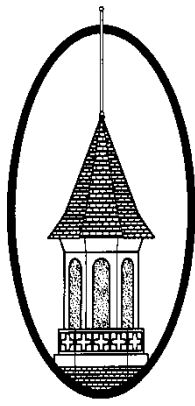


AGENDA
COMMITTEE OF THE WHOLE
July 13, 2021
2200 Harnish Drive
Village Board Room
7:30 P.M.

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

- AGENDA -

1. **Roll Call – Establish Quorum**
2. **Presentation by State Representative Suzanne Ness**
3. **Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chair prior to roll call.)
4. **Community Development**
 - A. Consider a Public Event Permit for Art on the Fox September 11 and 12, 2021
 - B. Consider a Zoning Map Amendment (ZMA) request from B-1 Business District to R-2 One Family Dwelling District for the subject property located at 915 S. Main Street
 - C. Consider an Amendment to the Village Zoning Code to Allow Medical Office Uses Permitted and Hospitals a Special Use in the B-1 District
 - D. Consider an Amendment of Section 30.09 of the Village’s Landscaping Code
 - E. Consider Amending Chapter 22.08 of the Algonquin Municipal Code
 - F. Consider a Resolution Authorizing a Tax Increment Financing (TIF) Feasibility Study for the Southwest Corner of Longmeadow Parkway and Randall Road
 - G. Consider an Ordinance Authorizing the Establishment of Interested Parties’ Registries and Adopting Rules for such Registries for Redevelopment Project Areas in the Village of Algonquin
5. **General Administration**
6. **Public Works & Safety**
 - A. Consider an Agreement with Trotter and Associates for the Construction Management of the Woods Creek Pumping Station Project
 - B. Consider an Agreement with Christopher Burke Engineering for the Stormwater Master Plan
 - C. Consider Certain Items as Surplus
 - D. Consider an Agreement with Weatherguard Roofing for the Roof and Gutter Repair and/or Replacement of Historic Village Hall
 - E. Consider an Agreement with Hitchcock Design Group for the Towne Park Development Master Plan
 - F. Consider a Resolution for Temporary Lane Reduction of a State Highway
7. **Executive Session**
8. **Other Business**
9. **Adjournment**



Village of Algonquin

The Gem of the Fox River Valley

DATE: July 13, 2021

TO: Committee of the Whole

FROM: Jason C. Shallcross, AICP, Community Development Director

SUBJECT: Public Event/Entertainment License Application – Art on the Fox

The Village of Algonquin is seeking approval of a Public Event License for the Art on the Fox art festival that will take place in downtown Algonquin on September 11 and 12. This event is being put on by the Village of Algonquin and is being organized by Amdur Productions, Inc. The Art on the Fox is a free public cultural event that features original art of all medias and also live music. The Art on the Fox last occurred in 2019 in Towne Park.

This year, the festival is planned to take place on South Main Street between Algonquin Road and Madison Street. Police and Fire have given preliminary approval of the event map and Public Works has preliminarily approved the street closure. The Art on the Fox will have two 8x8 platform stages with live music from 10 am – 5 pm on both days. One of the stages will be located near the north end of Main Street near Algonquin Road and the other stage will be located at the south end of Main Street at Madison Street. Along with the platform stages, approximately 40 artist booths are planned to be located along Main Street.

The village is not planning to serve liquor as part of the art festival. Instead, the village plans to utilize a pending new liquor policy that would permit downtown restaurants to sell alcohol for consumption off-premises. This pending policy would allow attendees to patronize downtown businesses and then they could walk through the art festival with their food and beverage. To prove that customers have been carded, businesses will provide wristbands when the customer purchases alcohol. Each participating business will have a different color wristband so we know where the alcohol was purchased. There is also a possibility that a beer garden will be located on the south end of Main Street; this beer garden would be operated by a separate vendor who would submit a separate application and need to obtain a Special Event Permit from the State of Illinois. The festival may also include food vendors that would sell products different from those offered by downtown restaurants.

Staff has reviewed the request and recommends approval with the following conditions:

- The applicant shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided.

- Temporary Food Service permit(s) shall be obtained from the McHenry County Health Department by all food vendors and the necessary inspections shall be allowed.
- The required electrical and fire inspections shall be allowed to be conducted by Village and Fire Department staff.
- A Public Event Liquor Permit to sell alcoholic liquor must be obtained from the Village and State Liquor Commissioners OR proof of Village permission to have downtown restaurants sell alcohol for consumption off-premises.
- In the event of unfavorable weather conditions, the tent area(s) shall be vacated if there is a severe thunderstorm, if there is a tornado warning/watch issued, or in the case of high winds or gusts in excess of 40 mph.
- Final site and circulation plans are subject to review and approval by CD Staff, Police, Fire, and Public Works as needed.



Village of Algonquin
PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION

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

Please type or print legibly.

Official Name of the Event: Act on the Fox

Sponsoring Organization:

Name: Village of Algonquin Contact Name: Jason Shallcross
 Address: 2200 Harnish
 City, State, ZIP: Algonquin, IL 60102
 Phone: 847-658-6785 Email: jasonshallcross@algonquin.org

Event Coordinator:

Name: Amy Amdur
 Home Address: P.O. Box 550
 City, State, ZIP: Highland Park, IL 60035
 Phone: 847-928-4300 Email: AAmdur@aol.com

Event Information:

Describe the Nature of the Event: Act on the Fox is a free cultural event for the public to enjoy. The event will feature original art of ALL mediums, live music, food & beverages. The event is family friendly & will bring people from near & far to downtown.

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

Event Address: South Main Street from Rt 62 to Madison Street

Date(s) and Time(s) of the Event: Saturday, September 11 & Sunday September 12, 2021

Rain Date(s), if applicable: NA

Set-Up Date/Time: 6:00 a.m. September 11, 2021

Maximum Number of Attendees/Participants Expected: 5,000 throughout the festival hours

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

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

Event Website: www.Amdorproductions.com

Event Details:

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

Amdor Productions Professional Staff will be on site during setup, event hours & tear down. Overnight Amdor will coordinate security to serve as our eyes & ears. Overnight security will be directed to call 911 in case of an emergency.

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

Amdor Productions will work with the Village to secure artist parking. Ideally all close/easy parking will be open for the public.

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

See Map at Rt. B2 & Main Street. Madison & Main Street. Washington at Harrison Street.

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

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

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

Throughout the event. Weekend we will post signs that say "Art Festival" with an arrow to the event.

Do you wish to serve alcoholic beverages? Yes No Provided by the restaurants in the footprint of the festival area.

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

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

We will have two 8x8 platform stages with live music from 10:00 a.m. to 5:00 p.m. both days. Stage 1: Cirrus Falcon. Stage 2: TBD.

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

connection at set up to fill water barrels We request barricades to close the streets. We also request electricity if possible

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

Name of on-site contact during the event (please print): Amy Amdur
On-site contact's cell number: [REDACTED]
On-site contact's work number: [REDACTED]
On-site contact's home number: _____

Affidavit of Applicant:

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

Jason C. Shalleross
Signature of Applicant

7/8/21
Date

Jason C. Shalleross
Printed Name of Applicant

ART ON THE FOX

ALGONQUIN





VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

Date: June 24, 2021

To: Committee of the Whole

From: Jason C. Shallcross, AICP, Community Development Director
Mike Darrow, Community Development

Re: A Zoning Map Amendment (ZMA) request from B-1 Business District to R-2 One Family Dwelling District for the subject property located at 915 S. Main Street.

Linda Svejcar, the Petitioner, presented a Zoning Map Amendment (ZMA) proposal from B-1 Business District to R-2 One Family Dwelling District for the Subject Property located at 915 S. Main Street to the Planning and Zoning Commission during their June 14, 2021 regular meeting. The Petitioner highlighted that both her and her husband have owned the subject property since the 1970s and have used the property as their primary place of residence since purchasing it decades ago. Now looking to sell the property as a detached single-family home, the Petitioners are seeking to amend the property's zoning from B-1 Business District to R-2 One Family Dwelling District.

After closing the Public Hearing, the Planning and Zoning Commission approved unanimously by a 6-0 vote the following motion: Approval of a zoning map amendment from B-1 Business District, Limited Retail to R-2, One Family Dwelling District for the property located at 915 S. Main Street as outlined in the staff report for case PZ-07-21.

VILLAGE OF ALGONQUIN – 2200 Harnish Drive, Algonquin, IL 60102



STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Jason C. Shallcross, AICP
Director of Community Development

Mike Darrow
Community Development

Date: June 2, 2021

Case Number:
PZ-07-21

Applicant: Property Owner:
Village of Algonquin

Public Hearing Date:
June 14th, 2021

Property Address/Location:
915 S. Main Street

Brief Summary of Request

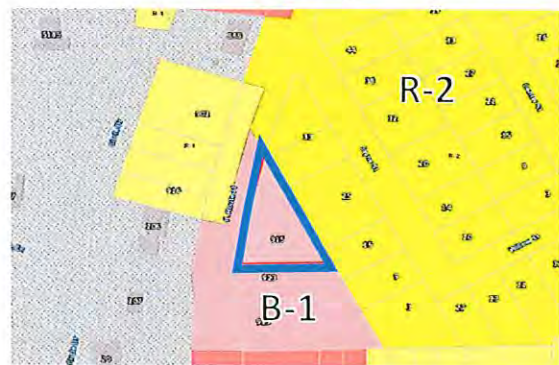
Representatives of the Linda G. Svejcar Trust, the Petitioner, are proposing a zoning map amendment from B-1, Business Limited Retail to R-2, One Family Dwelling District for their property located at 915 S. Main Street, the “Subject Property”.

Staff supports this request as the subject property is adjacent to other one family dwelling units in the R-2, One Family Dwelling District and the current use of the property as a detached single-family home is consistent with that district.

Location



Zoning



Existing Zoning
R-2, One Family Dwelling District

Existing Land Use/Improvements
Detached single-family residence

Surrounding Zoning & Land Use
North: R-2 | Single Family Residence
East: R-2 | Single Family Residence
South: B-1 | Business Office
West: R-1 | Single Family Residence

Property Size
0.38 ac

Staff Recommendation Summary

Approve

Deny

Approve with Conditions

Discussion of Staff Recommendation

The Petitioner is seeking approval of a zoning map amendment from B-1 to R-2 so that their existing non-conforming single family residence would be considered a permitted use, allowing it to be rebuilt in the event of a fire or other natural casualty.

When considering a zoning map amendment request, the Planning and Zoning Commission is asked to look at short and long-term impacts of the proposed zoning change. This includes surrounding uses, purpose, impacts on adjoining property, and impacts on the overall health, safety, and general welfare. The purpose of each zoning district per the Zoning Code is described below:

Business Districts' Purpose:

- To promote the most desirable use of land in accordance with a well-considered plan so adequate space is provided in appropriate locations for the various types of business uses, thereby protecting and strengthening the economic base of the Village;
- To place in separate districts those businesses that may create noise, odors, hazards, unsightliness, or that may generate excessive traffic;
- To permit selected business uses in districts where adjacent to or inclusion in a residential area that has sufficient elements of service or convenience to such areas to offset the disadvantage;
- To encourage the grouping in appropriate locations of compatible business uses that will tend to draw trade that is mutually interchangeable and so promote public convenience and business prosperity and contribute to the alleviation of traffic and pedestrian congestion; and
- To provide for the establishment of off-street parking facilities, permitted and required, so traffic congestion is alleviated, which will promote shopping convenience and business prosperity

Residential Districts' Purpose:

- To protect residential areas against fire, explosion, noxious fumes, offensive odors, noise, smoke, vibrations, dust, heat, glare, and other objectionable factors;
- To protect residential areas to the extent possible and appropriate in each area against unduly heavy motor vehicle traffic, especially through traffic, and to alleviate congestion by promoting off-street parking;
- To protect residential areas against undue congestion of public streets and other public facilities by controlling the density of population through regulation of the bulk of buildings;
- To protect and promote the public health and comfort by providing for ample light and air to buildings and the windows thereof;
- To promote public comfort and welfare by providing for usable open space on the same zoning lot with residential development;
- To provide sufficient space in appropriate locations to meet the probable need for future residential expansion and to meet the need for necessary and desirable services in the vicinity of residences that increase safety and amenity for residents and that do not exert objectionable influences; and
- To promote the best use and development of residential land in accordance with a comprehensive land use plan, to promote stability of residential development, and protect the character, desirable development, and protect the value of land and improvements and so strengthen the economic base of the Village.

Staff supports the Petitioner's request to amend the subject property's zoning district from B-1, Business Limited Retail to R-2, One Family Dwelling based upon the proximity to other similar land uses, the subject property's adjacency to the R-2 District, and because the current use of the property is consistent with the R-2 District. Staff does not believe that the proposed zoning map amendment will have a negative impact on surrounding properties or harm the general welfare of the public in any way.

Staff Recommendation

Staff finds that approving the proposed zoning map amendment would be in the best interest of the Village. Therefore, staff recommends that the Planning and Zoning Commission make a motion to adopt staff's findings as the findings of the Planning and Zoning Commission and recommend **approval** of the following motion:


1. "To approve a Zoning Map Amendment (ZMA) from B-1, Business Limited Retail to R-2, One Family Dwelling District for the property located at 915 S. Main Street as outlined in the staff report for case PZ-07-21."

The Village Board's decision is final for this case.

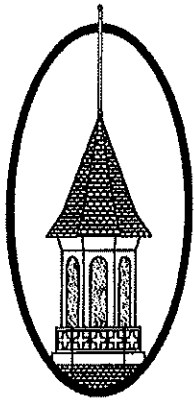
Attachments:

Administrative Content (Zoning Request Application, Responses to standards, etc...)	Plans (Plat of Survey, Site Plan, etc.)	Other (Supplemental Information, Public Comment, etc.)
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I concur:



Jason C. Shallcross, AICP
Director of Community Development



Village of Algonquin

The Gem of the Fox River Valley

Planning and Zoning Commission Minutes Regular Meeting | June 14, 2021 |

Roll Call - Establish Quorum

Chair Patrician called the meeting to order at 7:30 pm and asked for a moment of silence for Commissioner Hoferle who passed away recently and was an important and active member of the Planning and Zoning Commission.

Community Development Director Jason Shallcross called the roll to check attendance. Six of seven commissioners were present and could hear and be heard:

- Commissioner James Patrician, Chair
- Commissioner Linda Laipert
- Commissioner Andrew Neuhalfen
- Commissioner Darryl Postelnick
- Commissioner Paul Sturznickel
- Commissioner Patricia Szpekowski

Approval of Minutes

Chair Patrician asked for approval of the April 12, 2021 Planning and Zoning Commission minutes. A motion from Sturznickel and seconded by Neuhalfen to approve the minutes was made. The motion was approved on a 6-0 vote.

Public Comment

Chair Patrician asked for public comments.

Public Hearing Case No. PZ-07-21 The Linda G Svejcar Trust rezoning amendment from B-1 to R-2 Residential pursuant to the requirements of Section 19 of the Algonquin Zoning Ordinance

Jerry Majewski, Attorney for the applicant and Linda Svejcar, applicant, provided an overview on 915 North Main. They have owned the property since the 1970's and have always used the property for residential. They are seeking a zoning amendment from B-1 to R-2 Residential. Community Development Director Shallcross provided an overview of the application as well as the adjoining land uses and zoning designation. Mr. Shallcross provided an overview of existing conditions, highlighted that the house is surrounded by residential to the north, east and west and to the south is B- and indicated that staff is recommending approval.

Chair Patrician called for a public hearing to be open – No public comment and the public hearing was closed

Motion was made by Sturznickel and seconded by Laipert to approve a zoning map amendment from B-1 Business Limited Retail to R-2, One Family Dwelling District for the property located at 915 S. Main Street as outlined in the staff report for case PZ 07-21-. The motion was approved on a 6-0 vote.

Public Hearing Case Number PZ-06-21 Consideration of a Request for a Text Amendment of the Zoning Ordinance to allow medical offices as a permitted use and hospitals as a special use in the B-1 District pursuant to the requirements Algonquin Zoning Ordinance.

Community Development Director Jason Shallcross provided an overview of the text amendment and purpose. Discussion by Planning and Zoning occurred related to medical uses, dental offices and related uses. Roll call vote to establish a quorum at 7:47

Chair Patrician called for a public hearing to be open – A member of the public asked why medical uses required a special use in the first place. Discussion occurred related traffic impacts, etc.

Motion was made by Laipert and seconded by Neuhalfen to approve the text amendment which should allow all non-hospital medical office uses by right in the B-1 Business District. The Village Board's decision is final for this case. The motion was approved unanimously by a 6-0 vote.

