

AGENDA
COMMITTEE OF THE WHOLE
April 12, 2022
2200 Harnish Drive
Village Board Room
7:30 P.M.

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

- AGENDA -

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chair prior to roll call.)
3. **Community Development**
 - A. Consider the Annexation of Certain Property on Oceola Drive
 - B. Consider the Annexation of Certain Property on Edgewood Drive
 - C. Consider Setback Variances at Property 190 Wildwood Road
 - D. Consider Additional Subdivision Signs and a Maintenance Agreement within Willoughby Farms Estates
 - E. Consider an Extension of PUD Ordinance 2020-O-25
4. **General Administration**
 - A. Consider amending Chapter 15, Public Art, of the Algonquin Municipal Code
 - B. Consider an Agreement with Professional Cemetery Services for Monthly Maintenance and Internment Services
 - C. Consider a Donation of Certain Real Property
 - D. Consider Amending the 2022-2023 Village Merit Compensation Plan
 - E. Consider Amending Chapter 33.07B, Liquor Control and Liquor Licensing – Number of Licenses Issued
5. **Public Works & Safety**
 - A. Consider an Agreement with Resource Environmental Solutions for the 2022 Maintenance of the Village’s Restored Natural Areas
 - B. Consider an Agreement with Playground Safe for the Hill Climb Park Reconstruction
 - C. Consider an Agreement with Sebert Landscaping for the 2022 Village Mowing Services
 - D. Consider an Intergovernmental Agreement with Kane County for Animal Control Services
6. **Executive Session** (If needed)
7. **Other Business**
8. **Adjournment**



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

-MEMORANDUM-

DATE: April 5, 2022

TO: Committee of the Whole

FROM: Patrick M Knapp, AICP, Senior Planner

SUBJECT: **Annexation of Oceola Drive Property**

Action Requested

On October 8, 2017, the Village of Algonquin closed on four adjacent parcels, the Subject Property, located across from the intersection of Oceola Drive and Iroquois Drive. The Village of Algonquin is now requesting approval to annex this Subject Property into the Village. The Subject Property would be annexed as R-1E Zoning District which is the default zoning district and also the most restrictive.

Recommendation

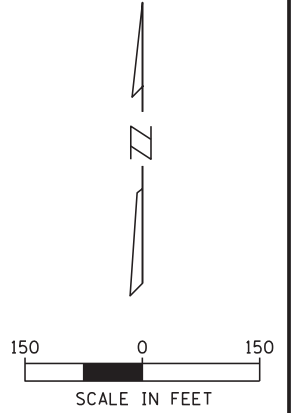
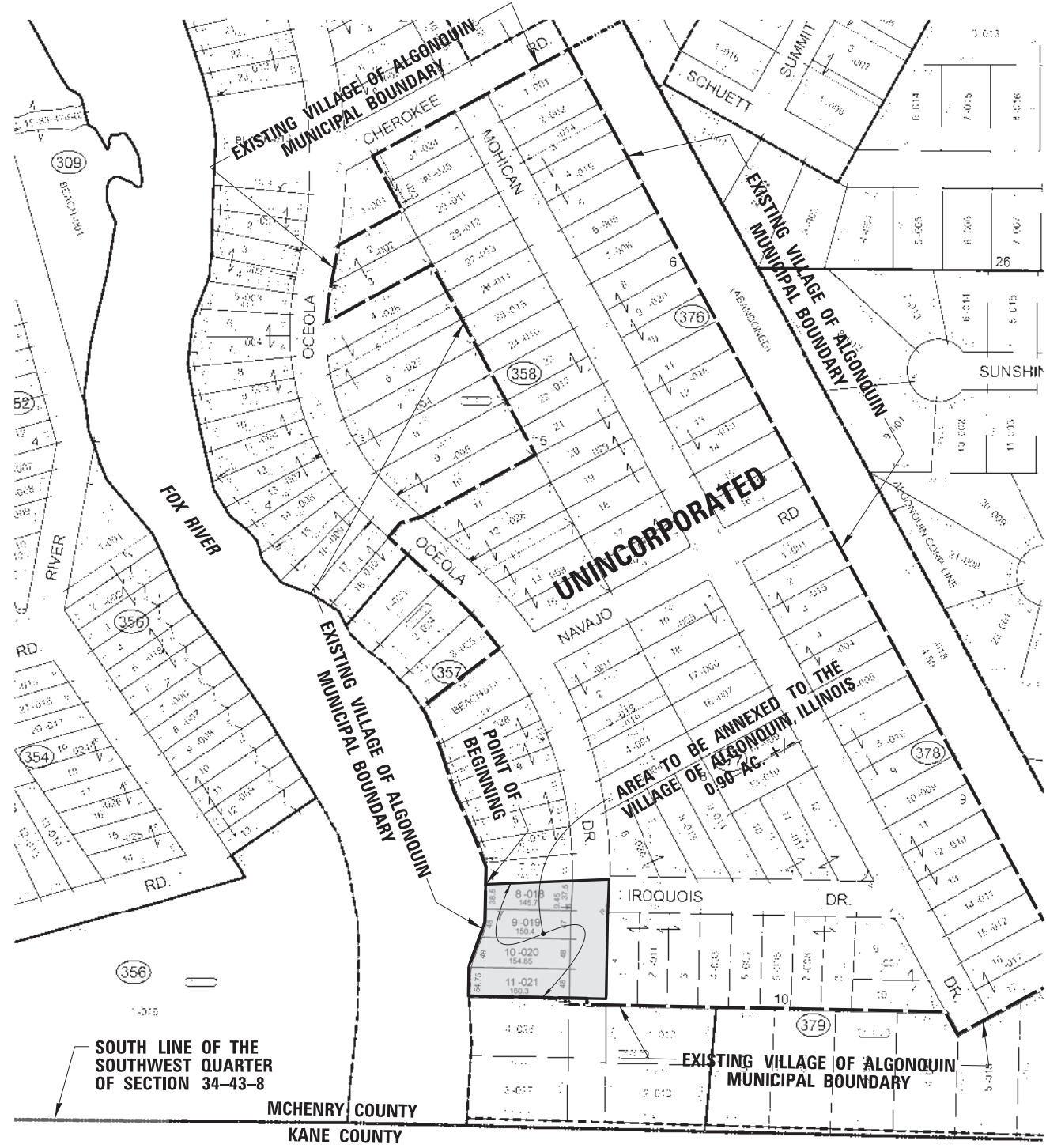
Staff recommends that the Committee of the Whole recommend that the Village Board approve the annexation of the Subject Property.

Attachments: Plat of Annexation

LEGEND

--- EXISTING MUNICIPAL BOUNDARY
 = AREA HEREBY ANNEXED

PLAT OF ANNEXATION TO THE VILLAGE OF ALGONQUIN



PIN NO.
 19-34-357-018
 19-34-357-019
 19-34-357-020
 19-34-357-021

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF MCHENRY) SS:
 I, _____ COUNTY CLERK OF MCHENRY COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID SPECIAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.
 GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK, DATED THIS _____ DAY OF _____, 20____ A.D.
 COUNTY CLERK _____

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF MCHENRY & KANE) SS:
 APPROVED AND ACCEPTED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, ILLINOIS, AT A MEETING HELD THIS _____ DAY OF _____, 20____ A.D.
 BY: _____ VILLAGE PRESIDENT
 ATTEST: _____ VILLAGE CLERK

GENERAL NOTES:

- ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
- NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCHENRY COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF LOT 8 IN BLOCK 7 IN ARTHUR TRAUBE AND COMPANY'S INDIAN GROVE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 3, 1927, AS DOCUMENT NUMBER 80680 IN BOOK 6 OF PLATS, PAGE 22; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 8 IN BLOCK 7 AND THE EASTERLY EXTENSION THEREOF TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF OCEOLA DRIVE; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF OCEOLA DRIVE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 11 IN SAID BLOCK 7 IN ARTHUR TRAUBE AND COMPANY'S INDIAN GROVE SUBDIVISION; THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 11 IN BLOCK 7 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTHERLY ALONG THE WESTERLY LOT LINES OF LOTS 11, 10, 9 AND 8 IN SAID BLOCK 7 TO THE NORTHWEST CORNER OF SAID LOT 8 IN BLOCK 7, SAID NORTHWEST CORNER ALSO BEING THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF COOK) SS:
 WE, CHRISTOPHER B. BURKE ENGINEERING, LTD., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184.001175-0014, DO HEREBY CERTIFY THAT WE HAVE PREPARED THE PLAT OF ANNEXATION OF THE ABOVE DESCRIBED PROPERTY FROM THE OFFICIAL RECORDS, MAPS AND PLATS AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF THE PROPERTY TO BE ANNEXED.
 GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____ A.D.

JOHN R. MURPHY, P.E., P.L.S.
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3421
 MY LICENSE EXPIRES 11/30/2022

CHRISTOPHER B. BURKE
 ENGINEERING, LTD.
 9575 West Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

PLAT OF ANNEXATION
 IN
 VILLAGE OF ALGONQUIN, ILLINOIS
 PREPARED FOR
 VILLAGE OF ALGONQUIN

CALC.	JRM	PROJECT NO.
DWN.	AJK	070273.00162
CHKD.	KJR	SHEET 1 OF 1
SCALE:	1"=150'	DRAWING NO.
DATE:	03-24-2022	ANX070273.162B

NA-ALGONQUIN 070273.00162 SURVEY\ANX070273.162B.SUP



**VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT**

-MEMORANDUM-

DATE: April 5, 2022
TO: Committee of the Whole
FROM: Patrick M Knapp, AICP, Senior Planner
SUBJECT: **Annexation of Edgewood Drive Property**

Action Requested

On February 15, 2018, the Village of Algonquin closed on the Sarah Fields Property, the Subject Property, located at 5615 Edgewood Drive. The Village of Algonquin is now requesting approval to annex this Subject Property into the Village. The Subject Property would be annexed as R-1E Zoning District which is the default zoning district and also the most restrictive.

Recommendation

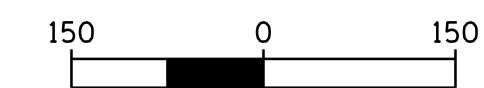
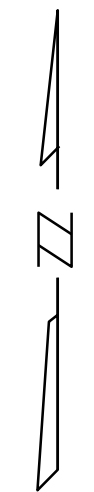
Staff recommends that the Committee of the Whole recommend that the Village Board approve the annexation of the Subject Property.

Attachments: Plat of Annexation

LEGEND

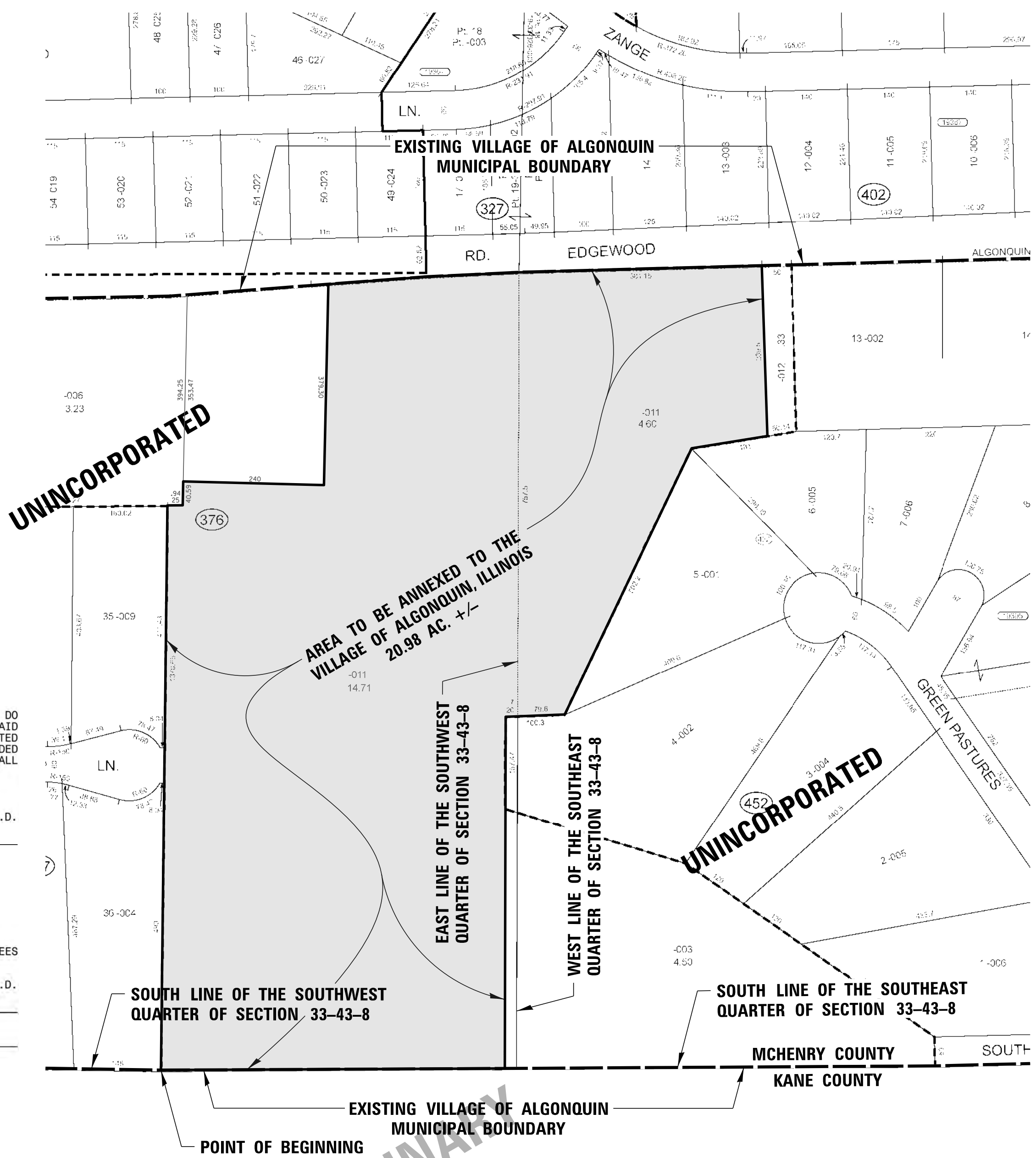
-  EXISTING MUNICIPAL BOUNDARY
-  AREA HEREBY ANNEXED

PLAT OF ANNEXATION TO THE VILLAGE OF ALGONQUIN



SCALE IN FEET

PIN NO.
19-33-376-011
19-33-451-011



LEGAL DESCRIPTION (Edgewood Annexation):
 THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF EDGEWOOD HILLS UNIT 3 SUBDIVISION, AS RECORDED OCTOBER 13, 1972 AS DOCUMENT NUMBER 578589, SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE SOUTH LINE OF SAID SECTION 33; THENCE NORTH ALONG THE EAST LINE OF SAID EDGEWOOD HILLS UNIT 3 SUBDIVISION TO THE NORTHEAST CORNER THEREOF;

THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 35 IN SAID EDGEWOOD HILLS UNIT 3 SUBDIVISION, 25.94 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DOCUMENT NUMBERS 1988R0004794 AND 1988R0004795;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID TRACT OF LAND DESCRIBED IN DOCUMENT NUMBERS 1988R0004794 AND 1988R0004795, 40.59 FEET TO A POINT ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 1996R062247, RECORDED DECEMBER 9, 1996;

THENCE EAST ALONG SAID SOUTH LINE OF THE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 1996R062247, RECORDED DECEMBER 9, 1996 TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTH ALONG THE EAST LINE OF SAID TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 1996R062247, RECORDED DECEMBER 9, 1996 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EDGEWOOD ROAD;

THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF EDGEWOOD ROAD TO A POINT 50 FEET WEST OF THE NORTHWEST CORNER OF LOT 13 IN GREEN PASTURES SUBDIVISION, AS RECORDED SEPTEMBER 13, 1955 AS DOCUMENT NUMBER 1955R0297642, SAID POINT ALSO BEING A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33;

THENCE SOUTH ALONG A LINE 50.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 13 IN GREEN PASTURES SUBDIVISION TO A POINT ON THE NORTHERLY LINE OF LOT 6 IN SAID GREEN PASTURES SUBDIVISION;

THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF LOT 6 TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING THE MOST NORTHERLY CORNER OF LOT 5 IN SAID GREEN PASTURES SUBDIVISION;

THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 5 IN SAID IN GREEN PASTURES SUBDIVISION TO THE SOUTHWEST CORNER THEREOF, SAID SOUTHWEST CORNER ALSO BEING AN ANGLE POINT IN THE NORTHERLY LINE OF LOT 4 IN SAID GREEN PASTURES SUBDIVISION;

THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 4 IN GREEN PASTURES SUBDIVISION TO THE NORTHWEST CORNER THEREOF SAID NORTHWEST CORNER ALSO BEING A POINT 20.64 FEET WEST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 4 AND ALSO THE WEST LINE OF PROPERTY CONVEYED TO SAMUEL D. BOGGS AND WANDA J. BOGGS, HIS WIFE, BY QUIT CLAIM DEED DATED JANUARY 11, 1954 AND RECORDED AS DOCUMENT NO. 274983, TO A POINT ON SAID SOUTH LINE OF SECTION 33, SAID POINT BEING 17.0 FEET WEST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE WEST ALONG SAID SOUTH LINE OF SECTION 33 TO THE POINT OF BEGINNING, ALL IN MCHENRY COUNTY, ILLINOIS.

