1,200 ft.)
- Arbordale Lane (1,000 ft.)
- Waverly Lane (2,600 ft.)
- Haverford Drive (1,950 ft.)
- Dorchester Avenue (2,750 ft.)
- Fernwood Lane (1,450 ft.)
- Wynnfield Drive (2,100 ft.)
- Stonegate Road (2,900 ft.)
- White Oak Court (250 ft.)
- Cloverdale Court (300 ft.)
- Driftwood Court (425 ft.)
- Arbordale Court (300 ft.)
- Dorchester Court (210 ft.)
- Fernwood Court (250 ft.)

The project will also include spot curb and gutter replacement, sidewalk replacement and utility rehabilitation as well as, adding B-6.12 curb and gutter along Wynnfield Drive and Stonegate Drive along Willoughby Farms Park. Also, CBBEL will analyze a bike path/bike lane along Stonegate Road tying into bike lanes on Stonegate Road north of County Line Road. We understand that the Village will televise the existing sewer and provide their analysis of its condition. The Village will also provide the break history of the water main within the project limits.

It is our understanding the project will be let in January 2022 and begin construction May 2022.

B. Design Criteria
Village/IDOT

III. Scope of Services

A. Surveying and Geotechnical Services

Task A.1 – Topographic Survey for the Special ADA Design

The Topographic Survey of ninety-two (92) street corners for Special ADA ramp design will be performed at the following intersections: White Oak Drive and Stonegate Road (3), White Oak Drive and White Oak Court (2), White Oak Drive and Haverford Drive (4), White Oak Drive and White Oak Court (3), Peach Tree Lane and Stonegate Road (4), Peach Tree Lane and Haverford Drive (4), Peach Tree Lane and Peach Tree Court (2), Peach Tree Lane and Dellwood Court (2), Peach Tree Lane and Cloverdale Court (2), Cloverdale Lane and Stonegate Road (4), Cloverdale Lane and Arbordale Lane (4), Cloverdale Lane and Waverly Lane (3), Cloverdale Lane and Haverford Drive (2), Arbordale Lane and Stonegate Road (4), Waverly Lane and Stonegate Road (4), Waverly Lane and Waverly Court (3), Waverly Lane and Cedar Grove Court (4), Haverford Drive and Wynnfield Drive (2), Haverford Drive and Dorchester Avenue (4), Haverford Drive and Fernwood Lane (3), Dorchester Avenue and Wynnfield Drive (4), Dorchester Avenue and Ashcroft Court (2), Dorchester Avenue and Dorchester Court (3), Dorchester Avenue and Dorchester Avenue Court (4), Fernwood Lane and Fernwood Court (3), Wynnfield Drive and Sleepy Hollow Road (4), Stonegate Road and White Oak Drive (3), Stonegate Road and Driftwood Court (3), Stonegate Road and Stonegate Court (3).

The survey for special ADA ramps shall include an area from the street right-of-way to the adjacent edge of pavement of subject street as shown on the attached (Typical Quadrant Survey Criteria for ADA Ramps Design) and 25 feet overlap with crossing streets right-of-way. The survey shall include the following specific tasks:

Horizontal and Vertical Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters (curb, gutter flow line, and edge of pavement/ face of curb), pavement markings, signs, Manholes or Utility Vaults on sidewalks and parkways and within 10 feet of pavement area adjacent to the curb, drainage structures, driveway culverts, cross road culverts, Fences, Traffic Signals, Signs, traffic cameras, parking meters, and pay boxes, Trees (including DBH) & Bushes, Light and Power Poles , Sidewalks (back and face of sidewalks) and pavement. Elevations every approximately 10 feet along sidewalks, curbs, gutters, building or property line, doorway stoops or steps as applicable and shown on the attached shall be taken. Elevations of roadway 5 feet from edge of pavement to be included.

Base Mapping: All of the above information will be compiled into one base map representative of existing conditions of the project corridor for use in engineering work.