New/Old Business

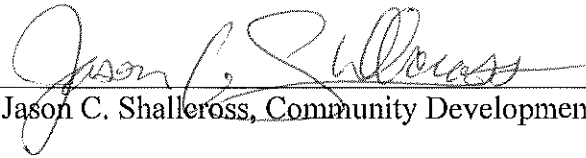
Chair Patrician asked if there was any old or new business. General questions on planning cases as well on moving meeting times to 7:00 PM beginning at the next Planning and Zoning meeting. The next meeting and future meets will begin at 7:00 PM.

Adjournment

Commissioner Patrician asked for a motion to adjourn. Meeting was adjourned at 8:03 pm.

No public comments were received.

Minutes submitted by:



Jason C. Shalleross, Community Development Director



VILLAGE OF ALGONQUIN
DEVELOPMENT APPLICATION

OFFICE USE ONLY

Please type or print legibly

CASE # _____

COMPLETION OF THIS APPLICATION SATISFIES THE REQUIREMENT OF FILING A PETITION IN MATTERS BEFORE THE PLANNING AND ZONING COMMISSION

PROJECT TITLE: The Linda G. Svejcar Use Variation

ACTION REQUESTED:

- | | |
|--|---|
| <input type="checkbox"/> Annexation (annexation petition required) | <input checked="" type="checkbox"/> <u>Use</u>
Variation |
| <input type="checkbox"/> Amendment to the Zoning Ordinance | <input type="checkbox"/> Preliminary Plat of Subdivision |
| <input type="checkbox"/> Appeal | <input type="checkbox"/> Final Plat of Subdivision |
| <input type="checkbox"/> Re-Zoning | <input type="checkbox"/> Preliminary Planned Unit Development |
| <input type="checkbox"/> Special Use Permit | <input type="checkbox"/> Final Planned Unit Development |

Other: _____

PETITIONER:

NAME: Linda G. Svejcar

ADDRESS: 915 S. Main St.

Algonquin, IL 60102

PHONE: 847-946-9137

FAX: n/a

OWNER (IF DIFFERENT):

NAME: Linda G. Svejcar Trust
dated March 27, 2002

ADDRESS: 915 S. Main St.

Algonquin, IL 60102

PHONE: 847-946-9137

FAX: n/a

PROPERTY INFORMATION:

General Description of Project (attach all required plans and specifications): The subject property is zoned B-1, but it has always been used as R-1. Petitioner seeks a Use Variation to permit R-1 use in perpetuity. This will enable an owner to rebuild in the event of fire or other casualty.

General Location (attach legal description): The legal description is attached.

Property ID Number (PIN): 19-33-434-003

Comprehensive Plan Designation: Retail

Zoning: Current B-1 Proposed: B-1

Use: Current R-1 Proposed: R-1

Site Area: Gross 16,819 sq. ft. Net: 16,819 sq. ft.

No. of Lots Proposed 1 No. Dwelling Units Proposed 1

DEVELOPMENT TEAM: (Include Company, Contact Person, Phone Number and Fax Number)

Developer: _____

Architect: _____

Attorney: Jerome C. Majewski, 44 N. Virginia St., Suite 2d,

Engineer: Crystal Lake, IL 60014

Landscape Architect: ph. 815-455-2393 Fx. 815-455-9259

Planner: email: majewski79law@

Surveyor: sbeglobal.net

Other: _____

SIGNATURES: As owner of the property, I hereby authorize the seeking of the above requested action. The Owner agrees to and does hereby grant to the Village permission to go upon or over any part of the Property for the purpose of taking video and pictures of the site and construction activities. This grant of permission includes authority for the Village to use a small unmanned aerial vehicle to capture images of the Property.

Signature of Owner

(Date)

Print Name of Owner

Linda G. Svejcar
Signature of Owner/Petitioner

5-13-21
(Date)

Linda G. Svejcar
Print Name of owner/Petitioner

NOTE: If the subject property is held in trust, the trust officer must sign this petition as owner. In addition, the trust officer must provide a letter, which names all beneficiaries of the trust.

List of Adjacent Property Owners

19-33-434-007
Rubi E. Sanchez
33 Jayne St.
Algonquin, IL 60102

19-33-434-002
Rubi E. Sanchez
33 Jayne St.
Algonquin, IL 60102

19-34-303-010
Michael D. Blunk &
June N. Blunk
25 Jayne St.
Algonquin, IL 60102

19-34-303-003
Jack Gifford &
Janet Williams
15 Jayne St.
Algonquin, IL 60102

19-33-434-004
Algonquin State Bank
Trust #1342
PO Box 7727
Algonquin, IL 60102

19-33-429-016
Laetus LLC
206 Scenic Dr.
Algonquin, IL 60102

19-33-429-013
Margaret M. Clesle Trust
916 S. Main St.
Algonquin, IL 60102

19-33-429-012
Margaret M. Clesle Trust
916 S. Main St.
Algonquin, IL 60102

19-33-429-011
Pedro Jauregui
902 S. Main St.
Algonquin, IL 60102

19-33-429-010
Pedro Jauregui
902 S. Main St.
Algonquin, IL 60102

EXHIBIT "A" LEGAL DESCRIPTION.

Account #: 11977723
Order Date : 07/10/2006
Reference : 07093893

Index #:
Parcel #: 1933-434-003

Name : JOHN T. SVEJCAR
LINDA SVEJCAR
Deed Ref : 2002R0033512

SITUATED IN THE COUNTY OF MCHENRY IN THE STATE OF ILLINOIS, DESCRIBED AS FOLLOWS, TO WIT:

THAT PART OF LOT 11, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF STATE ROUTE 201, THAT IS 100 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 11 AND RUNNING THENCE EAST 100 FEET TO A POINT ON THE EASTERN LINE OF SAID LOT 11 THAT IS 157.8 FEET NORTHERLY MEASURED ALONG SAID EASTERN LINE FROM THE SOUTHEAST CORNER OF SAID LOT 11; THENCE NORTHERLY ALONG SAID EASTERN LINE 100 FEET TO THE EAST LINE OF STATE ROUTE 201; THENCE SOUTHERLY ALONG SAID EAST LINE 100 FEET TO THE PLACE OF BEGINNING IN BLOCK 1 OF JAY'S SECOND ADDITION TO ALDENOVA, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1997 AS INSTRUMENT 191,718 IN BOOK 5 OF PLATS, PAGE 59 IN MCHENRY COUNTY, ILLINOIS.

Over

2

WARRANTY DEED IN TRUST

MCHEMRY COUNTY RECORDER
PHYLLIS K. WALTERS

2002R0033512

04/11/2002 10:50AM

PAGES 2

RECORDING FEE 10.00
COUNTY STAMP FEE
STATE STAMP FEE

THIS WARRANTY DEED, made this 27th day of March, 2002 by and between JOHN T. SVEJCAR and LINDA G. SVEJCAR, (MARRIED), ("Grantor"), and LINDA G. SVEJCAR, not individually, but as Trustee of LINDA G. SVEJCAR DECLARATION OF TRUST DATED MARCH 27, 2002, ("Grantee");

WITNESSETH, that in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Warrant and grant unto Grantee, in fee simple all that piece or parcel of land, together with the improvements, rights, privileges and appurtenance to the same belonging, situated in the County of McHenry in the State of Illinois, described as follows, to wit:

Grantee's address: 915 S. Main Street, Algonquin, IL 60102

That part of Lot 11, described as follows: Beginning at a point in the East line of State Route No. 31 that is 150.0 feet North of the Southwest corner of said Lot 11 and running thence East 136.7 feet to a point in the Easterly line of said Lot 11 that is 167.0 feet Northerly (measured along said Easterly line) from the Southeast corner of said Lot 11; thence Northerly along said Easterly line, 235.7 feet to the East line of State Route No. 31; thence Southerly along said East line 212.9 feet to the place of beginning, in Block 2 of Jayne's Second Addition to Algonquin, a subdivision of part of the Southwest Quarter of Section 34, Township 43 North, Range 8 East of the Third Principal Meridian, and part of the Southeast Quarter of Section 33, Township 43 North, Range 8 East of the Third Principal Meridian, according to the Plat thereof recorded April 22, 1927 as Document No. 77866 in Book 5 of Plats, page 90, in McHenry County, Illinois.

Permanent Real Estate Index Number: 19-33-434-003

Address of Property: 915 S. Main Street, Algonquin, IL 60102

TO HAVE AND TO HOLD the said premises with the appurtenances thereunto upon the trusts and for the uses and purposes herein and in said Declaration set forth.

Said Trustee shall have full power and authority:

- (a) To manage, improve, subdivide and protect said premises or any part thereof.
- (b) To dedicate any part thereof to any public use and also to vacate in whole or in part any subdivision or dedication thereof.
- (c) To mortgage or otherwise encumber, exchange, donate, sell or convey said premises or any part thereof with or without consideration, for such terms and upon such conditions as said Trustee deems best.
- (d) To lease said premises or any part thereof by leases commencing at the time of making the same as well as at a future time for any term of years, not exceeding 999 years, and subject to any terms and conditions that said Trustee deems best; also to cancel, renew, extend or modify existing leases.
- (e) To grant easements of every description, also to execute contracts and grant options to lease or purchase said premises or any part thereof.
- (f) Generally to take any action with reference to said property that said Trustee deems best, the intent being that said Trustee shall have every power and discretion over and in connection with said property that

02-021-7588

18⁰⁰

he would have if he was the absolute owner thereof, and the enumeration of specific powers herein shall not in any way control, limit or cut down the general powers herein granted.

In no case shall any person dealing with said Trustee, or dealing with any grantee, mortgagee or lessee of the Trustee, with reference to said premises be obligated to see to the application of the purchase, mortgage or rent money, or to see that the terms of this Trust have been complied with, or to inquire into the necessity or expediency of any act of said Trustee, or be privileged or obliged to inquire into any of the terms of said Declaration of Trust and the execution of any deeds, mortgages, trust deeds, leases or other instruments by said Trustee shall be conclusive evidence in favor of the grantee, mortgagee, lessee or other party thereto that said Trustee was duly authorized and empowered to execute every such instrument.

The interest of each and every beneficiary hereunder and of any and all persons claiming under them is hereby declared to be personal property and to be in the earnings, avails and proceeds arising from the disposition of the premises, the intention being to vest in said Trustee the entire legal and equitable title in fee interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds there as aforesaid.

The said Grantors hereby expressly waive and release any and all right and benefit under and by virtue of any and all statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal this 27th day of March, 2002.

[Signature]
John T. Svejcar

[Signature]
Linda G. Svejcar

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

I, Shari L. Harvey, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John T. Svejcar and Linda G. Svejcar, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and official seal, this 27th day of March, 2002

Commission expires 1-22, 2006

[Signature]
Notary Public



This instrument was prepared by:
Susan Reedy Williams
105 E. Irving Park Road
Itasca, Illinois, 60143

Exempt under provisions of Paragraph (e)
Section 31-45, Property Tax Code

March 27, 2002 Date
[Signature] Buyer, Seller or Representative

Return to:
Susan Reedy Williams
105 E. Irving Park Road
Itasca, IL 60143
MT

Send tax bill to: John T. and Linda Svejcar
915 S. Main Street, Algonquin, IL 60102

02-021-7589

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

PETITIONER'S CHECKLIST - Required Application Material

One copy of each of the following is required, unless otherwise specified. However, it is recommended that one set of this material be submitted to the Community Development Department to be reviewed for completeness before submitting the full number of required copies for departmental review.

PLEASE - NO ROLLED PLAN SETS. All large plans over 8 ½ " x 11" must be folded.

- Application Form (original signatures required)
- Review Fee - *See Fee Schedule* (Separate checks are required for review fee and escrow fee.)
- Escrow Fee - *See Fee Schedule* A COMPLETED W-9 FORM MUST ACCOMPANY ALL ESCROW FEE CHECKS.
- Reimbursement of Fees Agreement (original signatures required)
- Ownership Information (title insurance, warranty deed, etc. - if the applicant is not the owner of the property, the owner must also sign the application or written acknowledgment of the application by the owner must be submitted) *Warranty Deed in Trust attached.*
- List All Adjacent Property Owners (excluding rights-of-way) (List tax number, name, and street address)
- Annexation Plat and Petition (if applicable, see staff for further information)
- Preliminary or Final Plat of Subdivision (if applicable - ___ copies)
- Project Drawings: (full size paper plans and one pdf)
 - A. Preliminary or Final Site Plan, (___ copies), including
 1. Project data, (i.e., building area, land area, Floor Area Rates [FAR], coverage, parking calculations, etc.); and
 2. All site improvements, (i.e. sign location, sidewalks, trash enclosure, loading dock, fire lane, area lighting, parking, drainage easements, mailbox locations, etc).
 - B. Preliminary or Final Engineering (___ copies) include property in question map (showing surrounding area), stormwater calculations.
 - C. Floor Plans (___ copies)
 - D. Building Elevations (___ copies) (include all four elevations, a color rendering, and material samples)
 - E. Landscape Plan (___ copies), (indicating species, plant location, quantity, size, spacing, and easement/utility locations). A colored board will be required for the meetings.
 - F. Sign Elevations (___ copies) (include dimensions, locations, and a color rendering)

The following are required if it relates to the scope of the project (*verify with Staff*):

- | | |
|--|--|
| <input type="checkbox"/> Traffic Study (___ copies) | <input type="checkbox"/> Ecological Compliance (EcoCAT) |
| <input type="checkbox"/> Fiscal Impact & School Demographic Study (___ copies) | <input type="checkbox"/> Erosion Control Plans |
| <input type="checkbox"/> Photometric Plan (___ copies) | <input type="checkbox"/> Environmental Assessment |
| <input type="checkbox"/> Soils Report | <input type="checkbox"/> Protective Covenants |
| <input type="checkbox"/> Land Use Opinion Application (Kane County Only) | <input type="checkbox"/> Tree Preservation Plan (___ copies) |
| <input type="checkbox"/> Business Plan | |

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

Date: June 24, 2021

To: Committee of the Whole

From: Jason C. Shallcross, AICP, Community Development Director
Mike Darrow, Community Development

Re: Consideration of a Text Amendment to the Village Zoning Code to allow medical office uses permitted and hospitals a special use in the B-1 District.

Staff proposed to amend the Village Zoning Code at the June 14, 2021 Planning and Zoning Commission Meeting to allow medical offices as a permitted use and hospitals as a special use in the B-1 Business District via the following text:

F. B-1 BUSINESS DISTRICT, LIMITED RETAIL

1. **Permitted uses.** All activities, except for automobile off-street parking facilities as permitted or required in this B-1 District, Limited Retail, shall be conducted wholly in an enclosed building. The following uses are considered permitted uses in the B-1 Business District, Limited Retail:
 1. Offices: Business, [medical](#), and professional, in a one or two-story building.
~~Medical offices~~ [Hospitals](#) require a Special Use Permit.

This change would allow all non-hospital medical office uses – including dentist offices, chiropractic clinics, and more – to be considered a permitted use which would be approved through a site plan and building permit review process.

After closing the public hearing on this issue, the Planning and Zoning Commission unanimously recommended approval of the proposed amendment to the Village Board with a 6-0 vote.

VILLAGE OF ALGONQUIN – 2200 Harnish Drive, Algonquin, IL 60102



STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Jason C. Shallcross, AICP
Director of Community Development

Mike Darrow
Community Development

Date: June 2, 2021

Case Number:
PZ-06-21

Applicant: Property Owner:
Village of Algonquin

Public Hearing Date:
June 14th, 2021

Property Address/Location:
N/A

Brief Summary of Request

To meet the strategic goals and needs of the community while fostering a business-friendly environment, the Community Development Department is recommending a text amendment to the Zoning Ordinance of the Village Code that would make all non-hospital medical office uses permitted in the B-1 zoning district.

Staff Recommendation Summary

Approve

Deny

Approve with Conditions

Discussion of Staff Recommendation

Staff recommends approval of amending Chapter 21: Zoning Ordinance of the Village Code to allow medical offices as permitted uses and hospitals as a special use in the B-1 Business District. This change would allow low-impact medical offices such as a dentist office, chiropractic clinics, physical therapy, and more to be allowed through site plan and building permit approval. Rehab and other overnight medical facilities are not considered medical offices.

Staff believes that this change will not substantially change the character of any business district in the Village, that it is consistent with the long-range goals and vision of the Comprehensive Plan, and that it will allow uses to locate in major retail corridors that are complementary to existing businesses and increase the daytime population of the Village, meaning more customers will be in the Village to support local businesses. These uses currently require special use approval. If approved, it would make it easier for these desirable uses to locate in the Village.

Existing Text:

F. B-1 BUSINESS DISTRICT, LIMITED RETAIL

1. **Permitted uses.** All activities, except for automobile off-street parking facilities as permitted or required in this B-1 District, Limited Retail, shall be conducted wholly in an enclosed building. The following uses are considered permitted uses in the B-1 Business District, Limited Retail:
 - e. Offices: Business and professional, in a one or two-story building. Medical offices require a Special Use Permit.