SURVEYOR'S CERTIFICATE
 STATE OF ILLINOIS }
 COUNTY OF COOK } SS

WE, CHRISTOPHER B. BURKE ENGINEERING, LTD., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184.001175-0014, DO HEREBY CERTIFY THAT WE HAVE PREPARED THE PLAT OF ANNEXATION OF THE ABOVE DESCRIBED PROPERTY FROM THE OFFICIAL RECORDS, MAPS AND PLATS AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF THE PROPERTY TO BE ANNEXED.

GIVEN UNDER MY HAND AND SEAL
 THIS _____ DAY OF _____, 20 _____ A.D.

JOHN R. MURPHY, P.E., P.L.S.
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3421
 MY LICENSE EXPIRES 11/30/2022

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF MCHENRY } SS

I, _____, COUNTY CLERK OF MCHENRY COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID SPECIAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK, DATED
 THIS _____ DAY OF _____, 20 _____ A.D.

 COUNTY CLERK

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF MCHENRY & KANE } SS

APPROVED AND ACCEPTED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, ILLINOIS, AT A MEETING HELD

THIS _____ DAY OF _____, 20 _____ A.D.

BY: _____
 VILLAGE PRESIDENT

ATTEST: _____
 VILLAGE CLERK

GENERAL NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.



CHRISTOPHER B. BURKE
 ENGINEERING, LTD.
 9575 West Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

PLAT OF ANNEXATION
 IN
 VILLAGE OF ALGONQUIN, ILLINOIS
 PREPARED FOR
 VILLAGE OF ALGONQUIN

CALC.	JRM	PROJECT NO.
DWN.	AJK	070273.00162
CHKD.	KJR	SHEET 1 OF 1
SCALE:	1" = 150'	DRAWING NO.
DATE:	03-29-2022	ANX070273_162A

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VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: April 5, 2022

TO: Committee of the Whole

FROM: Jason Shallcross, Community Development Director
Patrick Knapp, Senior Planner

SUBJECT: **Request for Two (2) Variations to allow for a reduction in the Rear and Front Yard Setbacks at 190 Wildwood Road**

Action Requested

Robert and Debra Martineau, the “Petitioner”, applied for two (2) variations to allow an eighteen foot (18’) front yard setback and a seven foot (7’) rear yard setback for the undeveloped parcel located at the southwest corner of Wildwood Road and Pioneer Road, the “Subject Property”, commonly known as 190 Wildwood Road. The Subject Property is a legal non-conforming lot as the existing square footage is smaller than the minimum square footage for the zoning district, R-2 One-family dwelling, and the Subject Property is also an irregular shape rendering it impossible to fit a dwelling on the parcel that would meet the required zoning setbacks.

Planning and Zoning Commission

A Public Hearing was held for the two variation requests at the March 14, 2022 Planning and Zoning Commission Meeting. During the Public Hearing, an adjacent neighbor spoke in support of the requested variations. The Planning and Zoning Commission unanimously adopted staff’s findings as the findings of the Planning and Zoning Commission and recommended approval of the request, as stated in the staff report, by a vote of 6-0. For additional details on the case, please reference the attached Planning and Zoning staff report for Case PZ-03-22.

Recommendation

Based on this information, staff recommends approval of the two (2) variation requests allowing an eighteen foot (18’) front yard setback and a seven foot (7’) rear yard setback at 190 Wildwood Road.

Attachments

- Planning and Zoning Commission Staff Report
- Minutes
- Site Plan



STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Jason C. Shallcross, AICP
Director of Community Development

Patrick M. Knapp, AICP
Senior Planner

Date: March 4, 2022

Case Number:
PZ-03-22

Applicant/Property Owner:
Robert and Debra Martineau

Public Hearing Date:
March 14th, 2022

Property Address/Location:
Southwest Corner of Wildwood Road and Pioneer Road

Brief Summary of Request and Background

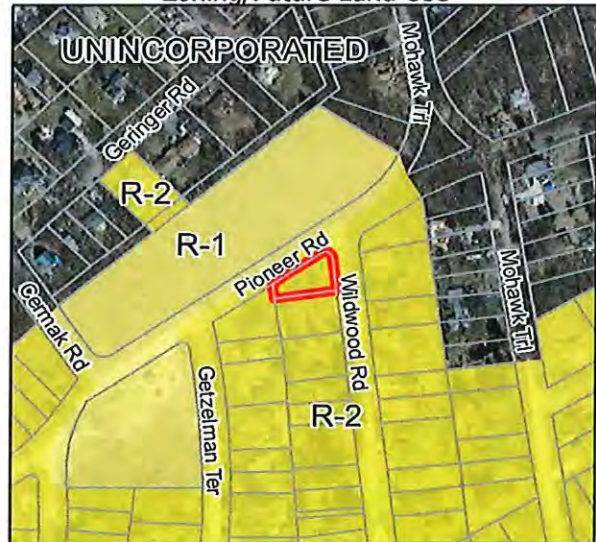
Robert and Debra Martineau, together the “Petitioner”, are requesting three variations for the vacant parcel located at the southwest corner of Wildwood Road and Pioneer Road, the “Subject Property”, commonly known as 190 Wildwood Road, to allow for the construction of a new single family dwelling. The variances include code deviations for lot size, front yard setback, and rear yard setback. The Subject Property is already currently legal non-conforming, as it is smaller in area than what the Zoning Ordinance requires for the R-2 One-family Dwelling zoning district; the Subject Property is also an irregular shape. These combined factors render it impossible to fit a dwelling on the parcel that would meet the required setbacks.

Staff supports the Petitioner’s request for these variances, subject to the conditions listed in this report, as the proposal meets standards for a Variation.

Location



Zoning/Future Land Use



Existing Zoning	Existing Land Use/Improvements	Surrounding Zoning & Land Use	Property Size
R-2 One Family Dwelling	Vacant Parcel	North: R-1 Village Open Space South: R-2 One Family Dwelling East: R-2 One Family Dwelling West: R-2 One Family Dwelling	8,502.9 sq. ft/ 0.195 acres

Staff Recommendation Summary

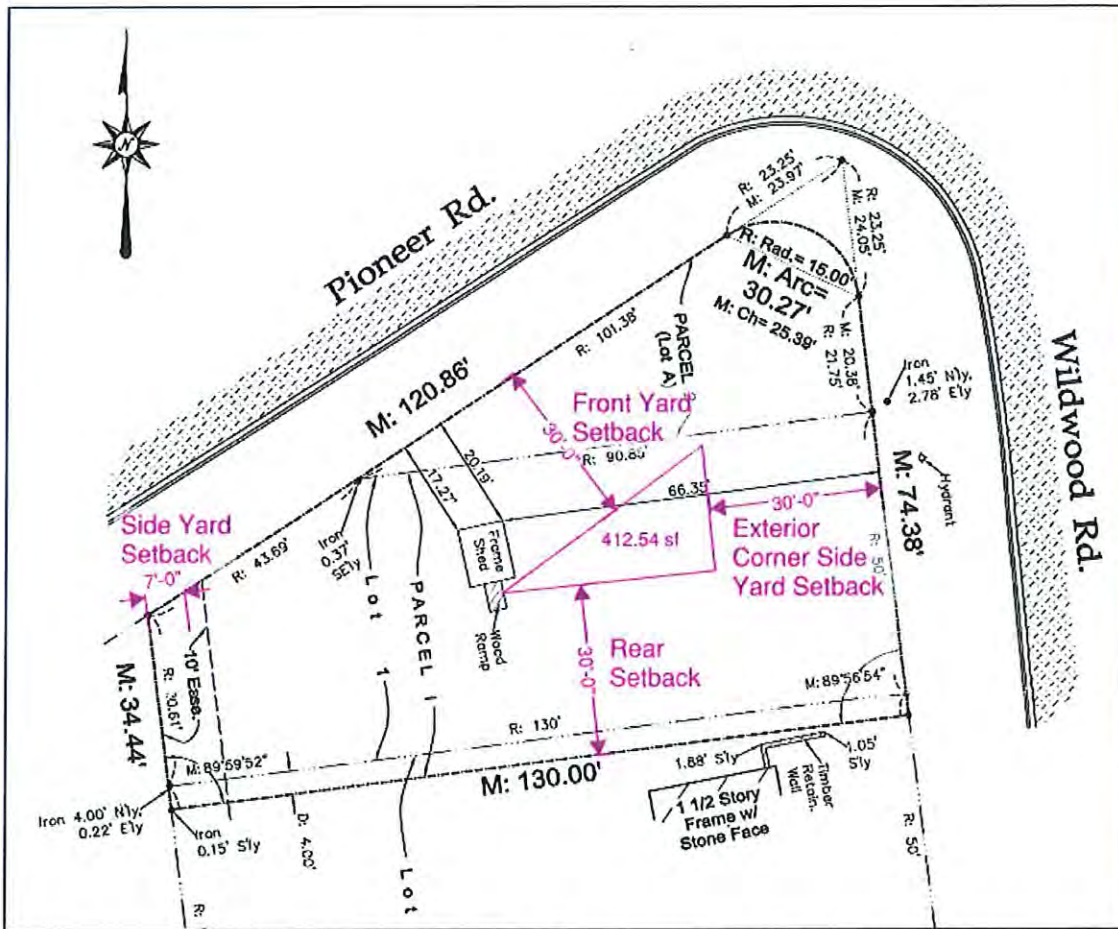
Approve

Deny

Approve with Conditions

Petitioner Proposal

Robert and Debra Martineau, together the “Petitioner”, are requesting three variations for the vacant parcel located at the southwest corner of Wildwood Road and Pioneer Road, the “Subject Property”, commonly known as 190 Wildwood Road, to allow for the construction of a new single family dwelling. The variances include code deviations for lot size, front yard setback, and rear yard setback. The Subject Property is already currently legal non-conforming, as it is smaller in area than what the Zoning Ordinance requires for the R-2 One-family Dwelling zoning district; the Subject Property is also an irregular shape. These combined factors render it impossible to fit a dwelling on the parcel that would meet the required setbacks.



Approximate Buildable Area of the Subject Property without Setback Variations

The Petitioner proposes to build a 1,496 square foot house on the 8,502.9 square foot lot with the front door facing north (Pioneer Road) and the garage door facing east (Wildwood Road). The Village’s Zoning Code defines the front yard/front lot line of a corner lot as the lot line that faces the principal entrance of the building. Therefore the front lot line will be along Pioneer Road and the lot line along Wildwood Road the exterior corner side yard. Using the Zoning Ordinance’s required setbacks, the total buildable area of the Subject Property would be just over 400 square feet. The minimum square footage for a dwelling in the R-2 One-family dwelling Zoning District is 1000 square feet.

Proposed Variations

The Petitioners are proposing variations to the minimum lot size, the front yard setback, and the rear yard setback. Note that the 8,700 square foot minimum lot size in the R-2 Zoning District is the smallest minimum lot size of all of the Village’s zoning districts. Table 1 outlines the proposal:

Lot Requirements	R-2 Requirements	Proposed	Variation
Lot Size	8,700 square feet	8,502.9 square feet	197.1 square feet
Front Yard Setback	30 feet	18 feet	12 feet
Rear Yard Setback	30 feet	7 feet	23 feet
Interior Side Yard Setback	7 feet	7 feet	N/A
Exterior Corner Side Yard Setback	30 feet	30 feet	N/A

Table 1: R-2 Zoning District Setbacks and Proposed Variations

Standards for a Variation

Chapter 21.17 of the Zoning Ordinance provides that before recommending any variation, the Planning and Zoning Commission shall first determine and record its finding that the evidence justifies conclusions that the proposed variation

- a) will not impair an adequate supply of light and air to adjacent property
- b) will not unreasonably diminish the values of adjacent property
- c) will not unreasonably increase congestion in the public streets or otherwise endanger public safety, and
- d) is in harmony with the general purpose and intent of this Chapter.

Where the evidence is not found to justify such conclusions, that fact shall be reported to the Village Board with a recommendation that the variation be denied.

Findings of Fact

The Petitioner states that these variations will not interfere with the free flow of air or sunlight to their neighbor's properties, these variations will not reduce the values of their neighbor's properties, these variations will not impede traffic or make the neighborhood dangerous to their neighbors, and that these variations will enhance the area which is what they understand to be the purpose of the building and zoning codes.

Staff has reviewed the Petitioners' request and is supportive. The Subject Property is unbuildable without the requested variations due to the shape and size of the zoning lot.

The following findings of fact should be accepted if the Commission recommends approval of the variances:

1. The proposed variances are appropriate and desirable in this location and will be compatible both with the Comprehensive Plan designation and surrounding uses.
2. The proposed residence on this site will not be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity, or injurious to property values.
3. The proposed use will comply with all zoning requirements of the Village and conditions stipulated as part of the approval. The Subject Property is zoned R-2, One-family dwelling and the proposed use is allowed.

Staff Recommendation

Staff finds that the standards for a variation have been met and recommends approval of the variations listed in this staff report. Based on these findings, staff recommends that the Planning and Zoning Commission make a motion to adopt staff's findings as the findings of the Planning and Zoning Commission and recommend **approval** of the following motion:

1. "A variation to allow a twelve foot (12') front yard setback, seven foot (7') rear yard setback, and a reduced lot size of 8,502.9 square feet for the Subject Property, also known as 190 Wildwood Road, as illustrated on the attached plans prepared by Schmitt Engineering, dated February 18, 2022."

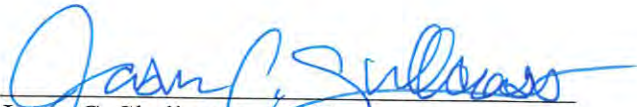
The Village Board's decision is final for this case.