Task A.2 - Topographic Survey ROW to ROW

CBBEL will perform a Topographic Survey of Stonegate Road R-O-W to R-O-W (from Willoughby Farms Park to Winnfield Drive, approximately 550 LF), & Winnfield Drive R-O-W to R-O-W (from Stonegate Road to Dorchester Ave., approximately 1300 LF) As per attached exhibit. The following scope items will be included in this task:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).

Existing Right-of-Way: CBBEL will establish the existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits. Establish all rim and invert elevations, utility sizes & type, depth subterranean structure, etc., at all points of access to below-grade utilities.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located (JULIE Utility Coordination is not included in this task).

Base Mapping: CBBEL will compile all of the above information onto one base map at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private infrastructure subsequent to the findings of engineering/drainage analysis.

Task A.3 – JULIE Coordination

CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way (off-site) & limited areas adjacent to Public Right-of-Way. Identification & location of all private subsurface utilities within project area (on-site) is the responsibility of the client.

Task A.4 – Geotechnical Investigation

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Rubino Engineering. The Geotechnical Investigation will include forty-three (43) pavement cores to determine the existing structure of the pavement and condition of subgrade materials. This assumes no flagmen are required to take the cores.

Two (2) composite test will be performed for a mix design in accordance with the IDOT Special Provisions for Full Depth Reclamation with cement, December 2012. The report will include FDR Mix Design Recommendations.

The objectives of the boring study are to determine whether the associated laboratory analysis provide a basis for Rubino to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer. A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included.

B. Phase 1 Engineering

Task B.1 – Field Reconnaissance and Tape Review

CBBEL Staff will perform a Field Reconnaissance of the streets included in the street program with Village staff. The purpose of the Field Reconnaissance will be to verify the method of rehabilitation/reconstruction and determine the limits and estimate the quantity of drainage structure, curb and gutter, and sidewalk removal and replacement. Additionally, CBBEL will determine the location of substandard radii and other geometric inadequacies. CBBEL will review the storm sewer video for point repairs. The results of the Field Reconnaissance will be included in the Preliminary Plans. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

Task B.2 – Phase I Report

CBBEL will prepare a Phase I Report which will consist of the following:

- Preliminary Typical Sections
- Preliminary Plans
 - Showing roadway improvements
 - Curb and gutter removal and replacement
 - Sidewalk removal and replacement
 - Water main replacement
 - Sanitary sewer replacement and or lining
 - Storm structure replacements
 - B6.12 curb installation in front of Willoughby Farms Park and Wynnfield Drive
- Sidewalk Replacement per Village policy including ADA assessment
- Bike path on west side of Stonegate assessment off road
- Driveway Assessment
- Storm Sewer Assessment
- Estimate of Construction Cost
- Construction Schedule
- Pavement Cores and Soil Analysis
- QA/QC Plan

C. Phase 2 Engineering

Task C.1 – Plans, Specifications and Estimates

CBBEL will prepare engineering plans, specifications and estimates utilizing local funds for the following sheets:

- Cover Sheet
- General Notes Sheets
- Summary of Quantities
- Alignment Ties and Benchmarks
- Special Details
- Existing and Proposed Typical Sections
- Tree Schedule
- Existing and Removal Sheets
- Proposed Plan Sheets
- Wynnfield Drive and Stonegate Road Roadway Plan and Profile
- Proposed Bike Path Plan
- ADA Ramp Plans and Elevations
- Landscape and Restoration Sheets
- Soil Erosion and Sediment Control Sheets

CBBEL will assist the Village in bidding and recommendations of the bids.