Proposed Text:

F. B-1 BUSINESS DISTRICT, LIMITED RETAIL

1. **Permitted uses.** All activities, except for automobile off-street parking facilities as permitted or required in this B-1 District, Limited Retail, shall be conducted wholly in an enclosed building. The following uses are considered permitted uses in the B-1 Business District, Limited Retail:

1. Offices: Business, medical, and professional, in a one or two-story building. ~~Medical offices~~ Hospitals require a Special Use Permit.

The proposed amendment to the Zoning Code would be applicable to the community as a whole and are not proposed in response to an individual parcel within the Village of Algonquin. The amendments are comprehensive in nature and are intended to make it easier for medical uses to locate in the Village. The proposed changes are intended to reflect current Village objectives as outlined in the Comprehensive Plan and other accepted planning documents.

Staff Recommendation

The proposed text amendments to the zoning code are shown in the previous section. Modifications to the chapter are indicated as ~~deletions~~, additions, and relocations of existing regulations. The proposed text amendment meets all applicable standards. Based on these findings, staff recommends that the Planning and Zoning Commission make a recommendation to the Village Board to **approve** the following motion:

1. "To approve the text amendment as outlined in the staff report for case PZ-06-21 which should allow all non-hospital medical office uses by right in the B-1 Business District."

The Village Board's decision is final for this case.

Attachments:

Administrative Content

(Zoning Request Application, Responses to standards, etc...)

Plans

(Plat of Survey, Site Plan, etc.)

Other

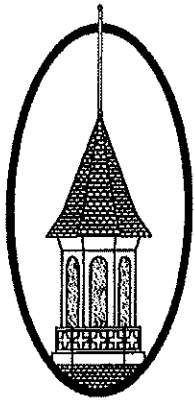
(Supplemental Information, Public Comment, etc.)

I concur:



Jason C. Shallcross, AICP

Director of Community Development



Village of Algonquin

The Gem of the Fox River Valley

Planning and Zoning Commission Minutes Regular Meeting | June 14, 2021 |

Roll Call - Establish Quorum

Chair Patrician called the meeting to order at 7:30 pm and asked for a moment of silence for Commissioner Hoferle who passed away recently and was an important and active member of the Planning and Zoning Commission.

Community Development Director Jason Shallcross called the roll to check attendance. Six of seven commissioners were present and could hear and be heard:

- Commissioner James Patrician, Chair
- Commissioner Linda Laipert
- Commissioner Andrew Neuhalfen
- Commissioner Darryl Postelnick
- Commissioner Paul Sturznickel
- Commissioner Patricia Szpekowski

Approval of Minutes

Chair Patrician asked for approval of the April 12, 2021 Planning and Zoning Commission minutes. A motion from Sturznickel and seconded by Neuhalfen to approve the minutes was made. The motion was approved on a 6-0 vote.

Public Comment

Chair Patrician asked for public comments.

Public Hearing Case No. PZ-07-21 The Linda G Svejcar Trust rezoning amendment from B-1 to R-2 Residential pursuant to the requirements of Section 19 of the Algonquin Zoning Ordinance

Jerry Majewski, Attorney for the applicant and Linda Svejcar, applicant, provided an overview on 915 North Main. They have owned the property since the 1970's and have always used the property for residential. They are seeking a zoning amendment from B-1 to R-2 Residential. Community Development Director Shallcross provided an overview of the application as well as the adjoining land uses and zoning designation. Mr. Shallcross provided an overview of existing conditions, highlighted that the house is surrounded by residential to the north, east and west and to the south is B- and indicated that staff is recommending approval.

Chair Patrician called for a public hearing to be open – No public comment and the public hearing was closed

Motion was made by Sturznickel and seconded by Laipert to approve a zoning map amendment from B-1 Business Limited Retail to R-2, One Family Dwelling District for the property located at 915 S. Main Street as outlined in the staff report for case PZ 07-21-. The motion was approved on a 6-0 vote.

Public Hearing Case Number PZ-06-21 Consideration of a Request for a Text Amendment of the Zoning Ordinance to allow medical offices as a permitted use and hospitals as a special use in the B-1 District pursuant to the requirements Algonquin Zoning Ordinance.

Community Development Director Jason Shallcross provided an overview of the text amendment and purpose. Discussion by Planning and Zoning occurred related to medical uses, dental offices and related uses. Roll call vote to establish a quorum at 7:47

Chair Patrician called for a public hearing to be open – A member of the public asked why medical uses required a special use in the first place. Discussion occurred related traffic impacts, etc.

Motion was made by Laipert and seconded by Neuhalfen to approve the text amendment which should allow all non-hospital medical office uses by right in the B-1 Business District. The Village Board's decision is final for this case. The motion was approved unanimously by a 6-0 vote.

New/Old Business

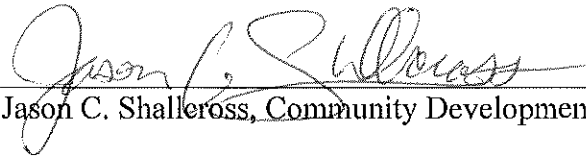
Chair Patrician asked if there was any old or new business. General questions on planning cases as well on moving meeting times to 7:00 PM beginning at the next Planning and Zoning meeting. The next meeting and future meets will begin at 7:00 PM.

Adjournment

Commissioner Patrician asked for a motion to adjourn. Meeting was adjourned at 8:03 pm.

No public comments were received.

Minutes submitted by:



Jason C. Shalleross, Community Development Director



**VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT**

– M E M O R A N D U M –

Date: June 24, 2021

To: Committee of the Whole

From: Jason C. Shallcross, AICP, Community Development Director
Mike Darrow, Community Development

Re: Consideration of text amendment of Section 30.09 of the Village's Landscaping Code

Community Development staff are proposing the following amendment to Section 30.09 of the Village's Landscaping Code. The Village Code currently allows those with dead, dying, or diseased plant materials up to three months to replace these materials. The proposed change shortens that timeframe considerably and requires that dead, dying, or diseased plant materials must be replaced within 30 days or no later than June 1st if identified between November and April.

Below is the existing language followed by the recommendation from staff.

30.09 ENFORCEMENT

A. The requirements of this Chapter shall be deemed a minimum standard and shall be enforced by the Village.

B. Compliance of all landscape plantings with the approved landscape plan shall be confirmed by site inspection by the Village. A Certificate of Occupancy shall not be issued prior to satisfactory completion of the landscape plan installation. In the event installation cannot be completed prior to occupancy, due to seasonal considerations, etc., a deposit of 125 percent of the cost of specified landscape materials remaining to be installed or replaced (including labor costs) shall be held by the Village. The developer shall be responsible for the plant material 15 months after installation. ~~Dead, dying or diseased plant materials shall be replaced within 3 months. Replacements shall be of "like kind," including caliper, according to the approved plan.~~

Amended

30.09 ENFORCEMENT

A. The requirements of this Chapter shall be deemed a minimum standard and shall be enforced by the Village.

B. Compliance of all landscape plantings with the approved landscape plan shall be confirmed by site inspection by the Village. A Certificate of Occupancy shall not be issued prior to satisfactory completion of the landscape plan installation. In the event installation cannot be completed prior to occupancy, due to seasonal considerations, etc., a deposit of 125 percent of the cost of specified landscape materials remaining to be installed or replaced (including labor costs) shall be held by the Village. The developer shall be responsible for the plant material 15 months after installation. **Dead, dying or diseased plant materials shall be replaced within 30 days or no later than June 1st if identified between the months of November and April.**

If amenable by the Committee of the Whole on July 13, 2021, staff will provide a formal ordinance amendment for Village Board approval on July 20, 2021.

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

KELLY A. CAHILL
kcahill@zrfmlaw.com

(815) 459-2050
Facsimile (815) 459-9057
www.zrfmlaw.com

MEMORANDUM

To: President and Village Board

From: Kelly A. Cahill, Village Attorney 

Date: June 29, 2021

RE: Update to Subdivision Code

There has been some confusion regarding when the Village should require a Bond/LOC for certain developments. The code contained language in section 22.08 indicating that the developer's bond was to include both public improvements and private improvements. In actuality, we should not be requiring a Bond/LOC for private improvements, i.e. any improvement that is not being turned over to and accepted by the Village. We have no idea why that language was added to the subdivision code. But, if a developer does not follow through on their private improvements, we would not pull their bond, go onto private property, and complete their private building, sidewalk, parking lot, etc.

Thus, I recommend that we clean up the language in the subdivision code to remove references to bonding for private improvements to eliminate any confusion in the future. An ordinance cleaning up that language is attached for your consideration.

ORDINANCE NO. 2021 - O - _____

*An Ordinance Amending Various Sections of Chapter 22,
Subdivision Regulations, of the Algonquin Municipal Code*

WHEREAS, the Village of Algonquin, McHenry and Kane counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

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

SECTION 1: Paragraphs (c) and (e) of Section 22.08-C1, Guarantee Public Improvements, of Section 22.08 of the Algonquin Municipal Code shall be amended to read as follows:

- c. Engineer's estimated cost of public ~~and private~~ improvements shall be prepared by the subdivider/developer's engineer and submitted to the Village Engineer for approval not less than 30 days prior to a request for execution of a plat by the Village. The Village Engineer shall estimate and certify to the Village Board the amount of security, which shall be a minimum of 120 percent of the reasonably estimated cost of the public ~~and private~~ improvements plus such additional amount as may be required. The Village Board shall approve the required security.
- e. After final plat approval, a construction inspection escrow account shall be established with the Village. The escrow sum shall be 3 percent of the Village Engineer's estimated cost of public ~~and private~~ improvements. This deposit shall be made prior to the execution and recording of the final plat of subdivision.

SECTION 2: Paragraphs 4 and 5 of Section 22.08-C, Guarantee of Completion, Payment and Construction, of Section 22.08 of the Algonquin Municipal Code shall be amended to read as follows:

- 4. Expiration of Letter of Credit: Upon receipt of the notice of expiration of any letter of credit to the Treasurer, the Village Engineer shall issue a written status report to the Treasurer indicating which, if any, of the public improvements are not complete, and either recommend the construction security be (a) extended, and if extended, whether the amount of the construction security must be increased to cover the incomplete work, or (b) collected such (1) that the cash deposit be forfeited, (2) the letter of credit be drawn upon, or (3) claim to be made on the bond to cover the estimated cost of the incomplete work plus a sum equal to 20 percent of the original Engineer's estimated cost of public ~~and private~~ improvements to satisfy the subdivider/developer's maintenance security obligation. In the event the subdivider/developer fails to renew and/or extend the letter of credit as

requested, the Treasurer shall draw the entire amount available under such letter of credit or make a claim on the performance bond/labor and material payment bond before the time limits for filing suit on said bond. The Treasurer shall maintain the proceeds of any forfeited cash deposit drawn on a letter of credit or monies paid by a surety bond company in a separate fund to be used solely for payment of the cost of completion of the public improvements for that subdivision/planned development, including engineering fees and any legal expenses incurred in the forfeiture of the letter of credit or bond.

5. Cost Estimate: If an Engineer's estimated cost of public ~~and private~~ improvements is more than one year old at the time the plat is recorded, a revised estimate of cost shall be provided and reviewed and approved by the Village Engineer at the subdivider/developer's expense.

SECTION 3: Paragraph I, Guarantee for Maintenance of Public Improvements, of Section 22.08 of the Algonquin Municipal Code shall be amended to read as follows:

- I. Guarantee for Maintenance of Public Improvements: The subdivider/developer shall post adequate security to guarantee the maintenance of the public improvements and every component part of the public improvements in an acceptable condition for the maintenance period as defined in Section 22.08-J herein and to guarantee payment for all maintenance work. To guarantee that the public improvements will be maintained during the maintenance period and to guarantee payments for all labor and/or material during the maintenance period, the subdivider/developer shall file with the Clerk one of the following forms of guarantee of maintenance in an amount equal to 20 percent of the Engineer's estimated cost of public ~~and private~~ improvements as approved by the Village Engineer.

SECTION 4: The following checklist item in Appendix E, Checklist for Site Plan and Development Permit, of Chapter 22, Subdivision Regulations, of the Algonquin Municipal Code shall be amended to read as follows:

- Engineer's Estimated Cost of Public ~~and Private~~ Improvements—must be reviewed and approved by the Village Engineer

SECTION 5: The first paragraph of Appendix F, Performance and Payment Bond Form, in Chapter 22, Subdivision Regulations, of the Algonquin Municipal Code is amended to read as follows:

KNOW ALL PERSONS BY THESE PRESENTS, that we _____ (name and address of the Applicant) as Principal ("Principal") and _____ (name and address of Surety) as Surety ("Surety") are held and firmly bound unto the Village of Algonquin, McHenry and Kane Counties, Illinois, ("Village") as Obligee in the amount of _____ US Dollars (\$ _____) (Insert an amount

equal to 120% of the Engineer's Estimated Cost of non-stormwater Public and Private Improvements and 110% of the Engineer's Estimated Cost of Public and Private Stormwater Improvements) for the payment of which the Principal and the Surety jointly and severally bind themselves and their respective heirs, successors, assigns and legal representatives firmly by these Presents.

SECTION 6: The first paragraph of Appendix F, Maintenance Bond Form, in Chapter 22, Subdivision Regulations, of the Algonquin Municipal Code is amended to read as follows:

KNOW ALL PERSONS BY THESE PRESENTS, that we _____ (name and address of the Subdivider/Developer) as Principal ("Principal") and _____ (name and address of Surety) as Surety ("Surety") are held and firmly bound unto the Village of Algonquin, McHenry County and Kane County, Illinois, ("Village") as Obligee in the amount of _____ U.S. Dollars (\$ _____) (Insert amount of bond equal to 20% of the Engineer's Estimated Cost of Public ~~and Private~~ Improvements) for the payment whereof the Principal and the Surety jointly and severally bind themselves and their representative heirs, successors, assigns and legal representatives firmly by these Presents.

SECTION 7: Paragraph C of Appendix G, Public Improvements Completion Agreement, in Chapter 22, Subdivision Regulations, of the Algonquin Municipal Code is amended to read as follows:

C. The Subdivider/Developer has submitted to the Village, for its approval, the engineering plans and specifications for the public improvements, including, but not limited to, the water distribution system, sanitary sewer system, storm sewer system, site grading, landscaping and planting, street system, sidewalks, bicycle paths, street lights, natural area restoration and natural landscaping ("Public Improvements") for the Subdivision/Final Plan prepared by _____ dated _____ last revised _____ ("Plans") and the Village has approved the Plans. Also submitted and approved is the Engineer's Estimated Cost of Public ~~and Private~~ Improvements dated _____.

SECTION 8: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 9: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 10: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

Village President Debby Sosine

ATTEST: _____
Village Clerk Maggie Auger

Passed: _____

Approved: _____

Published: _____

Prepared:
Kelly A. Cahill
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

Date: June 24, 2021

To: Committee of the Whole

From: Jason C. Shallcross, AICP, Community Development Director

Re: Consideration a resolution authorizing a tax increment financing (TIF) feasibility study concerning the redevelopment area at the southwest corner of Longmeadow Parkway and Randall Road.

The Village received a development proposal from NorthPoint Development to create more than 1.6 million square foot industrial/flex corporate campus with naturalized detention areas, walking paths, and an internal road network at the southwest corner of Longmeadow Parkway and Randall Roads. The Redevelopment Project Area is subject to substantial stormwater and public improvement costs due to its location and unique site context.

To that end, the Subject Property is surrounded on three sides by county roads- Longmeadow Parkway to the north, Randall Road to the east, and Huntley Road to the west. These roadways are raised so as to not experience flooding during major rain events. As such, rainwater is regularly trapped on site, causing it to flood. Vacant sites subject to chronic flooding are eligible for TIF consideration per section 65 ILCS 5/11-74.4-3(A3.C). This resolution would authorize the Village to retain Johnson Research Group, Inc. to commence a Feasibility Study for the proposed Redevelopment Project Area to verify the area's TIF eligibility. The proposed project represents more than \$120 million in private investment.

RESOLUTION 2021-R-

**A RESOLUTION AUTHORIZING A FEASIBILITY STUDY
CONCERNING THE REDEVELOPMENT OF CERTAIN PROPERTY TO BE
LOCATED WITHIN THE VILLAGE OF ALGONQUIN, ILLINOIS**

WHEREAS, the Village of Algonquin, McHenry and Kane Counties, Illinois (the “Village”), is a duly organized and existing home rule municipality created under the provisions of the laws of the State of Illinois; and

WHEREAS, the Village is authorized to take certain actions pertaining to redevelopment activities; and

WHEREAS, the Village President and Board of Trustees (the “Corporate Authorities”) find and hereby declare that it is in the best interests of the Village that certain property generally described in Exhibit A attached hereto (the “Proposed Redevelopment Project Area”) be revitalized and redeveloped; and

WHEREAS, the Proposed Redevelopment Project Area has not been subject to maximum growth and development through investment by private enterprise and it is not reasonably anticipated to continue to produce property taxes of the same level as it previously had without certain public assistance by the Village; and

WHEREAS, the Corporate Authority is considering designating the Proposed Redevelopment Project Area as a “Redevelopment Project Area” or “TIF District” as contemplated by 65 ILCS 5/11-74.4-1 et seq. (the “TIF Act”); and

WHEREAS, the Corporate Authorities agree that it is necessary to conduct a feasibility study as contemplated by the TIF Act (the “Feasibility Study”) regarding the Proposed Redevelopment Project Area; and

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, MCHENRY AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION ONE: The foregoing recitals shall be and are hereby incorporated in this Section One as if said recitals were fully set forth herein.