Attachments:

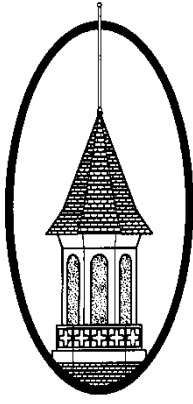
Administrative Content
Application and Engineering Comments

Plans
Engineering Plans and Plat

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 March 14, 2022

Roll Call - Establish Quorum

Chairman Patrician called the meeting to order at 7:00 pm.

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

- Chairman Patrician
- Commissioner Neuhalfen
- Commissioner Kennealy
- Commissioner Laipert
- Commissioner Rasek
- Commissioner Szpekowski

Members absent: Commissioner Sturznickel

Staff Present: Community Development Deputy Director Natalie Zine, Senior Planner Patrick Knapp, and Attorney Brandy Quance

Approval of Minutes

Chair Patrician asked for approval of the February 14, 2022, Planning and Zoning Commission minutes. A motion from Kennealy and seconded by Szpekowski 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 Number PZ-03-22

Request for Setback Variance for the Parcel located at the Southwest Corner of Wildwood Road and Pioneer Road, commonly known as 190 Wildwood Road

Robert Marineau, the Petitioner, verbally presented a brief overview of his Variation request for the Subject Property. Village Staff also presented an overview of the site plan and requested Variations.

Commissioner Laipert asked about the neighbors on Pioneer in which the Petitioner acknowledged that there was a neighbor to the south and he is agreeable to the Variations and should arrive shortly.

Commissioner Neuhalfen asked about the shed and current maintenance. The Petitioner let him know that the shed would be removed and that they are currently maintaining the lot. Commissioners Neuhalfen asked about utility conflicts and staff responded that there were no conflicts.

Commissioner Kennealy asked about the neighbors and the Petitioner acknowledged that his neighbor, Mr. Kielbasa, was agreeable and had just arrived to provide a comment for the Public Hearing.

Chair Patrician called for public comment to be open and a comment was provided by Mr. Bruce Kielbasa of 170 Wildwood Road. Mr. Kielbasa stated that he lives on the adjacent parcel to the south and is agreeable to the requested setback Variations.

Motion was made by Kennealy and seconded by Rasek to accept the Findings of Fact as stated in the staff report for Case PZ-03-22 and to approve a variation to allow an eighteen-foot front yard setback and seven-foot rear yard setback for the Subject Property, also known as 190 Wildwood Road, as illustrated on the plans prepared by Schmitt Engineering, dated February 18, 2022. The motion was approved on a 6-0 vote.

Old Business

No new or old business was discussed.

Commissioner Reports

No new or old business was discussed.

Community Development Report

Ms. Zine let the Planning and Zoning Commission know that the Village would soon be undergoing an update to the Comprehensive Plan and the Commission would be involved in the update process.

Adjournment

Chairman Patrician asked for a motion to adjourn. A motion from Laipert and seconded by Rasek was made. The motion was approved on a 6-0 vote. The meeting was adjourned at 7:25 P.M.

Minutes signed by:

Patrick M Knapp, AICP, Senior Planner

Standard Soil Erosion and Sediment Control Notes

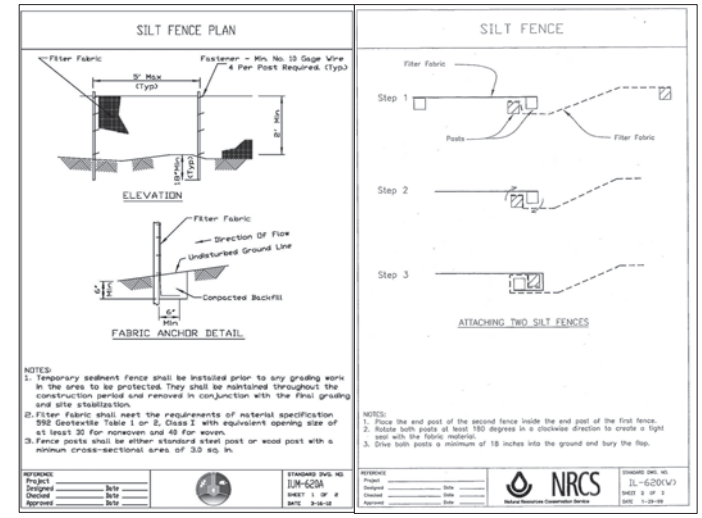
1. Control measures shall meet the minimum standards and specifications of the *Illinois Urban Manual* (www.aiswcd.org/IUM) unless stated otherwise.
2. Soil disturbance shall be conducted in such a manner as to minimize erosion. Areas of the development site that are not to be disturbed shall be protected from construction traffic or other disturbance until final stabilization is achieved.
3. Soil stabilization measures shall consider the time of year, development site conditions and the use of temporary or permanent measures.
4. Stabilization by seeding shall include topsoil placement and fertilization, as necessary.
5. Native seed mixtures shall include rapid-growing annual grasses or small grains to provide initial, temporary soil stabilization.
6. Offsite property shall be protected from erosion and sedimentation. Velocity dissipation devices shall be placed at concentrated discharge locations and along the length of any outfall channel, as necessary to prevent erosion.
7. Sediment control measures shall be installed prior to the disturbance of tributary areas.
8. Stabilization of disturbed areas shall be initiated immediately whenever any clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the development site, or temporarily ceased on any portion of the development site and will not resume for a period exceeding 14 calendar days. Stabilization of disturbed areas shall be initiated within 1 working day of permanent or temporary cessation of earth disturbing activities and shall be completed as soon as possible, but not later than 14 calendar days from the initiation of stabilization work in an area. Exceptions to these time frames are specified below:
 - a. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable and
 - b. In areas where construction activity has temporarily ceased and will resume after 14 days, a temporary stabilization method may be used.
9. Disturbance of steep slopes shall be minimized. Areas or embankments having slopes steeper than 3:1 shall be stabilized with staked in place sod, erosion control blanket in combination with seeding, or an equivalent control measure.
10. Perimeter control measures shall be provided downslope and perpendicular to the flow of runoff from disturbed areas, where the tributary area is greater than 5,000 square feet, and where runoff will flow in a sheet flow manner. Perimeter erosion control shall also be provided at the base of soil stockpiles.
11. The stormwater management system shall be protected from erosion and sedimentation downslope from disturbed areas. Inlet protection that reduces sediment loading, while allowing runoff to enter the inlet shall be required for all storm sewers. Check dams, or an equivalent control measure, shall be required for all channels. Filter fabric inlet protection and straw bale ditch checks are not acceptable control measures.
12. If dewatering services are used, discharges shall be routed through an effective sediment control measure (e.g. sediment trap or an equivalent control measure). The Enforcement Officer shall be notified prior to the commencement of dewatering activities.
13. All temporary soil erosion and sediment control measures shall be removed within 30 days after final stabilization of the development site is achieved or after the temporary measures are no longer necessary. Trapped sediment shall be removed and disturbed areas shall be permanently stabilized.
14. Stockpiled soil and materials shall be removed from flood hazard areas at the end of each work day. Soil and materials stockpiled in IWMC or buffer areas shall be placed on timber mats, or an equivalent control measure.
15. Effective control measures shall be utilized to minimize the discharge of pollutants from the development site. At a minimum, control measures shall be implemented in order to:
 - a. Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash water; and
 - b. Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, vehicle fluids, sanitary waste, and other materials present on the development site to precipitation and to stormwater.
16. Adequate receptacles shall be provided for the depositing of all construction material debris generated during the development process. The applicant shall not cause or permit the dumping, depositing, dropping, throwing, discarding or leaving of construction material debris upon or into any development site, channel, or IWMC. The development site shall be maintained free of construction material debris.
17. The Enforcement Officer may require additional or alternate soil erosion and sediment control measures, based on development site specific considerations and the effectiveness of the installed control measures.

Standard Drain Tile Notes

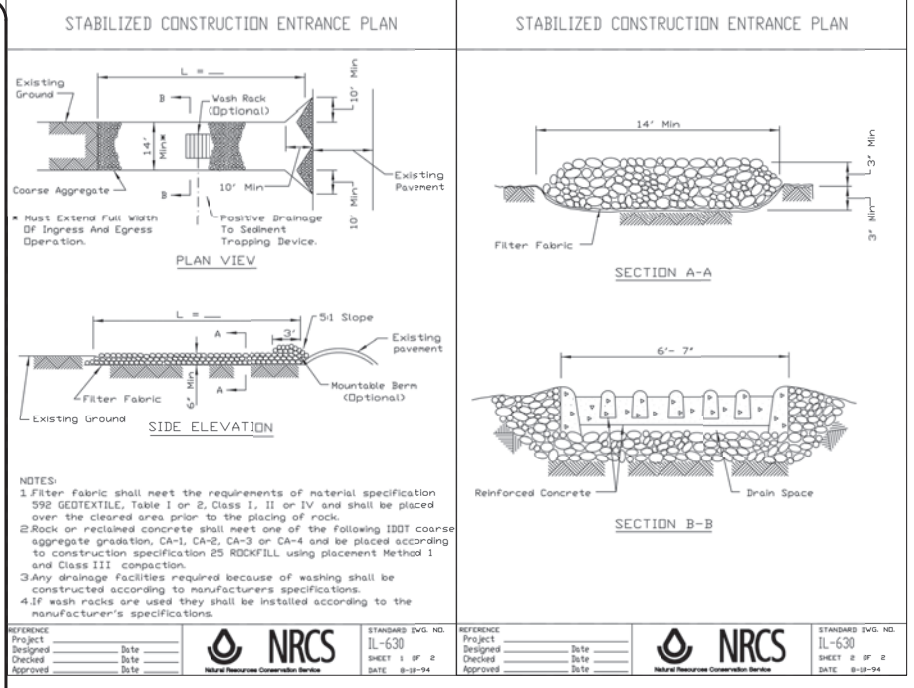
1. Drain tiles disturbed during regulated development shall be reconnected by those responsible for their disturbance, unless the development plans specify abandonment of the drain tiles.
2. All abandoned drain tiles within disturbed areas shall be removed in their entirety.
3. Drain tiles within the disturbed area of a development site shall be replaced, bypassed around the development site or intercepted and connected to the stormwater management system for the development site. The size of the replaced or bypassed drain tile shall be equivalent to the existing drain tile.

STABILIZATION TYPE	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
PERMANENT SEEDING												
SODDING												
TEMPORARY SEEDING												
DORMANT SEEDING												

- STANDARD LAWN MIXTURE**
 A (1) KENTUCKY BLUEGRASS 50 LBS/ACRE MIXED WITH PERENNIAL RYEGRASS 30 LBS/ACRE AND CREEPING RED FESCUE 20 LBS/ACRE
 B (1A) BLUE GRASS 30 LBS/ACRE PERENNIAL RYEGRASS 10 LBS/ACRE DAWSONS RED FESCUE 10 LBS ACRE SCALDIS HARD FESCUE 10 LBS/ACRE FULTS SALT GRASS 30 LBS/ACRE
- WETLAND GRASS AND SEDGE MIXTURE.**
 D (4B) ANNUAL RYE GRASS 25 LBS/ACRE OATS, SPRING 25 LBS/ACRE
 E CEREAL RYE 90 LBS/ACRE, OR WHEAT 90 LBS/ACRE, OR PERENNIAL RYEGRASS 25 LBS/ACRE
 G SOD
 • IRRIGATION NEEDED DURING JUNE AND JULY
 • IRRIGATION NEEDED FOR 2 TO 3 WEEKS AFTER APPLYING SOD.
 () IDOT STANDARD



SILT FENCE MAINTENANCE
 FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
 ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.



- REQUESTED VARIANCES:**
- FRONT YARD SET BACK
 - REQUIRED - 30 FT
 - PROVIDED - 18 FT
 - REAR YARD SET BACK
 - REQUIRED - 30 FT
 - PROVIDED - 7 FT
 - LOT SIZE
 - REQUIRED -
 - PROVIDED -
 - ACCESSORY DECK/ STRUCTURE
 - REQUIRED - NOT ALLOWED
 - PROVIDED - ALLOWED

LEGEND

●	MONUMENT
—x—	EXISTING FENCE
→	PROPOSED FLOW DIRECTION
+885.52	EXISTING GRADE
+885.8	PROPOSED GRADE
B.S.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
WV	WATER VALVE
— —	EXISTING WATER UTILITY
— —	FIRE HYDRANT
WS	WATER SERVICE BOX
SM	SANITARY MANHOLE
— —	EXISTING SANITARY SEWER UTILITY
— —	STORM INLET
— —	EXISTING STORM SEWER UTILITY
SM	STORM MANHOLE

SITE BENCHMARK:
 BLUE BURRY BOLT ON FIRE HYDRANT
 EAST SIDE OF PROPERTY
 ELEV=805.96 (NAV88)

TOPOGRAPHY:
 TOPOGRAPHY TAKEN FROM ELEVATIONS SHOT BY SCHMITT ENGINEERING ON 12/05/2021

IMPERVIOUS AND DISTURBANCE AREAS DATA:

EXISTING IMPERVIOUS	102.00 SQ.FT.
SHED:	102.00 SQ.FT.
TOTAL EXISTING IMPERVIOUS	102.00 SQ.FT.
PROPOSED IMPERVIOUS	1,497 SQ.FT.
RESIDENCE:	1,195 SQ.FT.
DRIVEWAY:	2,692 SQ.FT.
TOTAL PROP. IMPERVIOUS:	4,284 SQ.FT.
TOTAL LOT SIZE:	8,503± SQ.FT.
	0.195± ACRES
TOTAL IMPERVIOUS:	2,794 SQ.FT.
TOTAL IMPERVIOUS PERCENT:	32.85%
SOIL DISTURBANCE:	7,952 SQ.FT.