B. Meetings/Coordination

2 Meetings with Village, 1 Public Information Meeting
CBBEL will provide letter; Village will perform mailing.

C. Deliverables

PDF of the Final Phase I Report
PDF of Final Engineering Plans, Specifications and Estimate

D. Services by Others

43 Pavement cores by Rubino Engineering.

E. Information to be Provided by Client

Existing plans
Water main break history
Village analysis of the existing sanitary and storm sewer condition, tree survey,
tree planting list

F. Not included in Work Order

IV. Man-Hour & Fee Summary

A. Survey

Task A.1 Topographic Survey for the Special ADA Design

Survey V	10 hrs x \$165/hr	=	\$ 1,650
Survey IV	40 hrs x \$160/hr	=	\$ 6,400
Survey III	40 hrs x \$155/hr	=	\$ 6,200
Survey II	200 hrs x \$115/hr	=	\$23,000
Survey I	200 hrs x \$90/hr	=	\$18,000
CAD Manager	100 hrs x \$160/hr	=	\$16,000
			<u>\$71,250</u>

Task A.2 Topographic Survey ROW to ROW

Survey V	2 hrs x \$165/hr	=	\$ 330
Survey IV	8 hrs x \$160/hr	=	\$ 1,280
Survey III	8 hrs x \$155/hr	=	\$ 1,240
Survey II	24 hrs x \$115/hr	=	\$ 2,760
Survey I	24 hrs x \$90/hr	=	\$ 2,160
CAD Manager	16 hrs x \$160/hr	=	\$ 2,560
			<u>\$10,330</u>

Task A.3 JULIE Coordination

Survey III	40 hrs x \$155/hr	=	\$ 6,200
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Task A.4 Geotechnical Investigation

Rubino Engineering		=	<u>\$23,000</u>
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Subtotal Task A \$110,780

**B. Phase 1 Engineering
Engineering Services**

Task B.1 Field Reconnaissance and Tape Review			
Engineer V	30 hrs x \$175/hr	=	\$ 5,250
Engineer III	100 hrs x \$125/hr	=	<u>\$12,500</u>
			\$17,750
Task B.2 Phase I Report			
Engineer V	140 hrs x \$175/hr	=	\$ 24,500
Engineer III	500 hrs x \$125/hr	=	\$ 62,500
CAD II	360 hrs x \$125/hr	=	<u>\$ 45,000</u>
			\$132,000
	Subtotal Task B		\$149,750

C. Phase 2 Engineering

Task C.1 Plans, Specifications and Estimate			
Engineer V	100 hrs x \$175/hr	=	\$ 17,500
Engineer III	400 hrs x \$125/hr	=	\$ 50,000
CAD Manager	325 hrs x \$160	=	<u>\$ 52,000</u>
	Subtotal Task C		\$119,500

Meetings/Coordination

Engineer VI	4 hrs x \$190/ hr	=	\$ 760
Engineer V	20 hrs x \$175/hr	=	\$ 3,500
Engineer III	20 hrs x \$125/hr	=	<u>\$ 2,500</u>
			\$ 6,760

Subtotal			\$386,790
Direct Costs			<u>\$1,000</u>
Not-to Exceed Fee	=		\$387,790

Direct Costs

A. Survey Expenses:

(Itemization)

B. Engineering Expenses:

1 PDF of Phase 1 Report

C. Meetings/Coordination:

(Itemization)

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by: _____

Title: President _____

Date: _____

N:\PROPOSALS\ADMIN\2021\Algonquin Willoughby Farms.docx

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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Principal.....	210
Engineer VI.....	190
Engineer V.....	175
Engineer IV.....	145
Engineer III.....	125
Engineer I/II.....	100
Survey V.....	165
Survey IV.....	160
Survey III.....	155
Survey II.....	115
Survey I.....	90
Engineering Technician V.....	160
Engineering Technician IV.....	130
Engineering Technician III.....	140
Engineering Technician I/II.....	87
CAD Manager.....	160
Assistant CAD Manager.....	135
CAD II.....	125
GIS Specialist III.....	130
GIS Specialist I/II.....	85
Landscape Architect.....	150
Environmental Resource Specialist V.....	160
Environmental Resource Specialist IV.....	140
Environmental Resource Specialist III.....	110
Environmental Resource Specialist II.....	85
Environmental Resource Technician.....	100
Administrative.....	95
Engineering Intern.....	46

Updated January 8, 2020

Willoughby Farms Section 1 Improvements

Miles - 4.33