SECTION TWO: The Corporate Authorities will consider the use of various programs including, but not limited to, Tax Increment Allocation Financing pursuant to the TIF Act concerning the Proposed Redevelopment Project Area and may take such actions as they deem appropriate and necessary to induce quality development of the Proposed Redevelopment Project Area and, within their sole discretion, adopt such program(s) deemed necessary and desirable to implement the same.

SECTION THREE: Johnson Research Group, Inc. is hereby authorized and directed to commence a Feasibility Study of the Proposed Redevelopment Project Area.

SECTION FOUR: The Village shall immediately transmit a copy of this Resolution to all taxing districts that would be affected by designation of the proposed Redevelopment Project Area as a Redevelopment Project Area or TIF District.

SECTION FIVE: The Community Development Director, whose address is Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois 60102-5995, and whose phone number is 847- 658-2700, may be contacted for additional information about the Proposed Redevelopment Project Area. The Community Development Director shall also receive all comments and suggestions regarding the Proposed Redevelopment Project Area to be studied.

SECTION SIX: If any section, paragraph, clause or provisions of this Resolution shall be invalid, said invalidity shall not affect any other provision of this Resolution.

SECTION SEVEN: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law. The Village Clerk is directed to publish this Resolution in pamphlet form.

DATED this ___rd day of July 2021

(SEAL)

Debby Sosine, Village President

ATTEST:

Maggie Auger, Village Clerk

EXHIBIT A

PROPOSED REDEVELOPMENT PROJECT AREA DESCRIPTION

The RPA is generally bounded on the east by Randall Road, on the north by Longmeadow Parkway, on the west by Huntley Road and on the south by the westerly extension of Grandview Drive. (map attached).



EXHIBIT B

Overview of TIF

The Purposes of the Proposed Redevelopment Plan and Project:

The Village recognizes the need for implementation of a strategy to revitalize properties within the boundaries of the Proposed Redevelopment Project Area and to stimulate and enhance private development. Business attraction and expansion are key components of the strategy. The needed private investment will be possible only if Tax Increment Financing (TIF) is adopted pursuant to the terms in the Tax Increment Allocation Redevelopment Act, Illinois Compiled Statutes, Chapter 65, Section 5/11-74.4-1 et seq. (the “TIF Act”), as amended. Incremental property tax revenue generated by the development will play a decisive role in encouraging private development. The Proposed Redevelopment Project Area contains conditions that may have precluded intensive private investment in the past which will be eliminated. Ultimately, the implementation of the Redevelopment Plan and Project will benefit the Village and all the taxing districts, which encompass the Proposed Redevelopment Project Area in the form of a significantly expanded tax base.

An Overview of TIF

TIF allows municipalities to carry out redevelopment activities on a local basis. The technique is used to pay for the public improvements and other services needed to prepare the Redevelopment Project Area for private investment. Through TIF, a community captures the increase in local real estate taxes which result from the Redevelopment Project Areas. This increase in taxes may be used to pay for the public improvements and other eligible costs as defined by the TIF Act involved in the project.

Under TIF, the current equalized assessed valuation of all taxable real estate within the designated area is “frozen” at that level. This is the base EAV. After designation, taxes continue to be levied on the base EAV in the Redevelopment Project Area in the same manner, including the County, school districts, township, etc. However, the growth in property tax revenues as a result of the private investment in the Redevelopment Project Area (the tax increment) is put into a special “tax allocation fund”. These funds are then used to pay for the public investment made in the Redevelopment Project Area.



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

Date: June 24, 2021

To: Committee of the Whole

From: Jason C. Shallcross, AICP, Community Development Director

Re: Consideration an ordinance authorizing the establishment of interested parties' registries and adopting rules for such registries for redevelopment project areas in the Village of Algonquin.

The Village is considering the designation of a "redevelopment project area or areas," as defined in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et. seq.* (the "Act"). Pursuant to the provisions of the Act, the Village is required to establish certain interested parties' registries and adopt rules for such registries.

If approved, the Village Clerk or her designee would be authorized and directed to create a Registry in accordance with Section 11-74.4-4.2 of the Act for the Redevelopment Project Area and rules attached hereafter would govern the Registry. The Village's Corporate Authority may amend the Rules from time to time as may be necessary or desirable to comply with and carry out the purposes intended by the Act.

Once created, interested persons may register with the Village in order to receive information of the proposed designation of the redevelopment project area.

ORDINANCE NO.2021-O-

AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF INTERESTED PARTIES' REGISTRIES AND ADOPTING RULES FOR SUCH REGISTRIES FOR REDEVELOPMENT PROJECT AREAS IN THE VILLAGE OF ALGONQUIN

WHEREAS, the Village of Algonquin, McHenry and Kane Counties, Illinois (the "Village"), is considering the designation of a "redevelopment project area or areas," as defined in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et. seq.* (the "Act"), pursuant to the provisions of the Act;

WHEREAS, pursuant to Section 11-74.4-4.2 of the Act, the Village is required to establish certain interested parties' registries (individually, a "Registry" and collectively, the "Registries") and adopt registration rules for such Registries;

WHEREAS, the Village desires to adopt this ordinance in order to comply with such requirements of the Act;

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

SECTION 1: The statements set forth in the preamble to this Ordinance are found to be true and correct and are adopted as part of this Ordinance.

SECTION 2: The Village Clerk or her designee is hereby authorized and directed to create a Registry in accordance with Section 11-74.4-4.2 of the Act for each Redevelopment Project Area created under the Act and not terminated by the Village, created after the date of the adoption of this Ordinance.

SECTION 3: In accordance with Section 11-74.4-4.2 of the Act, the Village hereby adopts the registration rules attached hereto as Exhibit A and incorporated herein by reference (the "Rules") as the Rules for each Registry. The Village's Corporate Authorities may amend such Rules from time to time as may be necessary or desirable to comply with and carry out the purposes intended by the Act.

SECTION 4: The Village Clerk or his/her designee is hereby authorized and directed to cause the publication of the notice that interested persons may register with the Village in order to receive information of the proposed designation of the redevelopment project area (the "Notice"), said Notice being substantially in the form attached hereto as Exhibit B and incorporated herein by reference, in a newspaper of general circulation within the Village.

SECTION 5: All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and approval, as provided by law. If any provision of this Ordinance is held to be invalid by a court of competent jurisdiction that provision shall be stricken from this Ordinance and the remainder of this Ordinance shall continue in full force and effect to the extent possible.

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

(SEAL)

Village President Debby Sosine

ATTEST: _____
Village Clerk Maggie Auger

Passed:

Approved:

Published:

EXHIBIT A

VILLAGE OF ALGONQUIN INTERESTED PARTIES REGISTRY REGISTRATION RULES

- A. Definitions. As used in these Registration Rules, the following terms shall have the definitions set forth below.

“Act” shall mean the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended from time to time.

“Clerk” shall mean the Clerk of the Village.

“Interested Party(ies)” shall mean any individual or organization or entity registered in a specific Registry who has registered in such Registry and whose registration has not been terminated in accordance with these Registration Rules.

“Redevelopment Project Area” shall mean a Redevelopment Project Area that (a) is intended to qualify as a “Redevelopment Project Area” under the Act and (b) is subject to the “Interested Parties” Registry requirements of the Act.

“Registration Form” shall mean the form appended to these Registration Rules or such revised form as may be approved by the Village consistent with the requirements of the Act.

“Registry” or “Registries” shall mean each Interested Party’s Registry, and all such Registries collectively, established by the Village pursuant to Section 11-74.4-4.2 of the Act for any and all Redevelopment Project Areas in the Village.

“Village” shall mean Village of Algonquin, McHenry and Kane Counties, Illinois.

- B. Establishment of Registry. The Village shall establish a separate Interested Parties’ Registry for the Redevelopment Project Area, whether existing as of the date of the adoption of these Rules or hereafter established. The Village shall establish a new Registry whenever it has identified an area for study and possible designation as a Redevelopment Project Area. In any event the process of establishing the new Registry must be completed prior to the deadline for sending any of the notices required by Section (J) of these Rules or any other notices required by the Act with respect to the proposed Redevelopment Project Area.
- C. Maintenance of Registry. The Registry shall be maintained by the Clerk or his or her designee. In the event the Village determines that an individual other than the Clerk should maintain the Registry, the Village may transfer the responsibility for maintaining the Registry to such other Department provided that the Village (i) gives prior written notice to all Interested Parties not less than thirty (30) days prior to such transfer and (ii) published notice of such transfer in a newspaper of general circulation in the Village.

- D. Registration by Residents. An individual seeking to register as an Interested Person with respect to a Redevelopment Project Area must complete and submit a Registration Form to the Clerk.
- E. Registration by Organizations. An organization seeking to register as an Interested Person with respect to a Redevelopment Project Area must complete and submit a Registration Form to the Clerk.
- F. Determination of Eligibility. All individuals and organizations whose Registration Form and supporting documentation comply with these Registration Rules shall be registered in the Registry within 10 business days after the Clerk's receipt of all such documents. The Clerk shall provide written notice to the Interested Party confirming such registration. Upon registration, Interested Parties shall be entitled to receive all notices and documents required to be delivered under these Rules, or as otherwise required under the Act, with respect to the applicable Redevelopment Project Area. If the Clerk determines that a Interested Party's Registration Form and/or supporting documentation is incomplete or does not comply with these Registration Rules, the Clerk shall give written notice to the Interested Party specifying the defect(s), and the Interested Party shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation. Any such resubmission should be filed within 30 days of the date the Clerk has issued written notice to the Interested Party that the Registration form is incomplete or does not comply with Registration Rules.
- G. Renewal and Termination. An Interested Party's registration shall remain effective for a period of three years. At any time after such three-year period, the Clerk may provide written notice by regular mail to the Interested Party stating that such registration shall terminate unless the Interested Party renews such registration with 30 days after the Clerk's mailing of written notice. To renew such registration, the Interested Party shall, within such 30-day period, complete and submit the same Registration Form then required of initial registrant's operations in the Village. The registration of all individuals and organizations whose Registration Form is submitted in a timely manner and complies with these Regulation Rules shall be renewed for an additional consecutive three-year period. If the Clerk determines that a registrant's renewal Registration Form is incomplete or does not comply with these Registration Rules, the Clerk shall give written notice to the registrant specifying the defect(s) at the address specified in the renewal Registration Form submitted by such registrant. The registrant shall be entitled to correct any defects and resubmit a new Registration Form within 30 days after receipt of the Clerk's notice. If all defects are not corrected within 30 days after the Interested Party's receipt of the Clerk's notice, the Interested Party's registration shall be terminated. Any Interested Party whose registration is terminated shall be entitled to register again as if a first-time registrant.
- H. Amendment to Registration. An Interested Party may amend its registration by giving written notice to the Clerk by certified mail of any of the following: (i) change in address for notice purposes: (ii) in the case of organizations, a change in the name of the contact

person; and (iii) a termination of registration. Upon receipt of such notice, the Clerk shall revise the applicable Registry accordingly.

- I. Registries Available for Public Inspection. Each Registry shall be available for public inspection during normal business hours. The Registry shall include the name, address and telephone number of each Interested Party and, for organizations, the name and phone number of a designated contact person.
- J. Notices to be Sent to Interested Parties. Interested Parties shall be sent the following notices and any other notices required under the Act with respect to the applicable Redevelopment Project Area:
 - (i) pursuant to sub-section 11-74.4-5(a) of the Act, notice of the availability of a proposed redevelopment plan and eligibility report, including how to obtain this information; such notice shall be sent by mail within a reasonable period of time after the adoption of the ordinance or resolution fixing the public hearing for the proposed redevelopment plan;
 - (ii) pursuant to sub-section 11-74.4-5(a) of the Act, notice of changes to proposed redevelopment plans that do not (1) add additional parcels of property to the proposed Redevelopment Project Area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of or extend the life of the redevelopment project, or (4) increase the number of inhabited residential units to be displaced from the Redevelopment Project Area, as measured from the time of creation of the Redevelopment Project Area, to a total of more than 10; such notice shall be sent by mail not later than 10 days following the Village's adoption by ordinance of such changes.
 - (iii) Pursuant to Section 11-74.4-5(c) of the Act, notice of amendments to previously approved redevelopment plans that do not: (1) add additional parcels of property to the redevelopment project area, (2) substantially affect the general land uses in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than 5 percent after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project, to a total of more than 10; such notice will be sent by mail not later than 10 days following the Village's adoption by ordinance of such amendment;
 - (iv) pursuant to sub-section 11-74.4-5(d)(9) of the Act, for redevelopment plans or projects that would result in the displacement of residents from 10 or more inhabited residential units or that contain 75 or more inhabited residential units, notice of the availability of the annual report described by sub-section 74.4-5(d) of

the Act, including how to obtain the annual report; such notice shall be sent by mail within a reasonable period of time after completion of the certified audit report.

- (v) Pursuant to sub-section 11-74.4-6(e) of the Act, notice of the preliminary public meeting required under the Act for a proposed Redevelopment Project Area that will result in the displacement of residents from 10 or more inhabited residential units or which will contain 75 or more inhabited residential units; such notice shall be sent by certified mail not less than 15 days before the date of such preliminary public meeting.

- K. Non-Interference. These Registration Rules shall not be used to prohibit or otherwise interfere with the ability of eligible organizations and individuals to register for receipt of information to which they are entitled under the Act.

- L. Amendment of Registration Rules. These Registration Rules may be amended by the Village subject to and consistent with the requirements of the Act.

INTERESTED PARTIES' REGISTRATION FORM

Registration for Individuals: If you would like to register on the Interested Parties' Registry for a Redevelopment Project Areas (TIFs) in the Village of Algonquin, please complete Part A of this form, sign and date the form, and submit to the Village Clerk at the address indicated below.

Registration for Organization: If you would like to register on the Interested Parties' Registry for a Redevelopment Project Areas (TIFs) in the Village of Algonquin, please complete Part B of this form, sign and date the form, and submit to the Village Clerk at the address indicated below.

PART A: REGISTRATION FOR INDIVIDUALS (Please Print)

Name _____

Street Address _____

Village _____ State _____ Zip Code _____

Telephone (____) _____ Fax (____) _____

E-Mail Address _____

Please check the TIF(s) you are interested in below:

() Proposed Longmeadow and Randall TIF () All future TIFs

Signature _____ Date _____

PART B: REGISTRATION FOR ORGANIZATIONS (Please Print)

Organization Name _____

Contact Name _____

Street Address _____

Village _____ State _____ Zip Code _____

Telephone (____) _____ Fax (____) _____

E-Mail Address _____

Please check the TIF(s) you are interested in below:

() Longmeadow and Randall TIF TIF
() All future TIFs

Please return this form to: TIF Interested Parties' Registry
Village Clerk's Office
Village of Algonquin
2200 Harnish Drive
Algonquin, Illinois 60102-5995

Signature/Title _____ Date _____

EXHIBIT B

NOTICE – VILLAGE OF ALGONQUIN TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREAS REGISTRATION FOR INTERESTED PARTIES' REGISTRY

Pursuant to Section 11-74.4-2 of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (the “Act”), the Village of Algonquin (the “Village”) is required to establish an interested parties’ registry (“Registry” or “Registries”) for each “Redevelopment Project Area” created pursuant to the Act, whether existing as of the date of this Notice or hereafter established. On _____, 2021, the Village adopted an ordinance authorizing the establishment of Registries by the Village Clerk (the “Clerk”) and adopting Registration Rules for such Registries. The purpose of this Notice is to inform Interested Parties of the Registries and Registration Rules for the Registries and to invite Interested Parties (as defined below) to register in the Registry for a Redevelopment Project Area in the Village.

Any individual or organization requiring information pertaining to activities within a proposed or existing Redevelopment Project Area in the Village (an “Interested Party”) is entitled to register in the Registry for a proposed or existing Redevelopment Project Area as described below. Organizations include, but are not limited to, businesses, business organizations, civic groups, not-for-profit corporations and community organizations.

An individual or an organization seeking to register as an Interested Party with respect to a Redevelopment Project Area must also complete and submit a Registration Form to the Clerk.