PLANS PREPARED FOR:
 BOB MARTINEAU
 125 AMARILLO DRIVE
 CARPENTERSVILLE, IL 60110
 EMAIL: REMARTINEAU@GMAIL.COM
 PHONE: (847) 691 - 4948

REVISIONS

DATE	DESCRIPTION

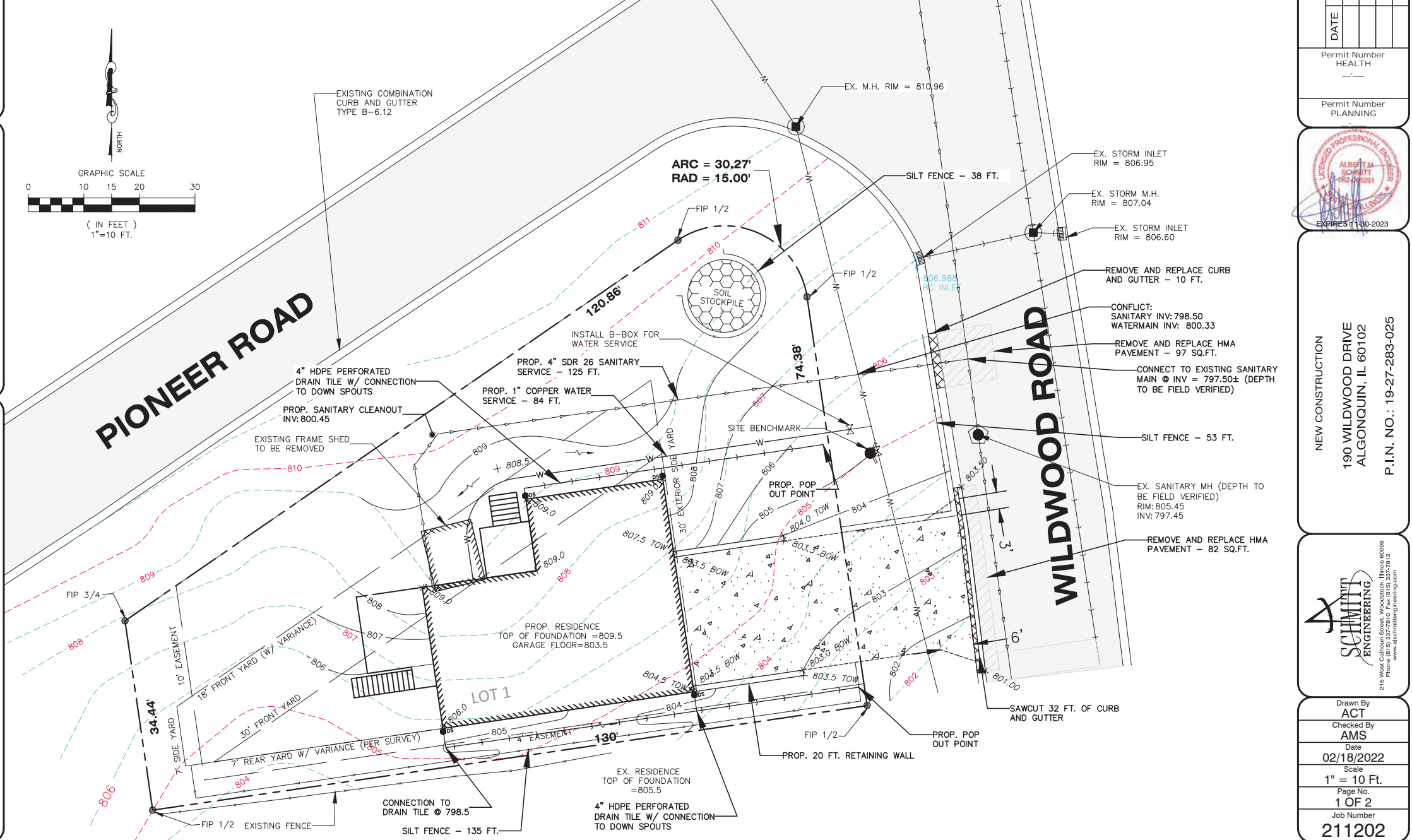
Permit Number HEALTH
 Permit Number PLANNING



NEW CONSTRUCTION
 190 WILDWOOD DRIVE
 ALGONQUIN, IL 60102
 P.I.N. NO.: 19-27-283-025



Drawn By ACT
 Checked By AMS
 Date 02/18/2022
 Scale 1" = 10 Ft.
 Page No. 1 OF 2
 Job Number 211202





VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

-MEMORANDUM-

DATE: April 5, 2022

TO: Committee of the Whole

FROM: Jason C. Shallcross, AICP, Community Development Director
Patrick M. Knapp, AICP, Senior Planner

SUBJECT: **Willoughby Farms Estates Maintenance Agreement**

Action Requested

The Willoughby Farms Estates Neighborhood Association is proposing four additional subdivision identification signs. These are signs that are erected solely for the purpose of displaying the name of the subdivision for identification purposes. Staff is requesting an agreement be entered between the Village of Algonquin and the Willoughby Farms Estates Neighborhood Association.

Background

The proposed signs have a similar style to the existing Willoughby Farms Estates signs and will have a surface area of 4'x 7.3" and will be approximately 5' tall, which meets the sign code.

The proposed signs will be located in the common areas of Willoughby Farms Estates at the following locations:

- Northwest Corner of Longmeadow Parkway and Sleepy Hollow Road in the Stormwater Detention Area/Lot 84
- Southwest Corner of Longmeadow Parkway and Barrett Drive in the Open Space Detention
- Northwest Corner of Longmeadow Parkway and Barrett Drive in the Landscape Easement/Lot 89
- Northeast Corner of Longmeadow Parkway and Barrett Drive in the Landscape Easement/Lot 88

Discussion

Staff has requested that an agreement be entered between the Village of Algonquin and Willoughby Farms Estates Neighborhood Association that would allow the construction of the signs in the proposed locations, hold harmless and indemnify the Village, and allow the Village to bring action against the Association to repair, replace, or remove the signs if they fall into disrepair.

Committee of the Whole – April 12, 2022
Willoughby Farms Maintenance Agreement

Staff will also request that the Willoughby Farms Estates Neighborhood Association provide the appropriate amount of landscaping around the base of each sign.

Recommendation

Staff recommends that the Committee recommend that the Village Board execute the Willoughby Farms Estates Maintenance Agreement.

Attachments:

- Willoughby Farms Sign Maintenance Agreement



**KOVITZ
SHIFRIN
NESBIT**

55 West Monroe Street, Suite 2445 | Chicago, IL 60603
T 312.372.3227 | F 312.372.4646

Illinois, Indiana, Wisconsin, Florida

ksnlaw.com

February 14, 2022

Via Certified and Regular Mail
Parcel No.: 9314 8699 0430 0091 8656 81

Reply To: Chicago
T 312.880.1221
pochmanek@ksnlaw.com

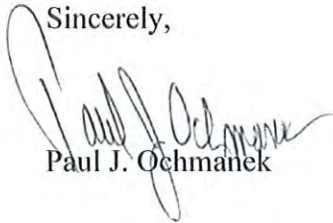
The Village of Algonquin
2200 Harnish Dr.
Algonquin, IL 60102

Re: Willoughby Farm Estates Maintenance Agreement

Dear Sir or Madam:

Please see attached executed maintenance agreement. Please call me to discuss as needed while returning the executed original to my attention.

Sincerely,



Paul J. Ochmanek

This Agreement is made and entered into this ____ day of 01 / 14 / 2022 ____, 2022, by and between **The Village of Algonquin (hereinafter referred to as “Algonquin”) and Willoughby Farms Estates Neighborhood Association (hereinafter referred to as “Association”), collectively known as the “Parties”.**

WITNESSETH

WHEREAS, Association is governed by the Declaration of Covenants, Conditions, Easements and Restrictions for Willoughby Farms Estates Neighborhood Association, recorded in the Kane County Recorder of Deeds on October 27, 1997, identified by document number 97K073139 (hereinafter referred to as the “Declaration”).

WHEREAS, Algonquin desires to allow Association to construct “Signs”, see Exhibit A, in the Common Elements of the Association.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Algonquin does hereby grant the Association permission to construct the Signs in accordance with this maintenance agreement:

1. Limitation of Design. The Association shall only install Signs that conforms to the requirements set forth in Exhibit A.
2. Limitation on Location. The Association will only install the Signs in locations provided in Exhibit B.
3. Hold Harmless. The Association shall hold harmless and indemnify the Algonquin from and against any and all claims, liabilities, judgments, costs or expenses of any kind whatsoever (including, but not limited to, reasonable professional and attorneys' fees), which arise from or are in any way related to the Association’s construction of the Signs.
4. Insurance. The Association shall be responsible for maintaining insurance for any liability that results from the Construction of the Signs and such insurance shall be primary for any claims arising from the construction of the Signs.
5. Construction of Sign. The Signs, as described in Exhibit A, shall be installed by licensed contractors. The contractors are required to maintain insurance that covers all claims arising from installation of the Signs. The Association will hold harmless and indemnify the Algonquin for any claims made the Contractor, Contractor’s agents, Contractor’s employees, Contractor’s sub-contractors, any other party involved in the installation of the Signs.
6. Maintenance of Sign and Easement. The Association is responsible for all maintenance and replacement of the Signs. The Association shall keep the Signs in good repair. Should the Association allow the Signs fall into disrepair: (1) Algonquin may bring an action against the Association to repair or replace the signs; or (2) Algonquin may remove the sign(s) and restore the area(s) to their current condition.
7. Term. The Easement shall continue in perpetuity or the parties agree in writing to terminate this agreement.
8. Attorneys’ Fees. In the event that either party institutes legal action against the other under this Agreement, then in that event the prevailing party shall be entitled to recover all damages (including but not

limited to, consequential damages) and to be paid its costs and professional fees (including, but not limited to, reasonable attorneys' fees) from the losing party.

9. Notice. All notices or other communications to any party shall be made in writing and shall be deemed given immediately when delivered in person or on the second business day following deposit in the U.S. Certified or Registered Mail, Return Receipt Requested, proper postage prepaid, addressed as follows:

To Algonquin: _____

To Association: Willoughby Farms Estates Neighborhood Association
c/o Cristy L. Ulrich – Property Specialists, Inc.
2155 Point Boulevard
Suite 210
Elgin, IL 60123

10. Severability. The Parties acknowledge that all the provisions in this Agreement will be construed and interpreted in a manner rendering this Agreement valid, legal and enforceable. The invalidity or unenforceability of any part or provision in this Agreement will not affect the validity or enforcement of any other part or provision in this Agreement.

11. Waiver. Failure by any party to enforce any provision of this Agreement in the event of a particular default shall not be deemed to be a waiver of any future default or of the provision so violated.

12. Authority. The persons signing this Agreement warrant that they have the right and authority to obligate themselves and the party they represent.

13. Governing Law and Jurisdiction. This Agreement will be interpreted and governed in accordance with the laws of the State of Illinois and any action to seek enforcement of this Agreement shall be brought in the Circuit Court of Kane County, Illinois. The Parties submits to the personal jurisdiction of the state and federal courts of Illinois for any action involving this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date of recording in the Office of the Kane County Recorder of Deeds.

Remainder of Page Left Intentionally Blank
Signature Page to Follow

The Village of Algonquin

By: _____

Its: _____

Dated: _____

Willoughby Farms Estates Neighborhood Association

By: Mark Foster

Its: President

Dated: 01 / 14 / 2022

TITLE	Monument Sign
FILE NAME	Willoughby Farms ...ent - 1.14.22.PDF
DOCUMENT ID	544ca7db6ec8a239e1cbffe116acf1a81b8c656c
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

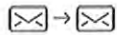
Document History



SENT

01 / 14 / 2022
22:10:10 UTC

Sent for signature to Mark Foster (mfsaf@comcast.net) from jtasic2@psimanagement.net
IP: 75.145.160.153



EMAIL
CHANGED

01 / 14 / 2022
22:16:37 UTC

mfsaf@comcast.net was changed to mafsaf@comcast.net after requester reassignment.
IP: 75.145.160.153



VIEWED

01 / 14 / 2022
22:53:46 UTC

Viewed by Mark Foster (mafsaf@comcast.net)
IP: 98.206.75.31



SIGNED

01 / 14 / 2022
22:54:51 UTC

Signed by Mark Foster (mafsaf@comcast.net)
IP: 98.206.75.31



COMPLETED

01 / 14 / 2022
22:54:51 UTC

The document has been completed.

Exhibit A

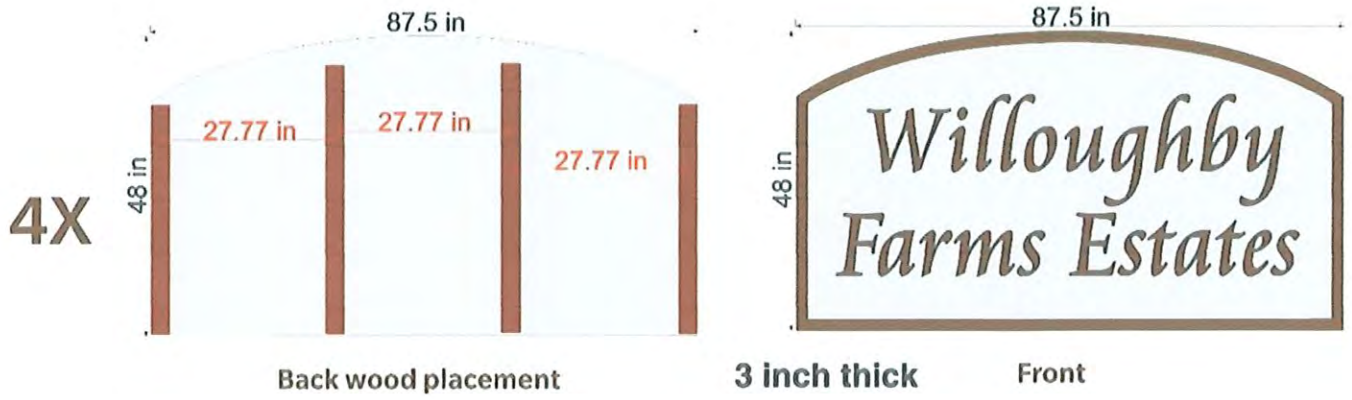
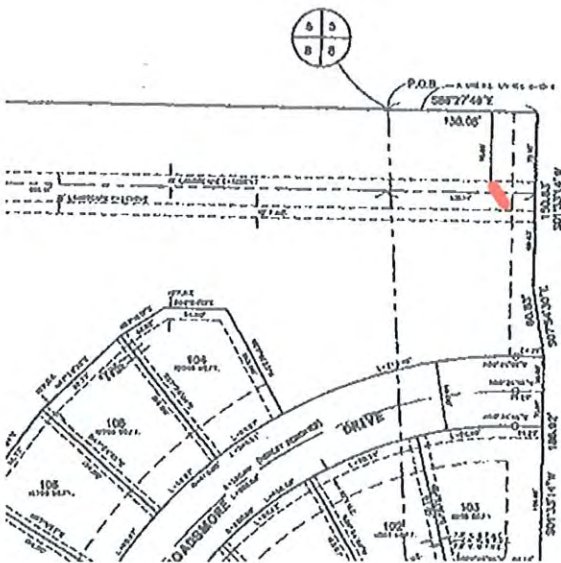


Exhibit B

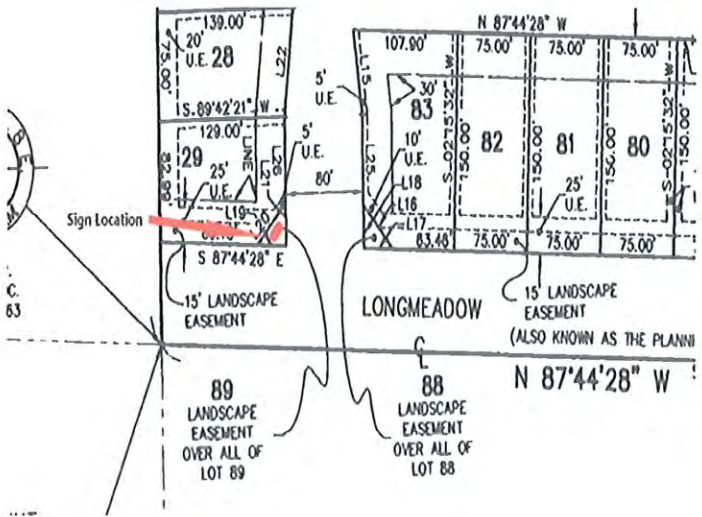
1. Northwest Corner of Longmeadow Drive and Sleepy Hollow Road, Algonquin, IL 60102 – Lot 84