An Interested Parties’ Registry is being established for the following Redevelopment Project Areas, which the Village is considering designating:

Proposed Longmeadow and Randall TIF

All individuals and organizations whose Registration Forms comply with the Registration Rules and are submitted, either in person or by mail, to the office of the Village Clerk, Ganek Municipal Center, 2200 Harnish Drive, Algonquin, Illinois 60102, will be registered in the applicable Registry within 10 business days after the Clerk’s receipt of all such documents. The Clerk will provide written notice to the registrant confirming such registration. Upon registration, Interested Parties will be entitled to receive all notices and documents required to be delivered under the Act with respect to the applicable Redevelopment Project Area. If the Clerk determines that a registrant’s Registration Form is incomplete or does not comply with the Registration Rules adopted by the Village, the Clerk will give written notice to the registrant specifying the defects. The registrant will be entitled to correct any defects and resubmit a new Registration Form and supporting documentation. An Interested Party’s registration will remain effective for a period of three years. Rules for the renewal or amendment of an Interested Party’s registration are included with the Registration Form that may be obtained as described herein.

Such Registry will be available for public inspection at the office of the Clerk during normal business hours. The Registry will include the name, address and telephone number of each Interested Party, or organizations, and the name and phone number of a designated contact person.

Interested Parties will be sent the following notices and any other notices required under the Act with respect to the applicable Redevelopment Project Area:

- (i) pursuant to sub-section 11-74.4-5(a) of the Act, notice of the availability of a proposed redevelopment plan and eligibility report, including how to obtain this information; such notice shall be sent by mail within a reasonable period of time after the adoption of the ordinance fixing the public hearing for the proposed redevelopment plan;
- (ii) pursuant to sub-section 11-74.4-5(a) of the Act, notice of changes to proposed redevelopment plans that do not (1) add additional parcels of property to the proposed Redevelopment Project Area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of or extend the life of the redevelopment project, or (4) increase the number of inhabited residential units to be displaced from the Redevelopment Project Area, as measured from the time of creation of the Redevelopment Project Area, to a total of more than 10; such notice shall be sent by mail not later than 10 days following the Village's adoption by ordinance or resolution of such changes.
- (iii) Pursuant to Section 11-74.4-5(c) of the Act, notice of amendments to previously approved redevelopment plans that do not (1) add additional parcels of property to the redevelopment project area, (2) substantially affect the general land uses in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than 5 percent after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project, to a total of more than 10; such notice will be sent by mail not later than 10 days following the Village's adoption by ordinance of such amendment;
- (iv) pursuant to sub-section 11-74.4-5(d)(9) of the Act, for redevelopment plans or projects that would result in the displacement of residents from 10 or more inhabited residential units or that contain 75 or more inhabited residential units, notice of the availability of the annual report described by sub-section 74.4-5(d) of the Act, including how to obtain the annual report; such notice shall be sent by mail within a reasonable period of time after completion of the certified audit report.
- (v) Pursuant to sub-section 11-74.4-6(e) of the Act, notice of the preliminary public meeting required under the Act for a proposed Redevelopment Project Area that

will result in the displacement of residents from 10 or more inhabited residential units or which will contain 75 or more inhabited residential units; such notice shall be sent by certified mail not less than 15 days before the date of such preliminary public meeting.

Registration Forms may be picked upon at the office of the Village Clerk, Village of Algonquin, 2200 Harnish Drive, Algonquin, Illinois 60102-5995, and may be obtained by Interested Parties or by their representatives. Registration Forms will not be mailed or faxed. If you require additional information, please call the office of the Village Clerk at 847-658-2700

STATE OF ILLINOIS)
) SS.
COUNTIES OF MCHENRY AND KANE)

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Algonquin, McHenry and Kane Counties, Illinois (the “Village”), and as such, I am the keeper of the records and files of the Village and of the Village’s President and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of the Village of Algonquin Ordinance No. _____, entitled:

AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF INTERESTED PARTIES’ REGISTRIES AND ADOPTING RULES FOR SUCH REGISTRIES FOR REDEVELOPMENT PROJECT AREAS IN THE VILLAGE OF ALGONQUIN

This Ordinance was passed and approved by the Village’s President and Board of Trustees on _____, 2021. A true, correct and complete copy of this Ordinance was published in pamphlet form on _____, 2021.

Given under my hand and official seal at the Village of Algonquin, McHenry and Kane Counties, Illinois, this _____ day of _____ 2021.

Village Clerk

(SEAL)



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

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

DATE: June 28, 2021

TO: Committee of the Whole – July 13, 2021

FROM: Bob Mitchard, Public Works Director

SUBJECT: *Woods Creek Pump Station Improvements – Construction Engineering Services*

Background:

When the Trails of Woods Creek Project was in the review process prior to approval, the Village had hired Trotter & Associates, Inc. (TAI) to evaluate the existing Woods Creek Pump Station. The proposed subdivision is tributary to this sewage pump station so it was imperative to determine the pump station had the capacity with the additional wastewater flow being added.

TAI completed the Pump Station evaluation and determined improvements were needed to the Pump Station in order to accommodate the additional wastewater flow. The improvements that were determined to be made were:

- Replace the 3 sewage pumps and variable frequency drives
- Replace existing grinder system
- Replace forcemain flow meter
- Relocate water meter and backflow preventer
- Install a forcemain check valve and valve vault
- Replace bypass valve and vault access cover

TAI prepared plans and specifications to address the needed improvements.
The project was bid on May 5, 2021.

Discussion:

In order to insure the integrity of the construction, the Village needs to hire an engineering consultant to review material submittals and prepared the necessary plans and specifications. TAI is the firm most familiar with the project and it is the Public Works staff recommendation to enter into a contract with TAI for the Phase 3 Construction Engineering Services in the amount of \$37,600.

Funds for the work and engineering services were provided by Pulte Homes, Inc. as a condition of the approved Development Agreement. \$459,855 was paid by Pulte Homes and placed in the Water & Sewer Improvement Fund.

Recommendation:

Thus, it is staff's recommendation that the Committee of the Whole recommend to the Village Board approval of the TAI Construction Services Agreement in the NTE amount of \$37,600.



April 30, 2021

Mr. Robert Mitchard II
Village of Algonquin
110 Meyer Drive
Algonquin, Illinois 60102

Re: Village of Algonquin
Woods Creek Lift Station Upgrades – Construction Engineering Services
Professional Services Agreement

Dear Mr. Mitchard:

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

Sincerely,

TROTTER & ASSOCIATES, INC.

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

Robert Scott Trotter, P.E., BCEE
President



April 30, 2021

Mr. Robert Mitchard II
Village of Algonquin
110 Meyer Drive
Algonquin, Illinois 60102

**Re: Village of Algonquin
Woods Creek Lift Station Upgrades – Construction Engineering Services**
Professional Services Letter Agreement and Exhibits

Dear Mr. Mitchard,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to Village of Algonquin (CLIENT) for the Woods Creek Lift Station Upgrades – Construction Services (hereinafter referred to as the “PROJECT”).

Project Understanding

A Lift Station Upgrades Assessment for Future Development completed in April 2020 by Trotter and Associates concluded that there are deficiencies at the lift station that must be addressed in order to properly serve the existing service area and the Trails of Woods Creek development, including pumping capacity, grinder capacity, and improvements to the force main bypass.

The Village of Algonquin is currently pursuing construction services for the upgrades at Woods Creek Lift Station to address the deficiencies identified in the Lift Station Assessment. TAI provided the design for the Woods Creek Lift Station Upgrades.

The Woods Creek Lift Station Upgrades scope of the project is as follows:

1. Replace existing sewage pumps and variable frequency drives.
2. Replace existing grinder system.
3. Replace force main flow meter.
4. Relocate water meter and backflow preventer.
5. Install force main check valve and valve vault.
6. Replace bypass valve vault cover and valves.

Scope of Services

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

Construction Phase

1. Consult with the Village and act as the Village’s representative during the execution of construction
2. Provide field engineering services (resident project representative) during the construction of the project. From the contract documents all work shall be sustainably complete within 180 calendar days and final completion within 210 days.

3. Participate in the Pre-Construction Conference prior to commencement of Work at the Site.
4. As appropriate, establish baselines and benchmarks for locating the work, which in the Engineer's judgment are necessary to enable Contractor to proceed.
5. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of work.
6. Recommend to the Village the Contractor's work be disapproved and rejected while it is in progress.
7. Issue necessary clarification and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work.
8. Review and Recommend Payment Application, Change Orders, and Work Change Directives as required.
9. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only to conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
10. Evaluate and determine the acceptability of substitute "or-equal" materials and equipment proposed by the Contractor.
11. Require such special inspections or tests of Contractor's work as deemed reasonably necessary and receive and review all certifications of inspections, tests, and approvals required by Law and Regulations or the Contract Documents
12. Contractor's Completion Documents
 - a. Receive and review maintenance and operating instructions, schedules, warranties, and guaranties
 - b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certification of inspection, test and approvals, Shop Drawings, Samples and other data. Engineer shall transmit these documents.
 - c. After notice from the Contract the Contractor considers the entire Work ready for its intended use, in company with the Village and Contractor, conduct an inspect to determine if the Work is Substantially Complete.

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

Compensation

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

ENGINEER’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B. Reimbursable Expenses included in the contract are limited to items listed in Exhibit B. All expenses that are not included in Exhibit B shall be considered outside the contract and shall be considered as extra and compensated for at cost. For example: title commitments, permit fees, architectural renderings, special public meetings, out of town travel expenses, consultant services beyond those identified in the scope, or items specifically requested by the owner.

The total compensation for services is estimated to be \$37,600.00.

Construction Phase	\$37,600.00
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ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER’s services included in the breakdown by phases incorporates all labor, overhead, profit, and ENGINEER’s Consultant’s charges. The amounts billed for ENGINEER’s services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER’s Consultant’s charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

Miscellaneous

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

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

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

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

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

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

Contents of Agreement

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

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

CLIENT:

Village of Algonquin

By: _____

Title: _____

Effective Date: _____

Address for giving notices:

2200 Harnish Drive
Algonquin, IL 60102

Designated Representative

Title:

Phone Number:

E-Mail Address:

ENGINEER:

Trotter and Associates, Inc.



By: Robert Scott Trotter, PE, BCEE

Title: President

Date Signed: April 30, 2021

Address for giving notices:

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

Designated Representative: Terry Heitkamp, PE

Title: Project Engineer

Phone Number: (630) 587-0470

E-Mail Address: t.heitkamp@trotter-inc.com

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

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CLIENT Initial _____

TAI Initial _____



EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

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

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.

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

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

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

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other

things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

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

4.02 Other Provisions Concerning Payments

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

practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.

- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Designing to Construction Cost Limit

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

5.03 Opinions of Total Project Costs

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

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the

Contract Documents given by CLIENT without consultation and advice of ENGINEER.

- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

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

6.03 Design without Construction Phase Services

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

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days,

after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000
 - 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
 - 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000
 - b. General Aggregate: \$5,000,000
 - 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
 - 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to

such liability and other insurance purchased and maintained by Contractor for the Project

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

6.06 Termination

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

6.07 Controlling Law

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

6.08 Successors, Assigns, and Beneficiaries

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

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

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

6.09 Dispute Resolution

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

6.10 Hazardous Environmental Condition

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

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

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

6.11 Allocation of Risks

A. Indemnification

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

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

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

6.12 Notices

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

6.13 Survival

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

6.14 Severability

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

6.15 Waiver

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

6.16 Headings

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

6.16 Definitions

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

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CLIENT Initial _____

TAI Initial _____



EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES
2021 Reimbursable Expenses

2021 Schedule of Hourly Rates

Classification	Billing Rate	Item	Unit	Unit Price
Engineering Intern	\$55.00	Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	\$0.29
Engineer Level I	\$114.00	Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$0.27
Engineer Level II	\$126.00	Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$0.25
Engineer Level III	\$138.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Engineer Level IV	\$153.00	Engineering Copies up to 24" by 36"	Each	\$8.00
Engineer Level V	\$173.00	Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Engineer Level VI	\$198.00	Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Engineer VII	\$208.00	Comb Binding > 120 Sheets	Each	\$4.75
Engineer VIII	\$239.00	Comb Binding < 120 Sheets	Each	\$3.50
Principal Engineer	\$245.00	Binding Strips (Engineering Plans)	Each	\$1.00
Technician Level I	\$98.00	5 Mil Laminating	Each	\$1.25
Technician Level II	\$119.00	Copy 11" x 17" - Color	Each	\$0.50
Technician Level III	\$139.00	Copy 11" x 17" - Black and White	Each	\$0.25
Technician Level IV	\$151.00	Copy 8.5" x 11" - Color	Each	\$0.25
Senior Technician	\$167.00	Copy 8.5" x 11" - Black and White	Each	\$0.12
GIS Specialist I	\$98.00	Recorded Documents	Each	\$25.00
GIS Specialist II	\$114.00	Plat Research	Time and Material	
GIS Specialist III	\$155.00	Per Diem	Each Day	\$30.00
Clerical Level I	\$66.00	Field / Survey Truck	Each Day	\$45.00
Clerical Level II	\$78.00	Postage and Freight	Cost	
Clerical Level III	\$91.00	Mileage	Per Mile	Federal Rate
Survey Technician Level I	\$66.00			
Survey Technician Level II	\$81.00			
Survey Crew Chief	\$166.00			
Professional Land Surveyor	\$200.00			
Department Director	\$198.00			
Prevailing Wage Survey Foreman**	\$191.00			
Prevailing Wage Survey Worker**	\$186.00			
Sub Consultants	Cost Plus 5%			

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

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

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT C
SUPPLEMENTAL CONDITIONS**

NONE AT THIS TIME

CLIENT Initial _____

TAI Initial _____



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CLIENT Initial _____

TAI Initial _____



**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: _____

Project No. _____

Addendum No. _____

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

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ _____

Changes Prior to This Change \$ _____

Amount of This Change \$ _____

Revised Contract Amount: \$ _____

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

CLIENT:

ENGINEER:

VILLAGE OF ALGONQUIN

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE

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VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: June 25, 2021

TO: COTW

FROM: Robert Mitchard, Public Works Director

SUBJECT: Stormwater Master Plan

An item that has been discussed for numerous years is the need for a Village wide Stormwater Master Plan. As many Village Board members understand, when we experience a significant rain event or a series of events, all of the drainage issues that exist in the Village become very apparent. The demands by residents goes up proportionately depending upon the rainfall.

The Public Works staff is acutely aware of problem areas as they are the ones that have to respond to the Service requests and will be an integral part of identifying the areas that need attention. Over the years we have been able to address some of the drainage challenges that we have, however many more exist.

The attached proposal from Christopher B. Burke Engineering Ltd. (CBBEL) will identify the drainage challenges, analyze potential solutions, quantify the costs for improvements and provide a prioritized listing of the projects that will have the greatest impact for the cost. This method of analysis has been successfully utilized by numerous municipalities throughout the Chicagoland area.

We will essentially be providing a roadmap for Stormwater improvements so we can plan, budget and complete the projects in an organized manner. The scope provided in the proposal is comprehensive and includes key field identification of assets and elevations to ensure the data is accurate.

Village staff has reviewed the proposal and feels that it contains all of the necessary scope items to provide us with an excellent final product that we can use for years to resolve the issues we have with drainage. Therefore, staff recommends that the Committee of the Whole take the necessary action to forward the proposal to the Village Board for their approval. The proposal is for a cost not to exceed amount of \$315,858.00. This project will be funded through savings that has been realized with other budgeted projects, such as the Harrison/Main Street Round-about, which came in approximately \$1,000,000 under the budgeted amount.

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 Village of Algonquin (Village) is located entirely within the Fox River Watershed and the Fox River flows through the eastern portion of the Village. Drainage is handled by a separate storm sewer system and a series of lakes, creeks, ponds, and other systems that convey water toward the Fox River. There are four major creeks throughout the Village draining to the Fox River including Woods Creek, Ratt Creek, Dixie Creek and Crystal Creek.

The majority of the western portion of the Village is tributary to Woods Creek, which drains north into the Village of Lake in the Hills before heading east and south back into the Village. Woods Creek combines with Crystal Creek, south of Algonquin Road as it enters back into the Village. Crystal Creek continues south through downtown before entering in to the Fox River. The central portion of the Village is either tributary to Ratt Creek (north central) or Dixie Creek (south central). These two watercourses combine at Edgewood Drive, west of Harper Drive. The eastern portion of the Village is directly tributary to the Fox River. These watercourses will be used to identify major drainage basins (study areas) by their respective outfall.