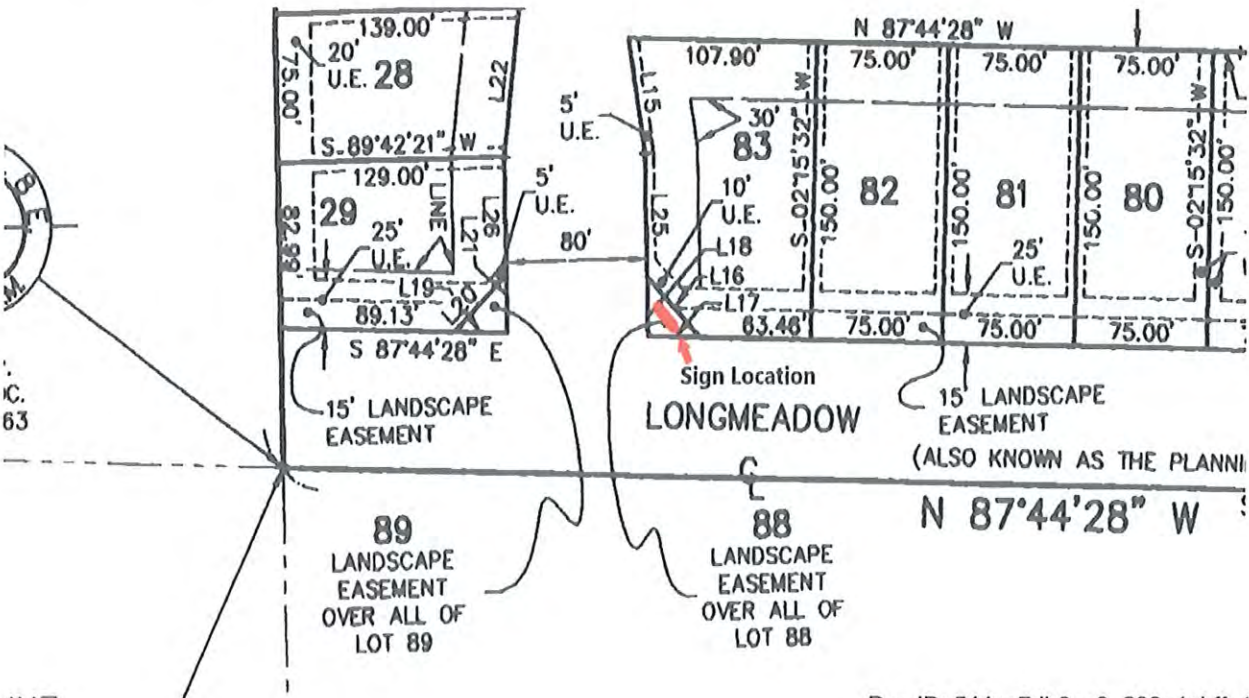
2. Southwest Corner of Longmeadow Drive and Barrett Drive, Algonquin, IL 60102 – Open Space Detention



3. Northwest Corner of Longmeadow Drive and Barrett Drive, Algonquin, IL 60102 – Lot 89



4. Northeast Corner of Longmeadow Drive and Barrett Drive, Algonquin, IL 60102 – Lot 88





**VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT**

-MEMORANDUM-

DATE: April 5, 2022
TO: Committee of the Whole
FROM: Patrick M Knapp, AICP, Senior Planner
SUBJECT: **Extension of Ordinance 2020-O-25**

Action Requested

To approve an Ordinance extending Ordinance 2020-O-25: A Preliminary PUD, Preliminary Plat, Final Plat of Subdivision, Final Planned Unit Development and Special Use Permit for an Automotive Car Wash on Lot 1, and Special Use Permits for an Automobile Tire and Repair Facility on Lot 2, and Drive Through Restaurant with Outdoor Seating on Lot 3, On Property Near the Southeast Corner of Route 62 and Compton Drive.

Background

Alan M Jacob of AMJ Legal Service has submitted a request for a two-year extension to the final Planned Development (PUD) for a development at the southeast corner of IL Route 62 and Compton Drive. According to Mr. Jacob, construction for this development has been delayed due to several factors that include a longer than anticipated engineering approval by the village as well as material and labor shortages.

This 3-lot PUD subdivision was approved to include a car wash (with special use), Goodyear tire store, and a future fast casual restaurant. The building elevations for the car wash and Goodyear facility were also approved.

Discussion

As noted above, this development received final PUD approval but did not move forward with construction primarily due to market conditions and a longer than anticipated engineering review. The Village of Algonquin Zoning Ordinance has certain standards regarding PUD timing. Specifically, the Ordinance provides that “If no construction has been started on any phase of development within two (2) years from the date of approval of the final plan, the permits shall be declared null and void and the project shall not be initiated unless it is resubmitted and reapproved in the same manner that it was approved in the first instance. The Village Board may, however, extend the period for initiating construction upon a showing of good and sufficient cause”.

Recommendation

Staff recommends that the Committee recommend that the Village Board grant an extension to the planned development with the following conditions:

1. The final PUD shall be extended for an additional two years (24 months) effective the date of expiration of Ordinance 2020-O-25, July 7, 2022;
2. That all those conditions contained in Ordinance 2020-O-25 approving the final plat and final planned development shall remain in full force and effect.

Attachments

- March 14, 2022 Letter from Alan M Jacob of AMJ Legal Service
- Original Committee of the Whole Staff Report
- Original Planning and Zoning Commission Staff Report
- Site Plan & Elevations
- Ordinance 2020-O-25 (Original PUD Approval)

AMJ LEGAL SERVICE
Alan M Jacob, Attorney
950 N. Milwaukee Avenue, Suite 329
Glenview, Illinois 60025
3722 Springdale Avenue
Glenview, Illinois 60025
(847)852-0021 alanmjacob@gmail.com

14 March 2022

Village of Algonquin
Community Development
Attn: Patrick Knapp
VIA EMAIL ONLY: PatrickKnapp@Algonquin.org

SUBJECT: AUTO KLEEN SPECIAL USE PERMIT NUMBER: 2019-18, SOUTHEAST CORNER OF ROUTE 62 & COMPTON DRIVE-EXTENSION REQUEST

Dear Mr. Knapp:

Thank you for taking the time to speak to me on Friday, March 11th, 2022. I represent a client who sought and was issued a Special Use Permit for the above subject property. The Planned Unit Development & Special Use Permit were approved on July 7th, 2022. As is understood pursuant to the Municipal Code, the permit shall expire two years from the date of issuance. It is also understood an extension of two years may be requested and granted by the Village for cause. As such, we seek an extension.

Two questions arise requiring an answer regarding an extension: 1) Why was there a delay in beginning construction/work on this project; and 2) Why should an extension be granted. I will briefly address each of these questions below. Please note, we understand a formal hearing may be required. We are ready to present any information to support our position, if necessary. This correspondence shall serve the purpose of beginning such a request.

1-Why A Delay In Beginning Construction/work: The primary reason for delay in construction was the required approval of city engineers. All plans-landscape, traffic study, architectural, etc were previously submitted, however, the Village took nearly one year to approve those plans. The secondary reason for delay in construction was COVID. Unfortunately, once those plans were approved, the country was in the midst of a shutdown due to COVID. Material & labor were not readily available. There was absolute intent on construction but no means due to this aggravating factor. Because of these factors-not in the control of my client-the process was delayed.

2-Why should an extension be granted-The primary reason for a grant of extension is an equitable one. Our client has incurred nearly \$650,000.00 in fees getting to this point. Additionally an immense amount of time was spent by the entire team to get us here. Without an extension, all of that would be lost. The alternative-allowing the permits to expire-would leave our client with additional costs to be absorbed and filing multiple applications, data, reports, and plans that are identical to what has already been approved. It would be a needless redundancy to do so. In favor of working efficiently and not having to waste the time, effort or money of the Village to review, analyze and approve plans, we seek this extension.

We can provide the testimony of our team (engineers, architects, etc) as well as the testimony of my client as to why an extension would be favorable to both parties (the Village and our client).

Should you require any additional information, please feel free to contact me.

We greatly appreciate your consideration of this request and look forward to hearing from you.

Sincerely,

Alan M Jacob

Alan M Jacob

The Planning and Zoning Commission held a public hearing on this proposal on December 9, 2019, and recommended approval with conditions by a vote of 5-0 (2 Commissioners absent). Since that time, the owner and his team have focused upon revisions correcting and addressing many of the conditions of approval and concerns brought forth by Staff.

The drawings and engineering plans before the Committee for this item are on their third revision since the PZC review, and Staff is confident all issues have been satisfactorily addressed, with some very minor corrections outlined in the accompanying review memos. Concurrence to move this petition forward for Board approval is recommended.



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– MEMORANDUM –

DATE: December 9, 2019

TO: Planning and Zoning Commission

FROM: Ben Mason, AICP, Senior Planner

SUBJECT: **Case No. 2019-18. Final Plat, Final PUD and Special Use Permit
– Near Southeast Corner of IL Rt. 62 and Compton Drive**

Attached is a submittal for a vacant commercial parcel located near the southeast corner of IL Rt. 62 and Compton Drive (BLUE parcel on aerial map at right).

A developer is proposing to subdivide the parcel into three lots, extend utilities to serve the subject property and provide necessary cross-access to adjacent vacant commercial lots for when those develop in the future.

The subject property is currently zoned B-2, General Retail and the proposed development is seeking preliminary and final plat approval for a 3-lot subdivision, preliminary PUD approval for each of the three lots, and Final PUD approval for Lot 3, the car wash. In addition, the developer is requesting Special Use Permits for the automotive car wash proposed on Lot 3, and the Goodyear tire store on Lot 2. The developer would have to return for Final PUD approval of Lots 1 and 2 once the final engineering, landscape plans and site plans are completed for those projects.

As proposed, Lot 1 is designed for a future fast casual restaurant which is yet to be determined. Lot 2 in the middle would be occupied by a Goodyear auto repair and tire store, and Lot 3 would have a car wash. The building elevations for the car wash and Goodyear facility have been provided, and are very attractive.



Staff Comments

Comments from Algonquin Public Works, Christopher Burke Engineering and the Algonquin-Lake in the Hills Fire District are attached. Illinois Department of Transportation (IDOT) is currently reviewing the plans and the developer shall be required to modify the plans to address any additional comments or concerns identified in their review. Outlined below are some of the highlights of the proposal:

Final Plat of Subdivision – The plat of subdivision creates three lots on the subject property: Lot 1, 2.097 acres; Lot 2, 2.097 acres; and Lot 3, 2.349 acres. To provide an opportunity for future cross-access to the vacant parcels to the east and west, the plat includes cross-access easements to all adjacent parcels (except the developed Glenloch subdivision to the south).

Site Plan/Engineering Plans – The subject property is located about 500 feet east of Thornton’s gas station, on the south side of East Algonquin Road (Route 62).

The proposed full access into the site from East Algonquin Road may shift depending upon IDOT review. While the Village Engineer would prefer that it aligned with a curb cut on the north side of Algonquin Road, the ultimate location will be determined by IDOT. A cross-access connection will be made when the property to the west develops, providing an opportunity to access Compton Drive and the signalized intersection at Compton and East Algonquin Road.

The location and alignment of the access and frontage road setup creates multiple vehicle conflict points with the curb cuts for Goodyear and the car wash. The multiple drives need to be consolidated to restrict traffic flows to a minimal number of safe turning movements. Staff anticipates that the multiple conflict points will be excuses to add a multitude of branded directional signs later, “for safety”. The time to correct this issue is now, and build not more than one drive access to each lot, or a one-way pair.

Of particular concern are the multitude of curb cuts for the car wash (four). The car wash main entrance has just a minor offset from the entry drive from Algonquin Road, creating a confusing traffic movement. This access should be removed and consolidated with the employee and vacuum drives to the east. Exiting the car wash itself, customers must use the frontage road to access the vacuum and/or drying parking stalls. This should be consolidated as well, to avoid conflicts with future eastbound through-traffic on the frontage road, especially when drivers feel threatened to get out of the way as they are leaving the tunnel wash.

The Goodyear facility has parking stalls accessing the frontage road directly, creating vehicle backing movements within 50-100 feet of the stop sign and turning movements at the main entrance from Algonquin Road. These should be removed.

Each lot will have its own parking and cross-access and cross-parking shall be provided throughout the development. Parking for the car wash is primarily provided for customers to utilize vacuums that are proposed to be located outside the front exterior of the building. The locations of the vacuums shall be shown on the revised plans and the color of the vacuums shall match the building’s black anodized storefront window system. Additional parking is provided between the main entrance and the car wash vacuum area for use by the employees. The car wash seems to

have an over-abundance of vehicle stacking, parking, and pull-over areas that could be reduced by a reconfiguration of the site. This would allow an increase in landscaped area and much better vehicle maneuvering.

Traffic Study – A traffic study prepared by KLOA was done for this project to show the number of new trips created by the development and impact to the existing road network. The traffic study states that this development will have a negligible impact on traffic at the intersection of Compton Drive and East Algonquin Road. However, the study does show that as a stand-alone project, the peak-hour delays while turning left upon exit are at a Level of Service “F”. This is a long delay that often leads to driver frustration. In the long run, alternatives will exist allowing traffic to get to Compton and Route 25 (when the adjacent properties develop). It may also be relieved upon completion of Longmeadow Parkway, as the through-volume on Algonquin Road will be reduced.

Landscaping – A tree survey was done for the site and any tree loss in excess of the proposed replacement – to be calculated by Public Works – shall be the responsibility of the developer to pay any required fee-in-lieu. The landscaping plan provided only shows that for the car wash at this time, other lots would have to provide a plan at the time the Final PUD is submitted for approval.

The landscaping plan provided for the car wash is reasonable, but for the most part has lines of trees and shrubs. More foundation plantings and clusters of tree, shrub and flower combinations is recommended.

Architecture – The car wash building will be oriented toward East Algonquin Road and have a storefront retail appearance, with windows, canopies and tower elements with pitched roofs on both ends. The base of the building will have a limestone masonry foundation and attractive stone pilasters are shown on all four sides. In addition, there are substantial limestone bases for all of the canopy elements (over the vacuums and at the pay booth). The windows shall be either black anodized aluminum, consistent with Village policies, or the bronze that is called out on the elevations, as long as it matches the other elements on the site. Typically, Staff would recommend the plans shall be revised to replace the standing seam metal roof – which is not allowed by Village Code – with architectural roof shingles, but the dark bronze color works with the building and the freestanding canopies over the vacuums and pay booths.

Similar to the car wash exterior elevations, Goodyear will feature a stone base with columns on the front of the building. The windows shall be dark bronze anodized aluminum, consistent with what is depicted on the elevations. Material and color samples shall be provided for review with the application for Final PUD approval.

Signage – Each building shall be permitted two wall signs, and meet Village Code standards for dimensions and lettering size. Wall sign letters are allowed a maximum height of 24 inches.

New ground signs are proposed for each of the outlots, as well as a fourth ground sign at the main entrance. The fourth ground sign at the main entrance should be eliminated. The three ground signs, one for each lot, shall each not exceed 10 feet in height nor 50 square feet in size, and shall include a stone base, brick field, and limestone top cap. All ground signs shall be surrounded by a decorative landscaped bed that will remain attractive throughout the year.

Findings of Fact

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

1. The proposed commercial uses on the subject property are appropriate and desirable in this location, and will be compatible both with the Comprehensive Plan designation and surrounding uses. The subject property is zoned commercial, consistent with the business zoning classification of a majority of the surrounding properties. The properties to the east and west are currently commercial properties. The property to the south is residential, but there is a landscape buffer to provide separation.
2. The proposed use of this site will not be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to the property values. The traffic generated by this development will have a negligible impact on the existing intersection.
3. The proposed use will comply with all zoning requirements of the Village and conditions stipulated as part of the approval. The subject property is zoned B-2, General Retail and will be developed as a unified Planned Unit Development with coordinated access, parking and common detention facility that benefits each parcel.

Recommendation

Staff recommends approval of the Final Plat of Subdivision, Final Planned Unit Development and Special Use Permit for Goodyear auto repair and tire store, Auto Kleen automotive car wash, and drive-through restaurant with outdoor seating, consistent with the findings of fact, the plans submitted, and the following conditions:

1. The site construction, utility installation and grading shall not commence until a Site Development Permit has been issued by the Village and all offsite and onsite utilities serving the subject property shall be underground, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency.
2. The Final Plat of Subdivision prepared by Land Surveying Services, dated 10/25/2019, shall be revised to incorporate the comments noted herein and in the December 3, 2019 memorandum from Christopher Burke Engineering, the December 2, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and subject to Public Works approval in accordance with their memo dated December 5, 2019.
3. The Site Plan prepared by Terra Consulting dated November 7, 2019 shall be revised to incorporate the comments noted below and in the December 3, 2019 memorandum from Christopher Burke Engineering, the December 2, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and the December 5, 2019 memo from Public Works.
4. The Final Engineering Plans prepared by Terra Consulting with the latest revision date of November 7, 2019 shall be revised to incorporate the comments noted below and in the December 3, 2019 memorandum from Christopher Burke Engineering, the December 3,

2019 memorandum from the Algonquin-Lake in the Hills Fire District, and the Public Works review of December 5, 2019. The developer shall alter the water main routes through the site to revise water main size, hydrant locations and proposed fire department connections (FDC) for each building as outlined in the accompanying review memos. A fire hydrant is required within 100 feet of each FDC.

5. The Landscape Plan as prepared by Neri Architects dated 11-6-2019 shall be revised to incorporate the comments noted below and in the December 3, 2019 memorandum from Christopher Burke Engineering, the December 5, 2019 memorandum from Public Works. A tree survey was done for the site and payment for any tree loss in excess of the proposed replacement –calculated by Public Works in a memo dated December 3, 2019 – shall be the responsibility of the developer. Foundation and clusters of landscaping shall be added to the Car Wash site to dramatically improve the landscape plan.
6. The exterior elevations of the car wash building as prepared by Neri Architects with the latest revision date of 11-6-2019 shall be revised to show a maximum of two wall signs. The windows shall be black anodized aluminum, consistent with what is depicted on the elevations. Dumpster enclosures shall be constructed of masonry material that match the principal structure and have solid wooden doors that securely latch closed. The locations of the car wash vacuums shall be shown on the revised plans and the color of the vacuums shall match the building’s black or bronze anodized storefront window system.
7. The exterior elevations of the Goodyear building shall be revised as in paragraph 6, above, and final materials and details shall be submitted with application for Final PUD approval.
8. Each building shall be permitted two wall signs, and meet Village Code standards for dimensions and lettering size. The ground signs shall be consistent with the enclosed rendering and have brick on all sides, a decorative masonry cap and foundation landscaping that is attractive throughout the year. The fourth ground sign located at the main entrance shall not be allowed. The following signs shall be prohibited, at all times: inflatable signs, flags, banners, pennants or any temporary or portable signs.
9. The main entrance location is subject to IDOT review and approval. The Car Wash site shall be reconfigured to prevent vehicles from exiting the car wash directly onto the frontage road, to minimize the number of curb cuts, and eliminate the small offset on the main entrance by consolidating the drive lanes and interior vehicle maneuvering.
10. The Photometric Plan, as prepared by PE Enlighten dated 10/29/2019 shall be revised to incorporate the comments noted below and in the December 3, 2019 memorandum from Christopher Burke Engineering, the December 2, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and the December 5, 2019 memo from Public Works. The parking lot light fixtures shall meet Village standards with 25 foot poles, metal halide or LED lights, full cutoff lens flush with the housing, downcast lighting, all flat black in color. The building mounted lights shall be downcast, lens flush with housing and metal halide or LED, and black in color. The Village Board shall have the right to review light levels and require a change if deemed inappropriate light levels.

11. All roof-mounted or ground located mechanical equipment shall be screened with an appropriate architectural element or landscaping.
12. The Private Property Enforcement Agreement shall be executed with the Algonquin Police Department prior to the issuance of any Certificate of Occupancies.
13. All operations shall occur within an enclosed building(s), except those specifically allowed as part of this approval (such as vacuuming and drying vehicles). All doors shall be kept closed except when vehicles are entering or exiting the buildings. No materials or products may be stored outside the buildings at any time, and no vehicle service or repair shall occur outside the building except those specifically allowed as part of this approval.

Attachments:

Staff Review Memos

Developer Submittal Package

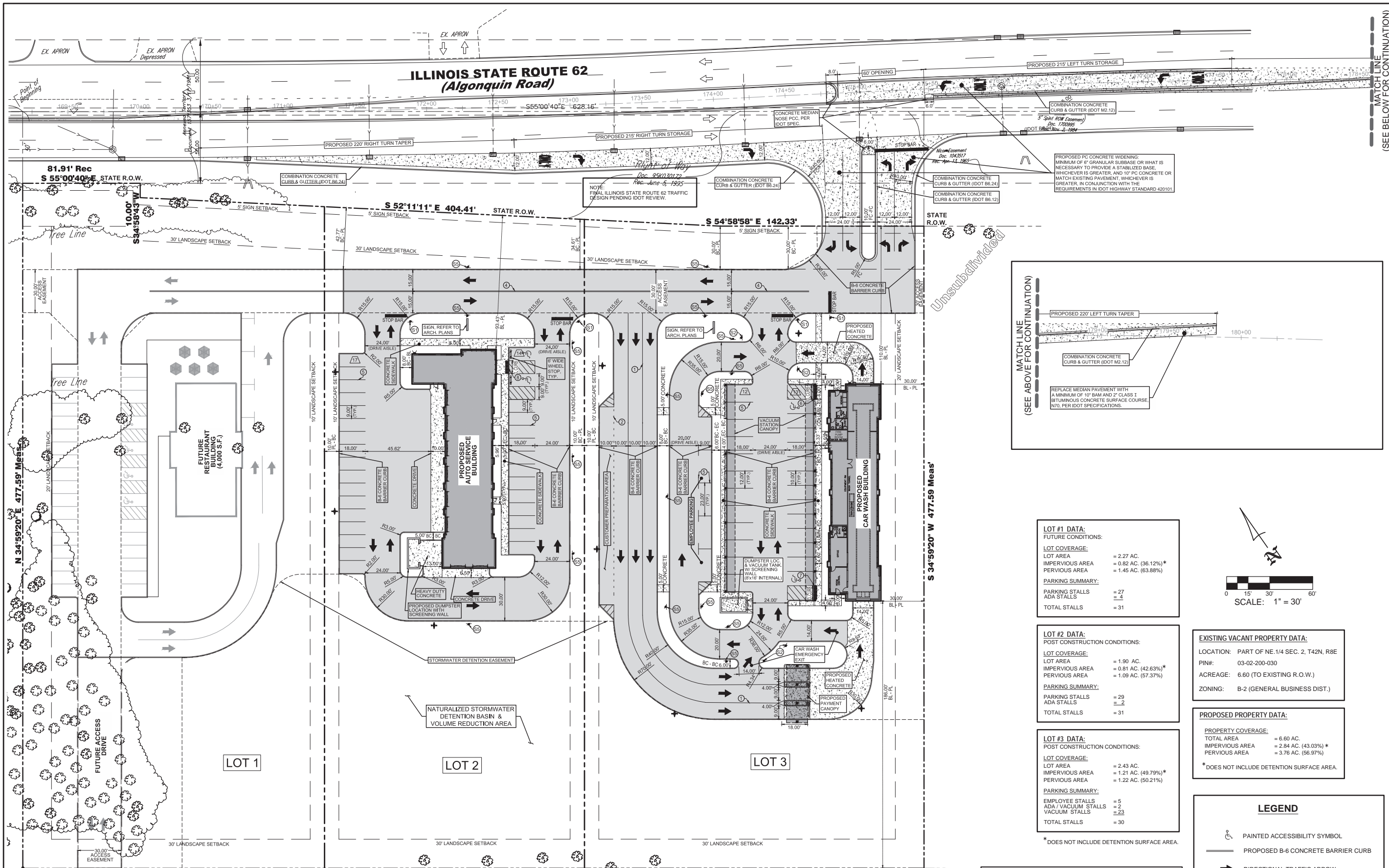
FINAL ENGINEERING
 FOR
SITE IMPROVEMENTS

CAR WASH FACILITY
 RT. 62 & LAKE COOK RD.
 ALGONQUIN, IL

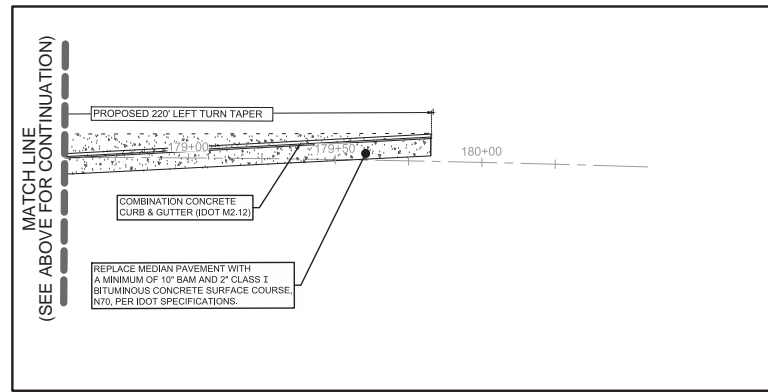
DESIGNED BY	M E
DRAWN BY	B
DATE	
PROJECT	

GEOMETRIC PLAN

HEET N MBER



PROPOSED PC CONCRETE WIDENING: MINIMUM OF 6" GRANULAR SUBBASE OR WHAT IS NECESSARY TO PROVIDE A STABILIZED BASE, WHICHEVER IS GREATER, AND 10" PC CONCRETE OR MATCH EXISTING PAVEMENT, WHICHEVER IS GREATER, IN CONJUNCTION WITH THE REQUIREMENTS IN IDOT HIGHWAY STANDARD 420101



LOT #1 DATA:
 FUTURE CONDITIONS:
LOT COVERAGE:
 LOT AREA = 2.27 AC.
 IMPERVIOUS AREA = 0.82 AC. (36.12%)*
 PERVIOUS AREA = 1.45 AC. (63.88%)
PARKING SUMMARY:
 PARKING STALLS = 27
 ADA STALLS = 4
 TOTAL STALLS = 31

LOT #2 DATA:
 POST CONSTRUCTION CONDITIONS:
LOT COVERAGE:
 LOT AREA = 1.90 AC.
 IMPERVIOUS AREA = 0.81 AC. (42.63%)*
 PERVIOUS AREA = 1.09 AC. (57.37%)
PARKING SUMMARY:
 PARKING STALLS = 29
 ADA STALLS = 2
 TOTAL STALLS = 31

LOT #3 DATA:
 POST CONSTRUCTION CONDITIONS:
LOT COVERAGE:
 LOT AREA = 2.43 AC.
 IMPERVIOUS AREA = 1.21 AC. (49.79%)*
 PERVIOUS AREA = 1.22 AC. (50.21%)
PARKING SUMMARY:
 EMPLOYEE STALLS = 5
 ADA/VACUUM STALLS = 2
 VACUUM STALLS = 23
 TOTAL STALLS = 30

* DOES NOT INCLUDE DETENTION SURFACE AREA.

EXISTING VACANT PROPERTY DATA:
 LOCATION: PART OF NE 1/4 SEC. 2, T42N, R8E
 PIN#: 03-02-200-030
 ACREAGE: 6.60 (TO EXISTING R.O.W.)
 ZONING: B-2 (GENERAL BUSINESS DIST.)

PROPOSED PROPERTY DATA:
PROPERTY COVERAGE:
 TOTAL AREA = 6.60 AC.
 IMPERVIOUS AREA = 2.84 AC. (43.03%)*
 PERVIOUS AREA = 3.76 AC. (56.97%)
 * DOES NOT INCLUDE DETENTION SURFACE AREA.

LEGEND

- PAINTED ACCESSIBILITY SYMBOL
- PROPOSED B-6 CONCRETE BARRIER CURB
- DIRECTIONAL TRAFFIC ARROW
- PROPOSED BITUMINOUS PAVEMENT (REFER TO VILLAGE PARKING LOT PAVEMENT STANDARDS IN DETAILS)
- PROPOSED CONCRETE
- PARKING STALLS IN EACH ROW
- PROPOSED SITE LIGHT (REFER TO ARCHITECTURE PLANS)
- PROPOSED TRAFFIC CONTROL SIGN

- PLAN KEY NOTES:**
- 4" WIDE WHITE PAVEMENT LANE MARKING.
 - 4" WIDE WHITE PAVEMENT LANE MARKING; 2' DASH WITH 3' SKIP.
 - SINGLE 4" WIDE YELLOW PAVEMENT LANE MARKING.
 - DOUBLE 4" WIDE YELLOW PAVEMENT LANE MARKING (8" O.C.).
 - 4" WIDE WHITE PAVEMENT STALL MARKING.
 - ADA SIGN MOUNTED TO CANOPY POST & DETECTABLE WARNING PLATES @ D. CURB.
 - ADA SIGN WITH VAN ACCESSIBLE SIGN MOUNTED TO CANOPY POST & DETECTABLE WARNING PLATES @ D. CURB.
 - ADA SIGN MOUNTED TO POST & DETECTABLE WARNING PLATES @ D. CURB.

PROPOSED TRAFFIC SIGN KEY:

(S1) STOP SIGN AND 24" WIDE WHITE STOP BAR (SIGN SIZE 30" x 30")	(S3) LEFT TURN ONLY SIGN - STANDARD R3-5 SIGN (SIGN SIZE 30" x 36")
(S2) DO NOT ENTER SIGN (SIGN SIZE 30" x 30")	(S4) RIGHT TURN ONLY SIGN - STANDARD R3-5 SIGN (SIGN SIZE 30" x 36")
	(S5) FIRE LANE, NO PARKING SIGN - STANDARD R8-31 SIGN (SIGN SIZE 12" x 18")

- NOTES:**
- ALL DIMENSIONS ARE FROM FACE OF CURB, EDGE OF PAVEMENT, FACE OF BUILDING OR PERPENDICULAR TO PROPERTY LINE UNLESS OTHERWISE NOTED.
 - PAVEMENT STRIPING DIMENSIONS ARE FROM CENTER OF STRIPE.
 - ABBREVIATIONS:
 BC = BACK OF CURB
 BL = BUILDING FACE/FOUNDATION LINE
 C-C = CENTER TO CENTER
 D. CURB = DEPRESSED CURB
 EC = EDGE OF CONCRETE
 EP = EDGE OF PAVEMENT
 FC = FACE OF CURB
 PL = PROPERTY LINE
 R = RADIUS
 TYP. = TYPICAL

Unsubdivided

MATCH LINE (SEE BELOW FOR CONTINUATION)

Unsubdivided



1916
11/6/2019 10:26:00 AM
AC-1



1916
11/6/2019 10:26:01 AM
AC-2



1916

11/6/2019 10:26:02 AM

AC-3



1916

11/6/2019 10:26:02 AM

AC-4



1916

11/6/2019 10:26:03 AM

AC-5



1916
11/6/2019 10:26:04 AM
AC-6



1916

11/6/2019 10:26:04 AM

AC-7



1916
11/6/2019 10:26:05 AM
AC-8



1916
11/6/2019 10:26:06 AM
AC-9

ORDINANCE NO. 2020 - O - 25

An Ordinance Approving a Preliminary PUD, Preliminary Plat, Final Plat of Subdivision, Final Planned Unit Development and Special Use Permit for an Automotive Car Wash on Lot 1, and Special Use Permits for an Automobile Tire and Repair Facility on Lot 2, and Drive Through Restaurant with Outdoor Seating on Lot 3, On Property Near the Southeast Corner of Route 62 and Compton Drive

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; and

WHEREAS, the Village of Algonquin has been requested by a petition signed by Nebojsa Dupor, the contract purchaser, to approve a Preliminary PUD, Preliminary Plat, Final Plat of Subdivision, Final Planned Unit Development and Special Use Permit for an Automotive Car Wash on Lot 1, and Special Use Permits for an Automobile Tire and Repair Facility on Lot 2, and Drive Through Restaurant with Outdoor Seating on Lot 3, On Property Near the Southeast Corner of Route 62 and Compton Drive, which property is legally described as follows:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHEAST QUARTER WITH THE CENTER LINE OF STATE ROUTE 62, THENCE SOUTH 55 DEGREES 00 MINUTES 40 SECONDS EAST ALONG SAID CENTER LINE, 264.91 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 55 DEGREES 00 MINUTES 40 SECONDS EAST ALONG SAID CENTER LINE 628.16 FEET; THENCE SOUTH 34 DEGREES 59 MINUTES 20 SECONDS WEST 527.59 FEET; THENCE NORTH 55 DEGREES 00 MINUTES 40 SECONDS WEST AND PARALLEL TO SAID CENTER LINE 628.16 FEET; THENCE NORTH 34 DEGREES 59 MINUTES 20 SECONDS EAST, 527.59 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

the ("Subject Property"); and

WHEREAS, a public hearing was held before the Algonquin Planning and Zoning Commission on December 9, 2019, after due notice in the manner provided by law; and

WHEREAS, the Algonquin Planning and Zoning Commission, after deliberation, has made a report and recommended the approval of said Preliminary PUD and plat, final plat of subdivision, final planned unit development for Lot 1, and special use permits for the Subject Property; and

WHEREAS, the Village Board of Trustees has considered the findings of fact, based upon the evidence presented at the public hearing to the Algonquin Planning and Zoning Commission by the petitioners.