The Village conducted hydrologic and hydraulic analyses for various improvement projects throughout several study areas (see attached study area exhibit). Many of the completed analyses focused on storm sewer design, culvert design and streambank restoration activities. CBBEL has developed analyses for the following areas:

- Terrace Hill
- Grand Reserve
- Randall Road Wetland
- Edgewood and Surrey
- Braewood
- And Copper Oaks

CBBEL understands that the Village would like to expand these analyses to focus on flood reduction assessments and include the unstudied areas to develop a Stormwater Master Plan (Plan). CBBEL understands that the focus of the effort will be to identify drainage and flooding problems within the context of structure and street flooding during large storm events. The attached study area exhibit shows the locations where hydrologic and hydraulic analyses have been completed and where additional analyses

will be completed. The Plan will include for each study area, an existing condition analysis to determine level of service, recommended improvements and a cost estimate for the identified improvements.

To assist with the identification of drainage problems throughout the Village, CBBEL will distribute flood questionnaires to Village residents. The questionnaires will be used to identify type and frequency of flooding. CBBEL will also conduct an Open House to receive flood questionnaires from residents and answer general questions they may have and explain the purpose of the study. The drainage complaints and data from the questionnaires will be input into a GIS database to categorize and identify drainage problems. Using the information provided, we will refine the above 6 drainage basins (study areas) and analyze an additional 10 drainage basins as part of the Plan development.

It is our intention to perform a complete hydrologic and hydraulic analysis of the estimated 16 drainage basins within the Village using the XP-SWMM model. We recommend that these areas be identified through a public involvement process including the Open House at the start of the project. This will be a critical step in identifying the flooding areas to target in the Plan.

Our study can focus on smaller scale flood problem areas. In some areas, we may be modeling subbasins down to the block or half block scale. Our detailed hydrologic and hydraulic analysis will pinpoint the cause of flooding in these drainage problem areas, whether it is limitations in capacity of the local sewers, the trunk system or overland flow routes.

Upon completion of the XP-SWMM modeling of the 16 drainage basins, we will use the model results to identify bottlenecks and drainage improvements to address those areas. Where possible and effective, we will recommend Green Infrastructure (GI) such as bioswales and infiltration practices. We will develop the proposed drainage improvements using the XP-SWMM model to a Type, Size & Location (TSL) level of detail so that any conflicts or easements can be identified, and an engineer's estimate of probable cost can be prepared. A comprehensive matrix will be developed across all of the drainage problem areas. The matrix will allow for easy comparison of projects across the Village as capital funding becomes available.

B. Design Criteria
Village Standards

III. Scope of Services

A. Data Collection and Data Gathering

This will consist of the initial data gathering and meetings with the Village. At the end of the data collection tasks, we will have collected all relevant information on the Village's drainage system and historic rainfall events, plan to be familiar with the Village's drainage system, and have an understanding of what Village staff identifies are the most significant drainage problem areas. The following tasks are proposed for this phase.

Task A.1 – Kickoff Meeting with Village Staff: CBBEL will attend a kickoff meeting with the Village to memorialize the project goals and schedule. We will obtain from the Village all available data for the Village including storm sewer atlases, plans, studies, etc. This will include a detailed list of the Village’s understanding of the drainage problem areas within the Village and may involve site visits for part of the meeting.

Task A.2 – Data Collection and Analysis: CBBEL will collect, review and analyze the following data for use in the initial phases of the drainage analysis. A GIS database will be developed using the spatially oriented data.

- Kane and McHenry County aerial topographic mapping and LIDAR data.
- Reported flooding problem areas, photographs, written accounts, etc.
- All available GIS including utilities, land use, zoning, soils
- Relevant reports on behalf of Kane or McHenry Counties, flood problem areas and watershed studies.
- Historic rainfall data from the Village that resulted in flooding will be reviewed and analyzed.
- Relevant FEMA and IDNR-OWR data for the Village.

Task A.3 - Open House and Flood Questionnaires: Collection of additional data from the public will be critical to the success of the project. With the information collected and developed in previous tasks, we will prepare an Open House for the purposes of collecting flooding information from the residents. In the past we have prepared a PowerPoint presentation that continually runs in a loop while CBBEL (we propose 4 CBBEL staff) and Village staff utilize large aerial boards of different areas of the Village where we can mark up the flooding locations that the residents provide. We will hand out and collect a flood questionnaire to all residents attending the Open House. We will also provide the flood questionnaire to the Village in a digital format where residents can complete the form online for a month-long period immediately after the Open House. The flooding information from the residents will be compiled along with the Village information into a GIS database that can be spatially viewed and analyzed. We will meet with the Village to discuss the results of the Open House, compiled flood information and identify the drainage problem areas to be studied.

Task A.4 – Topographic Survey: CBBEL will identify the survey needs for the drainage problem areas based on the information previously provided by the Village. CBBEL will perform a limited supplemental survey of the main drainage structures of the storm sewer system and outlet control structures to be combined with the initial assessment of the storm sewer in the area. The pickup survey will be combined with Kane and McHenry County aerial topography as the base map for development of the hydrologic and hydraulic modeling and eventually the basis for a concept plan. We have estimated 2 days of survey for each of the 16 drainage problem areas for a total of 32 days of field survey and associated office work. The topographic survey will also be utilized to update the Village’s storm sewer GIS.

Task A.5 – Supplemental Survey in Support of GIS: CBBEL will utilize sub centimeter survey equipment to locate drainage structures and perform field reconnaissance to determine pipe sizes and inverts. Information collected will be utilized to update the Village’s storm sewer GIS. The supplemental survey areas will

be determined following a review of the Village's GIS storm sewer network, identification of bottlenecks and critical drainage areas where the storm sewer network will be verified for accuracy. The storm sewer information will be critical to understanding existing drainage issues and development of proposed solutions in the following tasks.

B. Engineering Services

Task B.1 – Existing Conditions XP-SWMM Analysis: For the purposes of estimating hours necessary to complete this work, we have identified approximately 16 drainage basins to be analyzed using the XP-SWMM model. XP-SWMM is a dynamic hydrologic and hydraulic modeling program that is ideal for analyzing complex urban and suburban stormwater management systems. XP-SWMM simulates rainfall-runoff responses for user-specified storm events (hydrologic component) and analyzes the performance of the stormwater management system (hydraulic component). XP-SWMM can model single or continuous storm events and can model complex hydraulic structures. CBBEL completed high level XP-SWMM modeling for 6 drainage basins including:

- Terrace Hill
- Grand Reserve
- Randall Road Wetland
- Edgewood and Surrey
- Braewood / Sleepy Hollow / Dixie Creek
- And Copper Oaks.

CBBEL will use the data collected in the previous tasks to refine the XP-SWMM analysis for these areas. The refinement will focus on problem areas identified in the drainage basins during the data collection phase.

An XP-SWMM analysis will be created for each of the remaining 10 drainage basins. As part of the development of the existing conditions model, we will work with Village staff to develop criteria for the impervious area within the study areas, knowing that redevelopment of homes and infill lots will likely increase the impervious coverage within the Village in future years. We will attempt to calibrate the models to known flooding reports collected from the Village and residents. Design storm events will be utilized to run a critical duration analysis for each drainage problem area to determine the level of service and protection for the existing stormwater system. We will meet with the Village staff upon completion of this task to discuss the results and existing level of flood protection provided at each drainage problem area.

Task B.2 – Proposed Conditions XP-SWMM Analysis: Based on our experiences with similar projects, CBBEL will develop proposed drainage improvement projects to reduce the risk of future flooding. This will include all the identified drainage problem areas (we are estimating 16). The proposed flood reduction projects will include:

- Upsizing storm sewers for increased conveyance
- Creating new overland flow routes
- Removing obstructions in existing overland flow routes
- Excavating stormwater storage

- Oversizing storm sewers or vaults for flood storage where practical
- Flood berms or diversions
- Creating bioswales and other Green Infrastructure to capture and detain surface ponding

In locations where existing detention basins are in the vicinity, these will be analyzed to determine if they can be expanded to provide drainage benefits. Similarly, if Village owned property is located within the drainage basin (or property that could be acquired by the Village) it will be evaluated to see if it can provide floodwater storage that would benefit drainage at the flood problem area.

A range of projects will be investigated for each drainage problem area to determine what would be necessary to provide varying levels of flood protection for each area. Joint projects with other jurisdictions (KDOT, MCDOT, IDOT, etc.) will be investigated for potential cost-sharing opportunities. We will meet with the Village staff upon completion of this task to discuss the proposed flood risk reduction projects and associated flood elevation reductions for various storm events.

Task B.3 – TSL Plan Preparation: This task consists of preparing preliminary drawings (Type, Size Location or TSL). We will prepare a TSL plan for each of the proposed drainage improvement alternatives at each location. The TSL will be based on the XP-SWMM model results and will utilize the Kane/McHenry County aerial topography, aerial photos, site visits, pickup survey and available utility information from the Village and utility companies. It is envisioned that each TSL plan will be on an 11x17 exhibit.

Task B.4 – Engineer’s Estimate of Probable Cost: We will prepare an engineer’s estimate of probable cost for the TSL concept plans. The cost estimates will be broken down into unit costs and quantities for the different pay items. The unit costs will be based on recent bid openings where possible. The engineer’s estimate of probable cost will include design engineering, permitting and construction engineering costs. Upon meeting with Village staff, the estimates will be updated based on comments received. The engineer’s estimate of probable cost for each proposed project can be used to quantify benefits. This will allow for development of a matrix of the recommended drainage improvement projects throughout the Village that can be compared and prioritized.

Task B.5 – Benefit Analysis: CBBEL will complete a benefit analysis for the various projects at each drainage problem location. The first step in this analysis is to establish existing baseline damages. This will be quantified by delineating the existing condition water surface elevations for the 10-, 25-, 50-, and 100-year water surface elevations.

A desktop GIS analysis will be used to determine the number of structures impacted by flooding through overland flow entering the structure. A structure is considered impacted by flooding when the water surface elevation of the surrounding water exceeds the lowest entry elevation of a structure and the water enters the structure through a window well, low opening, front door, etc.

The elevation of the structures for this analysis will be determined using the Village parcel boundary GIS layer overlaid onto the Kane / McHenry County aerial topography

(LIDAR). The highest elevation within with each parcel will be assigned to that parcel. This elevation minus 1 foot will be compared to the XP-SWMM results to determine if the structure on the property is impacted by flooding for a design storm. Based on our experience using this methodology, the house elevation is generally a foot below the highest elevation on the lot. Therefore, if the water level reached this elevation (a foot below the highest lot elevation) the structure will be considered impacted. This analysis will also be completed based on a comparison between the flood elevation and the lowest property elevation to determine the number of properties impacted for each area.

Once the baseline damages are established, the proposed alternatives will be run through the XP-SWMM analysis to determine the reduction in water surface elevations. The difference between the existing structures and properties impacted and the remaining residual damages are the project benefits.

Task B.6 – Stormwater Project Summary Matrix: The results from the benefit analysis and engineer’s estimate of probable cost will be entered into a matrix that can be used to rank the projects. Other items that will be provided in the matrix will include:

- Number of structures protected
- Level of protection provided (10-year, 100-year, etc.)
- If easements or land acquisition is required.
- Utility conflicts that require significant relocation
- Permitting challenges
- If the potential for grant funding is available.

We will work with the Village on the ranking system within the matrix, and we understand that priority shall be given to projects protecting the most number of structures.

C. Meetings/Coordination

In addition to the meetings noted in the tasks above, CBBEL will attend two meetings with Village staff to present the proposed projects and summary matrix. We will incorporate all pertinent and applicable comments from the Village and refine the preliminary designs and cost estimates based on this input.

Task C.1 – Meetings with Village Staff: CBBEL will attend two meetings with Village staff to present the proposed projects and summary matrix.

Task C.2 – Presentation to Village Board: Based on all of the feedback, CBBEL will prepare a PowerPoint presentation to the Village Board to summarize all tasks of the study and discuss the study results.

D. Deliverables

Task D.1 – Final Report: We will summarize the Master Stormwater Management Plan in a written report. The report will include the following:

- need for the plan,
- past flooding events within the Village and floodplain maps,
- comprehensive summary of all flooding reports from residents and Village staff,

- existing drainage problem areas and evaluation standards,
- procedure for developing drainage projects and summary of drainage projects,
- funding sources
- evaluation of programs such as overhead sewers, private drainage improvements and groundwater mitigation,
- project matrix with separate sections for each drainage problem area and associated projects with exhibit, costs, benefit/cost ratio.

The report will be a living document that will be designed to be updated every five years.

IV. Man-Hour & Fee Summary

See attached spreadsheet.

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: President _____

Date: 4/29/2021 _____

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

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

FEE SUMMARY

Village of Algonquin
Master Stormwater Management Plan
 Detailed Cost Breakdown

29-Apr-21

TASK	Engineer	Engineer	Engineer	Engineer	Engineer	GIS	Survey	Survey	Survey	Survey	CAD	BUDGET	
	VI	V	IV	III	I/II		V	III	II	I	Manager	Hours	Dollars
Task A.1 - Kickoff Meeting with Village Staff	6	6	6									18	\$ 2,730
Task A.2 - Data Collection and Analysis		12	32		24	16						84	\$ 9,568
Task A.3 - Open House and Flood Questionnaires		12	40		8	24						84	\$ 9,936
Task A.4 - Topographic Survey							16	64	128	128	64	400	\$ 36,768
Task A.5 - Supplemental Survey in Support of GIS			200				32	128	256	256	128	1000	\$ 97,736
Task B.1 - Existing Conditions XP-SWMM Analysis		22	100	50	220							392	\$ 41,020
Task B.2 - Proposed Conditions XP-SWMM Analysis	6	32	80	50	160							328	\$ 35,744
Task B.3 - TSL Plan Preparation		8	24			40						72	\$ 8,384
Task B.4 - Engineer's Estimate of Probable Cost		12		80								92	\$ 10,760
Task B.5 - Benefit Analysis		4	192									196	\$ 23,832
Task B.6 - Stormwater Project Summary Matrix		24	32									56	\$ 7,472
Task C.1 - Meetings with Village Staff	4	12	12									28	\$ 3,988
Task C.2 - Presentation to Village Board	2	8	20									30	\$ 3,988
Task D.1 - Final Report	4	12	72		24							112	\$ 13,432
Total Hours per Classification	22	164	810	180	436	80	48	192	384	384	192		
Average Hourly Rate	\$184.00	\$150.00	\$121.00	\$112.00	\$91.00	\$107.00	\$150.00	\$110.00	\$86.00	\$67.00	\$121.00		
Total Cost Per Job Category	\$4,048	\$24,600	\$98,010	\$20,160	\$39,676	\$8,560	\$7,200	\$21,120	\$33,024	\$25,728	\$23,232	2,892	\$305,358

Direct costs include production of oversized boards for public presentation as well as reproduction costs for report exhibits for the 16 study areas.

Direct Costs	\$10,500.00
Total Cost	\$315,858.00



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

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

DATE: 06/29/2021

TO: Tim Schloneger, Village Manager

CC: Bob Mitchard, Public Works Director

FROM: Steven R. Ludwig, General Services Superintendent
Mike Reif, Internal Services Supervisor

SUBJECT: Vehicles and Equipment to Be Deemed Surplus

Unit #:5GEN6
Year: 2000
Make: North Star
Model: 3500
ID/VIN: 04018596
Description: Needs repairs



Unit #: 641

Year: 2002

Make: John Deere

Model: 4410

ID/VIN: LV4410H141562

Description: tractor replaced with newly purchased Tele-Handler



Unit #: 663

Year: 1996

Make: Classic

Model: CLT6200E

ID/VIN: 10W-OLTJZ-6-TW023694

Description: replaced with new tip-deck trailer



Unit #: 6CAR1

Year: 2010

Make: Textron

Model: 54423

ID/VIN: 5442300104

**Description: core-aerator not used any longer. Last tractor with 3 point hitch is being
surplused.**



Unit #: PW. CNG01

Year: 2013

Make: BRC

Model: Fuel Maker

ID/VIN: 02001667H

Description: CNG compressor for vehicles needs repairs



Year: 2005 est.

Description: concrete washtub with stand. Removed from PW mudroom to make room for new washer and drier.



Unit #: 92
Year: 2014
Make: Ford
Model: F-150
ID/VIN: 1FTFW1EFXEFC74550
Description: Squad deemed total loss after accident.



Unit #: 566

Year: 1999

Make: Cronkite

Model: Skid Steer trailer

ID/VIN: 473292420Y1110377

Description: Trailer replaced with new tip-deck trailers



Unit #: 950sal

Year: 1999

Make: SnowEx

Model: Salt spreader

ID/VIN: 14522

Description: Tailgate mounted salt spreader. Not compatible with current fleet.



Unit #: 666

Year: 1997

Make: Redi-Haul

Model: FSL14HDE

ID/VIN: 47SS142T2V1012837

Description: Trailer replaced with new tip-deck trailers



Description: Catwalk removed from WWTP during upgrades.