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: The preliminary planned unit development, preliminary plat, final plat of subdivision, final planned unit development for Lot 1 are hereby approved and special use permits for an automotive car wash on Lot 1, automotive tire and repair facility on Lot 2, and drive-through

restaurant with outdoor seating on Lot 3 is hereby issued, subject to the following documents and conditions:

- A. The site construction, utility installation and grading shall not commence until a Site Development Permit has been issued by the Village and all offsite and onsite utilities serving the subject property shall be underground, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency.
- B. The Final Plat of Subdivision prepared by Land Surveying Services, dated 10/25/2019 and revised 4/22/2020, shall be revised to incorporate the comments noted herein and in the December 3, 2019 and May 19, 2020 memoranda from Christopher Burke Engineering, the December 2, 2019 and May 4, 2020 memoranda from the Algonquin-Lake in the Hills Fire District, and subject to Public Works approval in accordance with their memos dated December 5, 2019 and May 14, 2020. The plat shall include cross access easements to the east, west and south property lines, to provide the opportunity for future cross-access to adjacent properties.
- C. The Site Plan prepared by Terra Consulting dated November 7, 2019 and revised April 22, 2020, shall be revised to incorporate the comments noted below as well as the December 3, 2019 and May 19, 2020 memoranda from Christopher Burke Engineering, the December 2, 2019 and May 4, 2020 memoranda from the Algonquin-Lake in the Hills Fire District, and subject to Public Works approval in accordance with their memos dated December 5, 2019 and May 14, 2020.
- D. The Final Engineering Plans prepared by Terra Consulting with the latest revision date of November 7, 2019 and revised April 22, 2020, shall be revised to incorporate the comments noted below as well as the December 3, 2019 and May 19, 2020 memoranda from Christopher Burke Engineering, the December 2, 2019 and May 4, 2020 memoranda from the Algonquin-Lake in the Hills Fire District, and subject to Public Works approval in accordance with their memos dated December 5, 2019 and May 14, 2020. The developer shall alter the water main routes through the site to revise water main size, hydrant locations and proposed fire department connections (FDC) for each building as outlined in the accompanying review memos. A fire hydrant is required within 100 feet of each FDC.
- E. The Landscape Plan as prepared by Neri Architects dated 11/6/2019 and updated 4/22/2020 shall be revised to incorporate the comments noted below and the December 3, 2019 and May 19, 2020 memoranda from Christopher Burke Engineering, the December 2, 2019 and May 4, 2020 memoranda from the Algonquin-Lake in the Hills Fire District, and subject to Public Works approval in accordance with their memos dated December 5, 2019 and May 14, 2020.
- F. A tree survey was done for the site and payment for any tree loss in excess of the proposed replacement –calculated by Public Works in a memo dated December 3, 2019 – shall be the responsibility of the developer. Foundation and clusters of landscaping shall be added to the Car Wash site to dramatically improve the landscape plan.
- G. The exterior elevations of the car wash and automotive tire and service building as prepared by Neri Architects with the latest revision date of 11-6-2019 shall be revised to show a maximum of two wall signs. The windows and all steel or aluminum accessory structures, supports, roof and trim shall be black or dark bronze anodized aluminum, consistent with

what is depicted on the elevations. Dumpster enclosures shall be constructed of masonry material that match the principal structure and have solid wooden doors that securely latch closed. The locations of the car wash vacuums shall be shown on the revised plans and the color of the vacuums shall match the building's black or bronze anodized storefront window system.

- H. The exterior elevations of the Goodyear building shall be revised as in paragraph 6, above, and final materials and details shall be submitted with application for Final PUD approval.
- I. Each building shall be permitted two wall signs, and meet Village Code standards for dimensions and lettering size. The ground signs shall be consistent with the enclosed rendering and have matching brick and masonry on all sides, a decorative masonry cap and foundation landscaping that is attractive throughout the year. The fourth ground sign located at the main entrance shall not be allowed. The following signs shall be prohibited, at all times: inflatable signs, flags, banners, pennants or any temporary or portable signs.
- J. The main entrance location is subject to IDOT review and approval. The Car Wash site shall be reconfigured to prevent vehicles from exiting the car wash directly onto the frontage road, to minimize the number of curb cuts, and eliminate the small offset on the main entrance by consolidating the drive lanes and interior vehicle maneuvering.
- K. The Photometric Plan, as prepared by PE Enlighten dated 10/29/2019 and updated 4/16/2020 shall be revised to incorporate the comments noted below and the December 3, 2019 and May 19, 2020 memoranda from Christopher Burke Engineering, the December 2, 2019 and May 4, 2020 memoranda from the Algonquin-Lake in the Hills Fire District, and subject to Public Works approval in accordance with their memos dated December 5, 2019 and May 14, 2020.
- L. The parking lot light fixtures shall meet Village standards with 25 foot poles, metal halide or LED lights, full cutoff lens flush with the housing, downcast lighting, all flat black in color. The building mounted lights shall be downcast, lens flush with housing and metal halide or LED, and black in color. The Village Board shall have the right to review light levels and require a change if deemed inappropriate light levels.
- M. All roof-mounted or ground located mechanical equipment shall be screened with an appropriate architectural element or landscaping.
- N. The Private Property Enforcement Agreement shall be executed with the Algonquin Police Department prior to the issuance of any Certificate of Occupancies.
- O. All operations shall occur within an enclosed building(s), except those specifically allowed as part of this approval (such as vacuuming and drying vehicles). All doors shall be kept closed except when vehicles are entering or exiting the buildings. No materials or products may be stored outside the buildings at any time, and no vehicle service or repair shall occur outside the building except those specifically allowed as part of this approval.

SECTION 2: That all requirements set forth in the Algonquin Zoning Ordinance, as would be required by any owner of property zoned in the same manner as the Subject Property shall be complied with, except as otherwise provided in this Ordinance.

SECTION 3: The findings of fact on the petition to approve the preliminary planned unit development and preliminary plat, final plat of subdivision, final planned unit development and special use permits are hereby accepted.


SECTION 4: 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 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

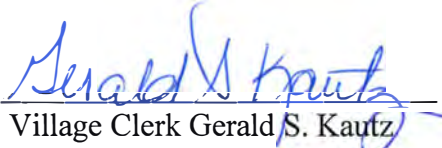
SECTION 6: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Aye: Sosine, Spella, Steigert, Glogowski, Jasper, Brehmer
Nay: None
Absent: None
Abstain: None

APPROVED:


Village President John C. Schmitt

(SEAL)

ATTEST: 
Village Clerk Gerald S. Kautz

by: 
Deputy Village Clerk Michelle Weber

Passed: July 7, 2020
Approved: July 7, 2020
Published: July 8, 2020

Prepared by:
Village Staff

Reviewed by:
Kelly Cahill, Village Attorney
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, Illinois 60014

A Memo From...



VILLAGE OF ALGONQUIN

To: Tim Schloneger

From: Michelle Weber

Date: March 18, 2022

Re: Public Arts Commission

In 2005, the Village developed the Public Arts Commission as an advisory commission to the Village Board to help with various policies, procedures, events and other Art related projects. There are many successes and accomplishments in the community as a result of the many dedicated hours that the commissioners have given throughout the years. However, in the past years the role of the Commission has changed, and there have been issues recruiting new volunteers to fill the commission. With that said, staff recommends repealing certain portions of Chapter 15, Public Art (15.04 Algonquin Public Arts Commission Creation; 15.05 Commission Purpose; 15.06 Commission, Appointment, Composition; 15.07 Meetings, Reporting and Record Keeping; 15.08 Commission Funding; 15.09 Commission Duties).

Staff will assume much of the duties previously assigned to the Commission, and will continue to seek community input involvement on a project by project basis - such as involving the community with the Art on the Fox event.

ORDINANCE NO. 2022 - O -

***An Ordinance Amending Chapter 15, Public Art,
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: With regard to the existing Public Arts Commission, previously created by the Village Board on an ad hoc basis, this commission is hereby dissolved and henceforth, any public arts matters ~~shall to~~ be handled by ~~the staff shall be~~ at the direction of the Village Board, or its designee.

SECTION 2: Chapter 15, Public Act, of the Algonquin Municipal Code shall be amended as follows:

Chapter 15
PUBLIC ART

- 15.01 Purpose
- 15.02 Area of Applicability
- 15.03 Public Art Requirements for Private Developments
- ~~15.04 Algonquin Public Arts Commission Creation~~
- ~~15.05 Commission Purpose~~
- ~~15.06 Commission Appointment, Composition~~
- ~~15.07 Meetings, Reporting and Record Keeping~~
- ~~15.08 Commission Funding~~
- ~~15.09 Commission Duties~~
- 15.10 Public Art Reserve Fund

15.01 **PURPOSE**

The purpose and intent of this Chapter is to encourage the placement of artwork throughout the Village consistent with the goals and implementation guidelines of the Algonquin Public Art Master Plan, which was approved by the Village Board on April 5, 2005, and incorporated into this Chapter by reference. Furthermore, it is the intent of this Chapter to:

1. Enhance the Village’s sense of place in the region by providing unique artwork throughout the community in a manner unlike any other place in the area.
2. Strengthen community identity, spirit, and collective cultural experience through the placement of public art throughout the Village.
3. Generate a positive image that attracts visitors and potential investors, including new home buyers, business owners, and developers.

4. Create a public art collection primarily with temporary artwork loans, developer donations, and gifts.
5. Identify and develop stable funding mechanisms, including the creation of a public art reserve fund, to ensure that resources are available to create, preserve, and inventory public art works.

~~6. Define the role of the Algonquin Public Arts Commission.~~

15.02 AREA OF APPLICABILITY

The placement of public art shall occur throughout the corporate limits of the Village. All property to be annexed or approved for a planned development shall conform to the standards of this Chapter.

15.03 PUBLIC ART REQUIREMENTS FOR PRIVATE DEVELOPMENTS

As part of its review of a petition for annexation or planned development, the Village Board shall require that a private property owner and/or developer shall contribute to the public art program in one of the following ways:

1. **Provide and Maintain Their Own Artwork:** A developer may identify a clearly visible and accessible public space within the development and erect and maintain a work of art that is consistent with the artwork selection criteria identified in the Algonquin Public Art Master Plan. The scale of the art elements in the private development shall be commensurate with the scale of the development and its location. The owner of the project shall retain responsibility for maintenance and regular upkeep of any public art enhancements. If, for any reason, the required public art in a project is removed, destroyed, or has deteriorated, the owner is responsible for removal and replacement with comparable artwork, which shall be reviewed and approved by Village staff, ~~the Algonquin Public Arts Commission~~, and the Village Board.
2. **Reserve a Display Site and Pay a Fee:** A second option is for the developer to identify a clearly visible and accessible public space within the development and dedicate the space to the Village as a formal reserved public art display location. The developer shall also be required to pay a fee in lieu of installing and maintaining the artwork. The developer shall, however, receive an amount identified in Appendix B as credit against the fee required herein for providing and reserving the space. The Village shall then be responsible for finding an appropriate piece of artwork for the reserved space.
3. **Contribution to Public Art Reserve Fund:** In private development projects where public art elements would normally be required but where Village staff finds that location, siting, or scale makes provision of public art enhancements inappropriate or impossible, or staff agrees to the applicant's preference to not integrate a public art element into the project, the equivalent public art funds shall be placed into a Public Art Reserve Fund maintained by the Village. Such funds shall enable art enhancements to be sited elsewhere within the Village at a location identified in the Algonquin Public Art Master Plan and as close to the development as possible. The fee schedule for the required payment is listed in Appendix B.

For mixed use projects, the developer/owner shall pay fees as noted in Appendix B on both the commercial square footage and the number of residential units.

4. **Compliance Time Frame:** If a private development sets aside a display area for public art, said site shall be reviewed and approved by Village staff prior to the issuance of a site development permit. If a private development sets aside a display area for public art and erects a piece of artwork, said artwork must be in place prior to the issuance of the first certificate of occupancy on the subject property. Any payments into the public art master plan reserve fund shall be made prior to the issuance of a building permit.

~~15.04 ALGONQUIN PUBLIC ARTS COMMISSION CREATION~~

~~There is hereby created the Algonquin Public Arts Commission ("Commission" for purposes of this Chapter), an ad hoc organization of the Village for at least a 2-year period from the appointment date of the initial Commission members. The Village Board may extend the term of the ad hoc commission if it decides additional time is needed for the Ad Hoc Commission to carry out its duties.~~

~~15.05 COMMISSION PURPOSE~~

~~The Commission is charged with the purpose and goal of fostering the placement of public art throughout the community consistent with the Algonquin Public Art Master Plan.~~

~~15.06 COMMISSION APPOINTMENT, COMPOSITION~~

~~A. Appointment: The Commission shall consist of 7 members, appointed by the President with the advice and consent of the Village Board.~~

~~B. Qualifications of Commissioners: It is the primary consideration that qualified persons have demonstrated an interest in visual art. At no time shall more than 2 members be nonresidents of the Village.~~

~~C. Terms of Office, Vacancies: The term of the Commissioners shall be 3 years, staggered over 3 years, beginning May 1.~~

~~D. Officers: The President, with the advice and consent of the Village Board, shall annually appoint a chairperson from among the Commissioners. The Commission may appoint or elect from their members a vice chairperson.~~

~~E. Compensation: Members of the Commission shall not be compensated for serving on the Commission.~~

~~15.07 MEETINGS, REPORTING AND RECORD KEEPING~~

~~The Commission shall comply with the Open Meetings Act. Minutes shall be submitted to the Village Board on a timely basis. The Commission shall meet on an as-needed basis. Village staff shall schedule Commission meetings.~~

~~15.08 COMMISSION FUNDING~~

~~The Village Board may appropriate funds to carry out the duties of the Commission consistent with the approved budget and with all expenses approved by the Village Manager. Other than those funds appropriated and approved by the Village Board, the Commission shall not be authorized to expend municipal funds.~~

~~15.09 COMMISSION DUTIES~~

~~The Commission shall:~~

- ~~1. Function as an advisory commission to the Village Board.~~
- ~~2. Recommend public art program policies and procedures to the Village Board.~~
- ~~3. Formulate Public Art Display Plans on an as-needed basis with Village staff which shall be submitted to the Village Board for approval.~~
- ~~4. Provide recommendations to Village staff and the Village Board regarding municipal art projects, as needed.~~
- ~~5. Identify local artists who are willing to display their work under the guideline outlined in the approved Algonquin Public Art Master Plan.~~
- ~~6. Recommend utilization of monies in the Public Art Reserve Fund to the Village Manager and the Village Board.~~
- ~~7. Provide status reports on current public art projects to the Village Board.~~
- ~~8. Coordinate public art loans and artwork submittals with Village staff.~~
- ~~9. Recommend and help coordinate with Village staff art education and appreciation programs in order to help stimulate community wide interest in the implementation of the Public Art Master Plan.~~
- ~~10. Serve as community liaisons, resources and advocates for implementation of the Public Art Master Plan.~~
- ~~11. Create specific criteria that helps identify appropriate pieces of art for public display and establish standards for their secure placement and display in the community.~~
- ~~12. Commissioners who are artists shall be eligible to participate in Village-sponsored art related programs and activities; however, Commissioners shall be required to follow all of the regulations and application requirements of each program, will not be eligible for any awards or monetary compensation, and may not evaluate or form recommendations to the Village Board or another similar jury/review panel regarding their submittals.~~

15.104 PUBLIC ART RESERVE FUND

The Village Board shall establish and maintain a Public Art Reserve Fund. All developer payments and donations to the public art program shall be deposited in the Public Art Reserve Fund. The Public Art Reserve Fund shall be used for the acquisition, maintenance and publicity of artwork displayed as part of the Algonquin Public Art Master Plan implementation.