Unit #: 630
Year: 2001
Make: Trackless
Model: Series 5
ID/VIN: MT5T1922

Description: Machine replace with Tele-Handler



Unit #: 630 SB
Year: 2001
Make: Trackless
Model: Snow blower
ID/VIN: MOD.B3-SER1720

Description: Trackless machine replaced with Tele-Handler



Unit #: 630 SPL
Year: 2001
Make: Trackless
Model: Snowplow
ID/VIN: MOD.ABS.60"

Description: Trackless machine replaced with Tele-Handler



Unit #: 6BHG1

Year: 2008

Make: Brush Hog

Model: PVB722

ID/VIN: 12-00426

Description: Attachment used with unit 641 that is also being deemed surplus



Year: 2015

Make: Eterra

Description: sickle bar and motor for Eterra Raptor arm. New mower head installed

on arm.



Unit #: 630BR

Year: 2001

Make: Sweepster

Model: Broom

ID/VIN: MOD.AS5-SER646

Description: Trackless machine replaced with Tele-Handler



Unit #: 906

Year: 1998

Make: John Deere

Model: 250

ID/VIN: 100250A923582

Description: Internal Services/Loaner skid steer. Being replaced by newer machine from another division.



Unit #: 645
Year: 2005
Make: New Holland
Model: L-190
ID/VIN: N6M436425
Description: replaced by Tele-Handler



Unit #: 5GEN7
Year: 2017
Make: Generac
Model: GP8000E
ID/VIN: 9825322
Description: Portable generator need major repairs



Unit #: 90
Year: 2013
Make: Dodge
Model: Charger
ID/VIN: 2C3CDXAG1DH651276
Description: Retired Squad Car/DARE



Unit #: 401
Year: 2002
Make: FORD
Model: Explorer
ID/VIN: 1FMZU73K72ZC62206
Description: Retired Village Engineer Vehicle



Unit #: 86
Year: 2011
Make: Dodge
Model: Charger
ID/VIN: 2B3CL1CT6BH556717
Description: Retired Squad car



Unit #: 5BS01
Year: 2002
Make: Woods
Model: BB700
ID/VIN: 2070
Description: Box scraper for 3-point hitch



Unit #: 5RS01

Year: 2002

Make: Woods

Model:

ID/VIN:

Description: Rear drag scraper for 3-point hitch



Unit #: 521

Year: 1998

Make: International

Model: 4900

ID/VIN: 1HTSDAAR3XH651539

Description: Plow truck being replaced by New truck, that will be delivered in July.



Unit #: 521SAL

Year: 1998

Make: Flink

Model: Salt Spreader

ID/VIN: 1763

Description: Tailgate salt spreader will be auctioned with truck 521



Unit #: 623SPL

Year: 2005

Make: Hi-Way

Model: RPE1136

ID/VIN: 217479

Description: Snow Plow will be auctioned with truck 521



Unit #: 521CAL

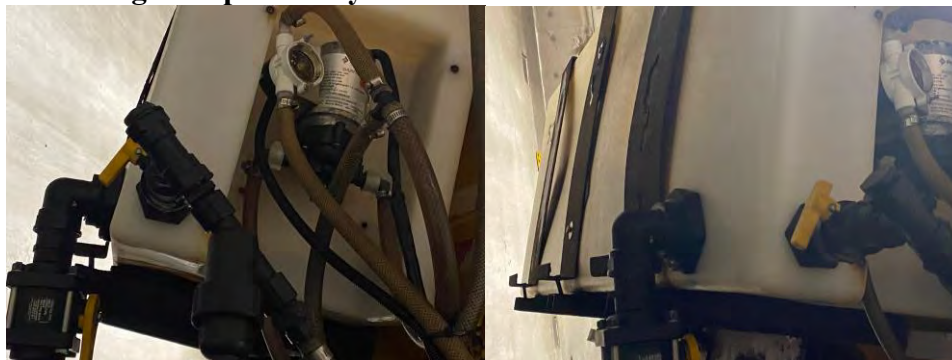
Year: 2000

Make: Bonnell

Model: 100gal Tank

ID/VIN:

Description: 100-gallon pre-wet system will be auctioned with truck 521.



Unit #: 524
Year: 1995
Make: International
Model: 4900
ID/VIN: 1HTSDAAR1TH320369
Description: Plow truck being replaced by new truck.



Unit #: 524SAL
Year: 2011
Make: Flink
Model: Salt Spreader
ID/VIN: T12DDCHL
Description: Salt spreader will be auctioned with truck 524



Unit #: 500SP-1

Year: 1999

Make: Flink

Model: Snow Plow

ID/VIN: 10PA38-APW

Description: Snow Plow will be auctioned with truck 524





VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: 7/2/2021

TO: Robert Mitchard Public Works Director

FROM: Michael Reif Internal Services Supervisor

SUBJECT: Historic Village Hall Roof

It was determined the roof and gutters at HVH (Historic Village Hall) are in need of replacement. The roof was last replaced in 1998. The Village board approved \$100,000 budget for this project in the 21-22 budget.

I received three proposals for the project from roofing companies the Village has used in the past. All three companies delivered quality service on past projects. (All three proposals are attached.)

The low bidder for this work was provided by Weatherguard roofing. The base price of \$69,980 excluding any plywood that would need replacement.

They are scheduling their work at least four weeks out. I would schedule the work so we would disrupt the downtown area as little as possible.

Therefore, I recommend we award the work to Weatherguard roofing out of Elgin, Illinois in the Sum of \$69,980.

PROJECT PROPOSAL

July 1st, 2021

Project Name: Algonquin Historic Village Hall
Project Address: Algonquin, IL

The following is the scope of work which Weatherguard Roofing Company will perform. Weatherguard Roofing Company agrees to furnish all labor, materials, and expenses necessary to perform the specified scope as listed below. Exclusions listed below.

Scope of work: SHINGLE ROOF REPLACEMENT - Approximately 6,250sf

- ⊕ Tear off and dispose of the existing shingle roof.
- ⊕ Over the wood decking install synthetic roof felt.
- ⊕ Install ice and water shield protection at all eaves and in all valleys.
- ⊕ Install Certaineed Landmark Architectural shingles.
- ⊕ Install Certaineed 12" filtered plastic ridge venting. Cover with matching ridge shingles.
- ⊕ Install all required manufacture's accessories to provide a water tight roof
- ⊕ Provide and instll new roof vents and new vent pipe flashings.
- ⊕ Shingles come with a 40-year commercial building warranty.

Scope of Work: SHEET METAL

We will furnish and install the following using .032 prefinished & .019 (WHITE) aluminum from Alcoa:

- ⊕ 350 lf of .032 prefinished (White) aluminum 6" "K" style gutter with drip edge. (Detail NONE)
- ⊕ 140 lf of .019 prefinished (White) aluminum 3" x 4" downspout with elbows. (Detail NONE)
- ⊕ 30 lf of .032 prefinished (Standard color) aluminum base flashing at roof to brick wall transitions with surface mounted counter flashing. (Detail NONE)
- ⊕ 40 lf of .032 prefinished (Standard color) aluminum surface mounted counter flashing at roof to brick wall transitions over tins. (Detail NONE)

The above roofing and sheet metal work can be completed for \$69,980.00 (Taxes Excluded)

Unit Pricing - Cost to replace a 4'x8' sheet of plywood at locations that deteriorated plywood decking is found.
\$175.00 per sheet of plywood (Includes material and labor)

Exclusions & Clarifications:

We exclude custom color sheet metal.

We are a member of Roofers Local #11 union and hold a State of IL Unlimited roofing license.

Bid is valid for 30 days.

Exclude carpentry (wood blocking), mechanical, masonry, painting, plumbing, and electrical unless noted in scope above.

Owner to provide clear access to the site throughout the duration of project.

All work to be performed in compliance with OSHA to assure a safe work place.

Payment Requirements: One third of the contract amount is due at the start of project with the remaining amount due within 30 days of final completion of the project.

By signing below you are agreeing to the pay the proposed amount and you are authorizing us to proceed with the production of the approved scope listed above. This will also act as a binding contract for the above listed work. Ordering of material and production of the work will not start until this proposal is approved.

X _____ Date: _____

Thank you for the bid opportunity,
Sam Newman
Project Manager/Estimator
Email: sam@weatherguardroofing.net
Weatherguard Roofing Company

Signature of an authorized representative from contracting company.

Company Name: _____



May 19, 2021 (REVISED)

Village of Algonquin
110 Meyers Dr.
Algonquin, IL 60102

847-658-2754

Project: Historic Village Hall, 2 S. Main St.

Attn: Mike Reif

Enclosed is the break down of the specs to our base bid, any questions please take the time to call me and I will be more than happy to address them.

ROOF REPLACEMENT SCOPE OF WORK

1. Provide Certified payroll with 2020 Bacon-Davis wages.
(All American is a Local #11 Union Contractor)
2. OSHA 100% fall protection safety requirements will be followed.
3. Provide plywood and tarps to protect buildings and grounds.
4. Provide safety flags around all dumpsters, ladders and work areas.
5. Remove 1 layer of existing shingle roofing and felt underlayment, ice and water shield to remain.
(Existing gutters to remain)
6. Replace damaged ½" plywood decking at the rate of: (\$ 7.50 per square foot)
7. Provide and install **Certainteed Winter Guard** ice & water shield per the following:
2- 36" courses along eaves
1-36" course in valley
Around All Roof Penetrations
8. Provide and install 1 layers of **Certainteed Synthetic** underlayment cap nailed over entire roof deck.
9. Provide and install aluminum drip edge along gable ends.
10. Provide and install **Certainteed SureStart** seal tab starter course on eaves.
11. Provide and install **Certainteed Landmark** 40 year warranted laminated shingles.
(**Install 6 nails and hand seal all shingles on mansard roof tower area**)
12. Provide and install **Certainteed Shadow ridge** cap shingle.
13. Provide and install new pre-finished IR65 roof vents at existing locations
14. Provide and install new 4" lead plumbing vent flashings.
15. Reflash existing roof curb vent.
16. Provide and install pre-finished .032 aluminum masonry counter straight flashing.
17. Magnetically sweep work area for loose nails.
18. Clean up and haul away all roofing debris.
19. Provide 5-year workmanship warranty.



ALL AMERICAN
EXTERIOR SOLUTIONS

The cost for this work will be: ----- \$ 93,900.00**

Exclusions

1. Sales Tax
2. Bonds
3. Building or Street or Side walk Permits
4. Wood Decking or Fascia replacement
5. Gutters or Downspouts
6. Items not Specifically Listed Above

Alternate

1. Provide and install new 6" oversized .032 aluminum gutters.
2. Provide and install new 3"x 4" oversized .019 aluminum downspouts.

The cost add for this work will be: ----- \$ 7,800.00**

This Bid is good for thirty (30) days because of potential price increases by material suppliers, labor and other factors. All American will only hold prices in this bid for more than thirty (30) days, only if, as an express condition precedent, a signed purchase order or contract is tendered to All American, in writing within thirty (30) days of the date of this bid. At All American's sole option, All American can re-configure this Bid and/or withdraw this Bid, if not accepted in writing within thirty (30) days.**

Dale Pole
All American Exterior Solutions

NIR SHINGLE REROOF PROPOSAL



Roof Care[®]

Village of Algonquin

ALGONQUIN, IL

As prepared for you by:

Gregg Shamhart, Vice President & Territory Manager

1-800-221-ROOF
1(800).221.7663

NIR Corp Headquarters
11317 Smith Drive
Huntley, IL 60142

www.nir.com

6/23/21

Village of Algonquin
Mike Reif
110 Meyer Drive
Algonquin, IL 60102

MAKE YOUR REROOF DECISION EASY BY CHOOSING NIR.

Dear Mike,

I want you to enjoy the peace of mind that comes with choosing NIR Roof Care. Sign this proposal and you'll get a new roof that will last for decades and the backing of the best roofing company in America.

Let's face it, when you make the decision to purchase a new roof, you have to choose wisely. Searching for reroof bids and researching companies takes a lot of time and effort. It's hard to know which company you should choose. Even though the roofing materials are basically the same, the quality of a roof installation can differ drastically. On average most roofs can last up to 30 years, but if your roof isn't properly installed your roof will constantly leak causing expensive water damage and ultimately require a replacement in 15 to 20 years. In the long run, it will cost you more money and cause more stress to go with a cheap roofing company over a trustworthy company like NIR. In the end you get what you pay for.

NIR Roof Care has been roofing commercial buildings for over 40 years. We have installed roofs for many high-profile companies including Sears (38 different roof levels), K-Mart (86 acres of roof), Motorola, and Nestle (750,000sf). Our customer service, quality of work, and attention to detail has not gone unnoticed. NIR has received many prestigious awards such as the Turner Construction "Outstanding Performance Award for Safety" and 14 Master Contractor awards. How could you expect anything less for your roof installation?

Your building needs a working roof in order to operate, but it doesn't have to be a stressful experience. Why not treat yourself to a little comfort with a worry-free roof from NIR? We will guide you seamlessly through every step of your roof installation. Before the project even begins, we will sit down with you and discuss all the fine details of the roof installation. NIR Roof Care will send you daily progress reports allowing you to easily track your project. We also encourage you to visit the site and see the work in person. We want to make sure you are happy with our work and you know what's happening every step of the way.

NIR's work doesn't stop when the roof is complete, you will get ongoing roof maintenance to ensure your new roof will last as long as possible. NIR is there for you before, during and after the roofing process, making sure you are satisfied with your purchase. Our quality craftsmanship and a dedication to excellence ensures you will maximize your return on investment. No other company can offer you so much peace of mind for the price we charge. Experience the NIR difference for yourself and see how easy a roof installation can be.

Thank you for considering NIR for one of your most valuable assets. As it has been proven time and time again, teaming up with NIR is the right decision. Please call us at (847) 669-3444 if you have any questions.

Sincerely,



Timothy K. Lynn
Founder, President & CEO

NIR Roof System Proposal

A NIR Shingle ReRoof Specifications / Scope of Work for

2 S. Main Street Building
June 23, 2021

This proposal is to install the roof at 2 S. Main St. in Algonquin. with a 60MIL white TPO roof membrane. Enclosed you will find industry recognized details as to provide you with the highest degree of assurance that your project has been well thought out prior to job start. This type of preparation will result in a quality installation that will yield many years of outstanding service, guaranteed.

I LABOR

- A. All workers involved in the completion of the roof system will be highly skilled and trained roofers by the roof system manufacturer technical representative.

II USE OF PREMISES

- A. The use of premises will be limited to the work areas indicated.
- B. Roof construction operations will be confined to the roof area involved and ground access for equipment and workers.
- C. Keep all driveways and entrances clear and available for normal use.
- D. No areas will be used for parking or storage of materials unless otherwise designated by the building's owner or general contractor.
- E. Any damage caused by the installation operations will be repaired depending on any unforeseen conditions.
- F. The building and its occupants will be protected during the construction.

III SAFETY

- A. During all phases of construction, all applicable OSHA standards will be fully complied with.
- B. Material Safety Data Sheets will be available on the job site at all times.
- C. Appropriate fire suppression equipment will be on the job site at all times.
- D. Provide temporary barricades to ensure safe passage for pedestrians around ground level equipment, materials, and dumpsters.
- E. All flammable materials will be stored away from spark and open flames and Personal Protective Equipment will be worn when needed.

IV DEBRIS REMOVAL

- A. Conduct debris removal operations with minimal interference to streets, sidewalks, and adjacent facilities.
- B. A chute, hoist, or other apparatus will be utilized to remove debris from the elevated roof sections in a controlled manner.
- C. During the debris removal process, should any adjacent improvements be contaminated with dust, dirt, or debris, they will be cleaned to return said improvements to a pre-construction condition.
- D. Maintain good housekeeping practices during all phases of construction.
- E. Promptly dispose of all debris. Do not allow debris to accumulate on site.

- F. Debris will be hauled away by a licensed special waste contractor, to be legally disposed of, recycling whenever possible.

V OPERATIONS

- A. All shingle debris to be picked up each day so it is not on the ground overnight.
- B. The roof will be maintained watertight during the course of the completion of the roof replacement.
- C. Material and equipment will be spaced on the roof as to not overload the roof deck and support structure.
- D. All work will be temporarily halted if any concealed or unusual conditions are discovered.
- E. The owner's representative will be contacted in writing for correction at the owner's expense. (Example: Rotting plywood needing to be changed.)

VI SPECIFIC SCOPE OF WORK - OVERLAY

1. Remove one layer of shingles and felt underlayment down to wood deck.
2. Replace any damaged plywood decking at a cost of \$8.00 per square foot.
3. Install two rows (6') of ice and water shield at all gutter edges.
4. Install ice and water shield 3' wide in all roof valleys.
5. Install felt underlayment over remaining wood deck.
6. Install aluminum drip edge along any gable ends.
7. Install CertainTeed Landmark 40-year architectural shingles fastened per manufacturers specs.
8. Provide and install new roof vents.
9. Provide and install new lead soil stack flashings.
10. Provide and install new aluminum counter flashing where required.
11. Provide and install new 6" aluminum gutters and oversized downspouts.

XI WARRANTY

- A. **Upon completion of your roof system, your LIMITED LIFETIME MANUFACTURERS MATERIAL And 3 YEAR NIR LABOR WARRANTY will be issued.**

PROJECT NOTES

1. Building permits are required for roofing projects in some areas. The general contractor is responsible for obtaining all applicable permits. However, NIR can obtain permits, if requested in writing, at the general contractor's expense.
2. While NIR has made every reasonable effort to determine existing conditions, NIR cannot be responsible for unforeseen conditions encountered during the roof process including, but not limited to, structural deck repair, carpentry other than outlined above, damaged drain components, skylights damaged by others during roof installation process, electrical work and/or conduit hidden within roof system, and conditions deemed unacceptable to the roof system manufacturer related to the structure.
3. NIR agrees to work in cooperation with your HVAC contractor to assure all rooftop equipment is installed in compliance with roof system specifications and good roofing practices. NIR will report to owner any deficiencies.
4. Any and all work not mentioned above.

5. Warranty provided by the manufacturer does require ongoing maintenance of the roof system in order to maintain its validity. NIR's Roof Care Plans will meet/exceed the basic requirements of the warranty provided.

Materials and products to be used and installed in the construction of this project may become unavailable, delayed in shipment, and/or subject to price increases due to circumstances beyond the control of the contractor, including the COVID-19 pandemic. If a specified product is unavailable or shipment is delayed, contractor shall provide written notice to the customer and shall be afforded additional time and substitute products may be considered. If there is an increase in the price of materials, equipment, or products between the date of this Agreement and the time when the project is ready for the installation of the affected material, the contract sum shall be increased to reflect the additional cost to obtain the materials, provided that the contractor gives the customer written notice. Despite unprecedented challenges and unforeseeable obstacles which the future may bring, we remain committed to provide you with the highest level of service. To do so, we humbly request your support and flexibility as we continue to navigate the current crises.

CONTRACT AGREEMENT

LABOR AND MATERIALS

This agreement made this day of June 23, 2021 by and between NIR Roof Care. hereinafter called the Contractor and Village of Algonquin hereinafter called the Customer to perform the roofing work per attached scope of work as follows:

Project:

2 S. Main Street Building
Algonquin, IL

Customer:

Village of Algonquin
110 Meyer Drive
Algonquin, IL 60102
Attn: Mike Reif

Contract Price:

Option #1 Per enclosed scope of work..... **\$107,295.00**

Price includes your first year of your NIR Roof Care Plan services with Monthly intervals. Future years will be billed at \$11,400.00 annually.

PAYMENT TERMS:

50% DOWN PAYMENT- 40% UPON 50% CONTRACT COMPLETION - 10% UPON COMPLETION.

Due to high volatility in material prices, the price(s) stated in this proposal is/are valid only for contracts accepted, executed and when a down payment received within 15 days of the date of this proposal.

IN WITNESS THEREOF, the parties hereto have executed this Agreement under seal, the day and year first above written.

AUTHORIZATION:

Timothy K. Lynn
Founder, President & CEO

Date

Village of Algonquin Representative

Printed Name

Date



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: July 7, 2021

TO: Tim Schloneger, Village Manager

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Master Plan Development – Towne Park*

Attached you will find a proposal from Hitchcock Design Group for development of the Towne Park Master Plan in the amount of \$54,300.00. The concept plan services for this project were passed as part of the 2021–2022 FY budget in account 06900300-42232, Park Improvement Fund, in the amount of \$70,000.00. This park is one of the very impactful pieces of the redevelopment program for downtown. The concept plan will devise what elements will be included in a redevelopment, and what the costs will be for full design and construction. These costs may then be included in future budget proposals and grant applications.

Hitchcock Design Group just completed the Village’s Parks & Recreation Mater Plan. Therefore, they are knowledgeable with this site and its integration into the larger community and surrounding amenities. Staff felt it was easy to work with them and that they produced a superior product with the final version of the Master Plan.

Thus, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the development of the Towne Park Master Plan with Hitchcock Design Group in the amount of \$54,300.00.



June 10, 2021

Robert Mitchard
Public Works Director
Village of Algonquin
2200 Harnish Drive
Algonquin, Illinois 60102

RE: Towne Park Master Plan

Dear Robert,

Thank you for the opportunity to provide you with a proposal for your Towne Park Master Plan Project. We are ready to assist you with this important planning initiative and also help you be positioned for an IDNR OSLAD grant when the next grant cycle becomes available.

PROJECT UNDERSTANDING

We understand this is a priority initiative of your Park and Recreation Comprehensive Master Plan and the timing is right to proceed with planning. This site has important programming and community event objectives that will need to be taken into consideration during the process. In addition to meeting Comprehensive Master Plan objectives, resident input will also be a key instrument to ensure that park improvements meet the needs of the community and represents their support for potential grant funding.

SCOPE OF SERVICES

We will begin the Program and Analysis Phase with a kick-off meeting and site visit with you, followed by an initial public input meeting. During this phase our team will also prepare a topographic survey for the project site. A written summary of prioritized comments received will be prepared and used as the foundation for design. Other key planning documents will be reviewed and summarized to identify key design program criteria including understanding wetland, floodplain, and floodway implications.

We will then begin work on the Concept Plan, working with you to develop preliminary design options and eventually one preferred approach. We will also gather further community input at a second public meeting. Once a preferred design approach is determined and community input is completed, we will finalize the plan, cost-estimate, and other deliverables into a Master Plan document.

When the OSLAD grant program is reopened and if the Village is interested in submitting an application at that time, we will assist you with preparing the grant application along with submittal to the IDNR.

Please see the Scope of Services for our step-by-step approach.



June 10, 2021
Village of Algonquin – Towne Park Master Plan
Page 2

PROFESSIONAL FEES

Based on the Scope of Services, the fees to complete the work as outlined are as follows:

Preliminary Design Services:	
Program and Analysis Phase:	\$9,800
Schematic Design Phase:	\$24,200
Master Plan Phase:	<u>\$5,800</u>
	Total: \$39,800
Other Services	
Topographic survey:	\$7,500
Grant Application Phase:	\$6,500

Reimbursable expenses (printing, mileage, and courier) will be invoiced in addition to the professional service fees. We recommend setting aside \$500 for these expenses.

PROJECT TEAM

I will be the Principal in Charge and other members of our Recreation Studio will assist as needed to advance the work according to schedule. Christopher Burke Engineering will be included on our team to provide topographic surveying and preliminary engineering.

If you find this proposal acceptable, we will forward our standard contract for your review and signature.

Thank you for the opportunity to continue working with you and the Village of Algonquin. If you have any questions or wish to discuss this proposal further, please do not hesitate to call.

Sincerely,
Hitchcock Design Group

Steve Konters
Senior Principal



Scope of Services

Towne Park Master Plan

PRELIMINARY DESIGN SERVICES

The goal for this part of the agreement is to finalize the program and reach consensus on a preliminary design approach for the proposed capital improvements.

A. Program and Analysis Phase

Process: Specifically, the Hitchcock Design Group team will:

1. **[Meeting #1: Staff]** Conduct a **Kick-off and Programming Workshop** with Village representatives and the other project team members confirming:
 - a. Project area ownership and access
 - b. Goals and objectives
 - c. Project team structure and responsibilities
 - d. Regulatory and jurisdictional interests
 - e. Available data and data gathering needs
 - f. Budgeted costs
 - g. Tentative schedule
2. **Identify Potential Jurisdictional Interests** by reviewing available site data, discussing with the team and appropriate Village departments, and prepare a written summary of potential jurisdictional agencies and requirements including:
 - a. Village of Algonquin
 - b. McHenry County SWCD
 - c. Illinois Department of Natural Resources for work within floodplain and floodway
 - d. US Army Corps of Engineers for work along waters of the US and potential wetland impacts
3. **Collect Data** for the project area and the immediate surroundings including:
 - a. Local ordinances and development standards
 - b. Environmental reports
 - c. Geo-technical reports
 - d. Topographic surveys
 - e. Aerial photography
 - f. Boundaries, property ownership and easements
 - g. National wetland inventory map and waters of the United States
 - h. Flood Insurance Rate Map information (ponds and streams)
 - i. Zoning and land-use information
4. **Walk the Site** with the project team and Photograph the Project Area and immediate surroundings to identify readily apparent physical conditions and patterns of use.
5. **(OPTIONAL SERVICE) Prepare a Wetland Delineation** and request a jurisdictional determination using USACE Wetland Delineation Manual methodology and to prepare a natural-systems report.
6. Provide a **Boundary and Topographic Survey** establishing horizontal and vertical ground control and locating natural features and manmade improvements including:
 - a. Property lines and easements
 - b. Benchmarks visible from project
 - c. Contours at one foot intervals



- d. Normal water level, at time of survey, including:
 - i. Top and bottom of bank
 - ii. 10-year and 100-year floodplain and floodway
 - e. Tagged and numbered trees, 4" caliper and larger
 - f. Aboveground and underground water, storm and sanitary utilities including size, type, structures, grates and inverts (based on available utility atlases)
 - g. Aboveground and underground power and communication utilities
 - h. Buildings and other structures
 - i. Curbs, walks, roadways, drives, lights, signals and fencing
 - j. Wetland delineation flags
7. Prepare **Base Maps** at Appropriate Scales using the inventoried data and the boundary and topographic survey.
 8. **[Community Engagement Event #1]** Prepare for and **Conduct the First of Two Community Input Meetings** in a facility designated by you, to gather input from attendees regarding the preferences, concerns, and ideas that the community or stakeholders would like to have considered for the project and record input. It is recommended the Village advertises the Community Meetings in the local paper and retains a copy for potential grant application submittals.
 9. Prepare a written **Project Program** that includes:
 - a. Administrative considerations (approvals, process)
 - b. Project design program
 - c. Jurisdictional factors
 - d. Budget information
 - e. Project Schedule
 - f. Running list of project issues and action items
 10. **Review the Program and Analysis** by forwarding the written Project Program and discussing with Village representatives and other project team members via conference call.

B. Schematic Design Phase

Process: Following your approval of the Program and Analysis Phase, the Hitchcock Design Group team will:

1. Prepare **Schematic Design Alternatives** illustrating site geometry and the scale, type and organization of the project elements including:
 - a. Vehicular and pedestrian circulation features
 - b. Site improvements including:
 - i. Playground replacement
 - ii. Event lawn, stage, and bandshell
 - iii. Ballfield improvements
 - iv. Regional trail connectivity
 - v. Riverfront access and overlooks
 - c. Landscape improvements
2. Prepare **Preliminary Engineering Recommendations** including:
 - a. Preliminary grading and drainage
 - b. Potential storm, sanitary, and water utility service needs
 - c. Site lighting features



3. Prepare the **Schematic Design Documents** including:
 - a. Plan view drawings at an appropriate scale
 - b. Cross sections, elevations and enlarged plan view drawings
 - c. Perspective character sketches
 - d. Representative photographs from other projects
4. Prepare a preliminary **Construction Cost Opinion** using recognized systems and unit costs in the Construction Specification Institute format.
5. **[Meetings #2 & #3: Staff]** Review the Schematic Design Documents with you at 50% (alternatives) and 100% completion milestones (preferred strategy). Prepare written summaries of discussions and update the Project Program following each meeting.
6. **[Meeting #1: Board]** Present the Schematic Design documents to elected officials for input and approval.
7. **[Community Engagement Event #2]** In a facility designated by you, prepare for, and conduct the Design Input Meeting to gather input from attendees that are invited by you. The purpose of this meeting will be to solicit thoughts, ideas, and concerns about the design from the attendees and to carefully record public input. It is recommended the Village advertises the Community Meetings in the local paper and retains a copy for potential grant application submittals
8. **Summarize the Meeting** by creating the Design Input Meeting Report, which includes raw data, attendee list and conclusions.

C. Master Plan Phase

Process: Following your approval of the Schematic Design Phase, the Hitchcock Design Group team will:

1. Prepare **Draft Master Plan** by incorporating all comments received and your final direction on preferences, illustrating site geometry and the scale, type, and organization of the project elements.
2. Prepare the final **Master Plan Documents** including:
 - a. Color rendered drawing
 - b. Character images
 - c. Cost opinion and potential phasing strategy
 - d. Community input summaries
 - e. Final written project program
3. **[Meetings #4: Staff]** Review the draft Master Plan documents with you for final comment and approval.
4. **[Meeting #2: Board]** Present the Final Master Plan to elected officials for approval and adoption.
5. Make minor revisions to Master Plan Documents and forward final digital files to you for your use.



D. (OPTIONAL SERVICE) Grant Preparation Phase: Illinois Department of Natural Resources Open Space Land Acquisition and Development Grant (IDNR OSLAD)

Process: Following your approval of the Master Plan Phase, the Hitchcock Design Group team will:

1. **[Meeting #1: Staff]** Meet with you to make preliminary design decisions required by the grant process including: equipment selection, general material choices, etc.
2. **Prepare a Facility Needs Analysis Worksheet** based on IDNR criteria for grant award to confirm that the project direction complies with typical Grant Administrator objectives.
3. **Obtain and Prepare the Required Documents** for an IDNR OSLAD grant submittal package including: application forms, plan graphics, cost opinions, etc.
4. **Conduct a Phone Conference** with your IDNR Grant Administrator to review the project.
5. **[Meeting #2: Staff]** Meet with you to review the draft application and obtain signatures.
6. **Deliver the OSLAD Grant Application** prior to the required submittal deadline of July 1st.
7. **Answer Incidental Questions** posed by the IDNR Grant Administrator. Respond to deficiency review letter if needed.
8. **[Meeting #3: Staff / IDNR]** Meet with IDNR on site to review and discuss the project.
9. **Prepare Two (2)-Sided Presentation Board** for your use in Springfield IDNR presentation including:
 - a. Plan view rendering of the Master Plan
 - b. Context map showing the projects location within your boundary
 - c. Speaking points

ADDITIONAL SERVICES

We may provide additional services, at your approval that are not included in the Basic Services, such as:

1. Revisions to previously-completed and approved phases of the Basic Services
2. The services of additional consultants not specified in the proposal documents
3. Meetings with you or presentations to other parties not specified in the Basic Services
4. Detailed quantity estimates and construction cost opinions using data or formats other than our own
5. Detailed written summaries of our work or our recommendations
6. Services rendered after the time limitations set forth in this contract
7. Services required due to the discovery of concealed conditions, actions of others, or other circumstances beyond our control
8. Services required to restart the project if you suspend our work at your convenience for more than 90 days during the performance of our services
9. Preparation of segregated or multiple contract bid sets or more than one Owner / Contractor agreement
10. Services rendered after Final Acceptance of the Contractor's work or services rendered more than 60 days after Substantial Completion of the Contractor's work



AUTHORIZATION

Services or meetings not specified in this scope of services will be considered additional services. If circumstances arise during our performance of the outlined services that we believe require additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services, and perform only such additional services following your written authorization.



Village of Algonquin

Police Department



-MEMORANDUM-

DATE: June 16, 2021
TO: Tim Schloneger, Village Manager
FROM: John A. Bucci, Chief of Police *AB*
SUBJECT: Resolution for Road Closure: Founders Days

Attached is the Resolution for Road Closure required by the State of Illinois in order to close a section of IL Route 62 for the Founders Parade on Saturday, July 24, 2021. This resolution, after it has been passed by the Board, signed by the Village President and attested to by the Village Clerk is returned to the Police Department. We will forward it to the Illinois Department of Transportation to obtain their written permission for this road closure.

**A RESOLUTION REQUESTING
PERMISSION FOR TEMPORARY LANE REDUCTION OF A STATE HIGHWAY**

WHEREAS, the VILLAGE OF ALGONQUIN permits a Founders’ Day Parade in the Village of Algonquin, and

WHEREAS, the Parade will require the temporary closure of the eastbound lanes of traffic on IL Route 62 in the Village of Algonquin, and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Illinois Department of Transportation (“Department”) to issue permits to local authorities to temporarily close portions of State Highways for public purposes;

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Algonquin, that permission to close the eastbound lanes of traffic on Illinois Route 62 from Longwood Drive to Main Street with traffic on Illinois Route 62 reduced to one way in each direction using the westbound lanes of traffic from 10:00 a.m. to 2:00 p.m. on Saturday, July 24, 2021, be requested of the Department.

BE IT FURTHER RESOLVED, that if such permission is granted by the Department, the Village of Algonquin assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of the State Highway. And it is further agreed that the efficient all-weather detours will be maintained to the satisfaction of the Department and conspicuously marked for the benefit of traffic diverted.

(Detour markings will conform to the requirements of the Manual of Uniform Traffic Control Devices.)

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this Resolution.

Dated this _____ day of _____ 2021.

(Seal)

Attest:

Approved:

Village Clerk

Village President