SECTION 3: 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 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: 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:

(SEAL)

APPROVED:

Village President Debby Sosine

ATTEST: _____
Village Clerk Fred Martin

Passed: _____
Approved: _____
Published: _____

Prepared by:
Kelly Cahill, Village Attorney
Zukowski, Rogers, Flood & McArdle
50 Virginia Street, Crystal Lake, Illinois 60014

CERTIFICATION

I, Fred Martin, do hereby certify that I am the duly elected and qualified Clerk of the Village of Algonquin, McHenry and Kane Counties, Illinois, and that as such Clerk, I am the keeper of the ordinances, records, corporate seal and proceedings of the President and Board of Trustees of said Village.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of Algonquin, held on the _____ day of _____, 2022, the foregoing Ordinance entitled *An Ordinance Amending Chapter 15, Public Art, the Algonquin Municipal Code*, was duly passed and approved by the President and Board of Trustees of the Village of Algonquin.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have affixed my name as Clerk and caused the seal of said Village to be affixed hereto this _____ day of _____, 2022.

Fred Martin, Village Clerk
Village of Algonquin,
McHenry and Kane Counties, Illinois

(VILLAGE SEAL)



VILLAGE OF ALGONQUIN

To: Tim Schloneger
 From: Michelle Weber
 Date: March 14, 2022
 Re: Cemetery Maintenance & Interment Services

The Village of Algonquin is responsible for the maintenance and interment services for the Algonquin Cemetery. The Village contracts with Professional Cemetery Services. The current contract will expire April 30, 2022. Staff has negotiated a four-year agreement with Professional Cemetery Services. The same level of service delivery is expected to continue in the new contract agreement. Below is the summary of the increased fees:

INTERMENT FEES

Full Burial		Current Pricing	5/1/22 - 4/30/24	% Increase	5/1/24- 4/30/26	% Increase
	Monday - Friday	\$ 850.00	\$ 850.00	0.0%	\$ 900.00	5.6%
	Saturday	\$ 850.00	\$ 975.00	14.7%	\$ 1,025.00	4.9%
	Sunday/Holiday	\$ 1,700.00	\$ 1,700.00	0.0%	\$ 1,800.00	5.6%
Cremation		Current Pricing	5/1/22 - 4/30/23	% Increase	5/1/24- 4/30/26	% Increase
	Monday - Friday	\$ 300.00	\$ 425.00	41.7%	\$ 475.00	10.5%
	Saturday	\$ 300.00	\$ 550.00	83.3%	\$ 600.00	8.3%
	Sunday/Holiday	\$ 600.00	\$ 850.00	41.7%	\$ 950.00	10.5%

When interment includes additional cremains, at the same time of the burial, the following fee will be added to the cost of the burial:

+1 Fee Schedule	Current Pricing	5/1/22 - 4/30/23	% Increase	5/1/24- 4/30/26	% Increase
Monday - Friday	\$ -	\$ 212.50	-	\$ 237.50	10.5%
Saturday	\$ -	\$ 275.00	-	\$ 300.00	8.3%
Sunday/Holiday	\$ -	\$ 425.00	-	\$ 475.00	10.5%

MAINTENANCE FEES

Monthly Maintenance	Current Pricing	5/1/22 - 4/30/24	% Increase	5/1/24- 4/30/26	% Increase
	\$ 1,602.00	\$ 1,776.60	10.9%	\$ 1,865.43	4.8%
Seasonal Cleanup		Current Pricing	5/1/22 - 4/30/26	% Increase	
	Spring	\$ 100.00	\$ 200.00	100.0%	
	Fall	\$ 100.00	\$ 200.00	100.0%	

With the exception of the fee schedule, the service agreement has not changed. You will notice, when interring more than one cremains at a time an additional fee of 50% of the single interment of cremains will be charged. This will offset the cost of the larger ground opening and additional time spent by the contractor at the grave site.

I have attached the 2017 agreement noting redline new fees/changes.



Double Urn burials

I've been researching cemetery practices across the country, through the contacts I've made in the International Cemetery Crematory and Funeral Association, and it's with these findings that I turn to you to offer my professional advice regarding cemetery policy and pricing.

Recently there has been an uptick in the number of families requesting burials for two family members at the same time. In some cases, an urn is placed inside a casket for burial, but most of these occurrences have involved two urns.

While the family benefits from convenience and cost savings, the financial loss to the cemetery is growing. Not charging for the added responsibility of interring a second person has a compounding negative impact on the perpetual care and income of the cemetery.

Each individual buried in the cemetery, regardless of the disposition type, must share in the current overhead and future perpetual care costs of the cemetery. Each individual, regardless of time of disposition, comes with a separate and essential requirement to: maintain and file with the state vital records, maintain the cemetery grounds and provide for future cemetery expenses... into perpetuity. While more than one individual may be buried in each space, not charging appropriately may lead to a shortfall in your ability to cover these expenses. Additionally, other charges are routinely being charged by other cemeteries and should be adopted by you.

I strongly encourage you to adopt the following policies and practices:

When two cremated remains are interred at the same time, the second will be charged ½ the current opening/closing service fee.

Charge an amount above my current fee for services to the client. (This helps provide additional income to offset your current administrative costs and cost of the infrastructure/supplies needed to maintain burial records.)

It is my hope that this information is helpful in guiding your cemetery management decisions.

Sincerely

Mark Christopherson
Professional Cemetery Services



March 1, 2022

Dear Funeral home and or Cemetery

Effective 4-1-22 the grave opening/closing costs will increase. Below is a list of the new prices. Please continue to use the “grave opening” request form on my website Procemeteryservices.com to request an opening.

As always, please reach out if you have any questions.

Monday- Friday arriving at the cemetery before 3PM (call for price after 3PM)

- Full burial \$850.00
- Cremation Urn burial \$425.00 “Double” urn burial 1 ½ price \$637.50
- Infant burial \$150.00

Saturday arriving at the cemetery before 3PM (call for price after 3PM)

- Full burial \$975.00
- Cremation Urn burial \$550.00 “Double” urn burial 1 ½ price \$825.00
- Infant burial \$275.00

Sunday and Holidays are DOUBLE

- Full burial \$1700.00
- Cremation Urn burial \$850.00 “Double” urn burial 1 ½ price \$1275.00
- Infant burial \$300.00

14X14 tents are available for cremation and infant burials as well. \$225.00

Thank you

Mark Christopherson
President

AGREEMENT FOR MAINTENANCE AND EXCAVATION FOR INTERMENT
OF THE ALGONQUIN CEMETERY

THIS AGREEMENT entered this day of May ____, 20~~22~~²¹, by and between the Village of Algonquin, an Illinois Municipal Corporation ("VILLAGE"), and Professional Cemetery Services ("Contractor").

IN CONSIDERATION of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Contractor shall undertake a maintenance program for the Village of Algonquin Cemetery during the agreement period beginning May 1, 20~~22~~²¹, and ending April 30, 20~~22~~²⁶. This Agreement shall automatically be extended for four (4) successive one (1)-year terms (the "Renewal Terms") on the same terms and conditions as set forth herein, unless the VILLAGE notifies the Contractor in writing of its intention not to renew at least sixty (60) days prior to commencement of the succeeding Renewal Term. Said maintenance shall include, but not be limited to: cutting of grass as deemed necessary and appropriate by the Village; trimming around monuments, markers, and trees as deemed necessary and appropriate by the Village; leaf raking, snow removal and evergreen trimming as deemed necessary and appropriate by the Village, with special attention given on holidays; and any and all other maintenance work necessary or desirable to keep said Cemetery in a well-maintained condition.
2. Contractor shall be responsible to maintain a workable and safe landscape grade over the entire cemetery property. Such work may entail minor top-dressing with first quality, pulverized soil, seeding and fertilizing to stimulate germination.
3. Contractor shall also be responsible to make professional and workmanlike repairs to any markers and gravestones damaged by the equipment and/or the employees of the contractor in the execution of the work outlined in this contract. Such repairs will be made using materials and methods commonly used by monument craftsmen to make such repairs. Markers damaged beyond repair by the Contractor will be replaced, in kind, at the sole cost of the Contractor. Contractor will confer and coordinate with the Village prior to making such repairs.
4. Disposal of any and all debris generated during any of the maintenance activities above shall be the responsibility of the contractor and shall be done in an appropriate and workmanlike manner. Disposal of such debris shall be done off-site, in an approved dump site that accepts the type and quantity of debris being generated, or in a disposal site on Village property that is sanctioned and approved by the Director of Public Works, or his designee.
5. Contractor desires to provide interment excavation services to the Village. Excavation shall consist of the loosening, loading, transporting and depositing of all material, whether wet or dry, of every name and nature necessary to be removed for the purpose of forming the grave sites or for any other purpose necessary to complete the work described herein.
 - a. **OPENING SITE.** Contractor shall excavate gravesites for personal interment and shall clean away all excess earth, rubbish and rock from the excavation site which is not necessary for the closing of the site as described in Section E below.

- b. **SITE SPECIFICATIONS.** Contractor shall make said excavation in a good workmanlike manner, according to specifications adopted from time to time by the Village, and without limiting the foregoing: no grave site shall be less than four and one half (4 ½) feet in depth and no mound shall be raised on any grave exceeding twelve (12) inches in height above the surrounding surface.
- c. **BRACING, SHORING AND ANCHORING.** Contractor shall furnish all permanent and temporary bracing, shoring and anchoring required to make everything stable and secure.
- d. **INTERMENT.** Contractor shall, during the actual interment of the deceased, make sure the interment site and the surrounding area is clear of debris and other hazards as a result of the excavation and shall otherwise leave the site in a condition which does not detract from the burial ceremony, and which is customary in the grave digging industry.
- e. **CLOSING SITE.** Contractor shall close the gravesite on the day of interment. The site shall be closed in a good workmanlike manner according to specifications adopted from time to time by the Village and, without limiting the foregoing, the Contractor shall leave the site in good order, clean and tidy, well graded and free from weeds, rubbish or other debris.

Contractor shall be responsible to fill, grade and seed any areas of settlement due to interment excavations. Contractor shall also repair any settlement of markers and gravestones. Such repairs will be made in a workman like fashion, restoring the stones to a level and plumb position, utilizing structural fill of sand or limestone mechanically compacted in place. Such repairs will be made to any site for a period of three years from the date of interment.

- f. **DISPOSAL OF SPOILS.** Disposal of any and all spoils generated during the excavation of interment sites shall be the responsibility of the Contractor and shall be done in an appropriate and workmanlike manner. Disposal of such debris shall be done off-site, in an approved dumpsite that accepts the type and quantity of debris being generated, or in a disposal site on Village property that is sanctioned and approved by the Director of Public Works, or his designee.
6. Contractor shall complete the opening of a grave site according to the requirements described in Section 5 no later than 24 hours after being notified, either in person, by telecommunication or in writing, by the Village of its request to open a new grave site. If the notification is in writing, then it will be deemed complete three business days after posting in the United States mail, postage prepaid, to the Contractor's last known address. In the event Contractor fails to complete the opening of the grave site within the prescribed time, then Contractor shall be liable for all damage caused by said delay and shall

reimburse, indemnify and hold Village harmless from any and all loss, damage, costs and expenses, which Village may hereinafter suffer, incur, be put to, pay or lay out by reason of Contractor's delay, including, without limitation, all damage and loss relating to emotional distress being suffered by the deceased's family, additional mortuary expenses and fees for storage of the deceased during the delay, and costs incurred to retain an alternative excavator.

7. Contractor shall be held responsible and shall make good all damages to adjoining grave sites and property caused by execution of his work under the specifications set forth herein and shall reimburse, indemnify and hold Village harmless from any and all loss, damage, costs and expenses, which the Village may hereinafter suffer, incur, be put to, pay or lay out by reason of Contractor's damage to adjoining grave sites or property, including, but without limitation, all loss and damage relating to emotional distress being suffered by the family related to the deceased buried in the disturbed grave site.

Contractor shall be responsible for making professional and workmanlike repairs to any markers and gravestones damaged by the equipment and/or the employees of the Contractor in the execution of the work outlined in this contract. Such repairs will be made using materials and methods commonly used by monument craftsmen to make such repairs. Markers damaged beyond repair by Contractor will be replaced, in kind, at the sole cost of the contractor. Contractor will confer and coordinate with the Village prior to making such repairs.

8. Any subsurface or latent conditions at the gravesite, which were not contemplated by Contractor, shall not relieve Contractor from complying with the terms and conditions set forth herein, including, without limitation, the conditions contained within Section 6 above.
9. The Village, by the terms of this Agreement, grants to Contractor a non-exclusive right to lay the foundations and aprons for all new headstones for new gravesites, in accordance with standards set forth from time to time by the Public Works Department. The aprons must be constructed with granite.

10. RIGHTS TO HEADSTONE FOOTINGS FOR NEW GRAVESITES:

- a. The Village, by the terms of this Agreement, grants to Contractor, an exclusive right to lay the foundations and aprons for all new headstones for new gravesites, in accordance with standards set forth from time to time by the Public Works Department. The aprons must be constructed of granite.
- b. The Contractor is responsible for any faulty workmanship and/or any damage caused by faulty workmanship, as determined by the Village, including correcting any and all problems. All costs of repair shall be borne by the Contractor.
- c. Contractor shall charge a reasonable market rate to clients for this service.
- d. Should the Contractor fail to meet Village standards and expectations regarding this provision, the Village reserves the right to revoke this section of the Agreement.

11. In consideration for the maintenance services to be provided by Contractor, Village shall pay to

Contractor for said services in monthly installments according to the following schedule:

May 1, 2017 – April 30, 2018	\$1,550/month
May 1, 2018 – April 30, 2019	\$1,596/month
May 1, 2019 – April 30, 2020	\$1,643/month
May 1, 2020 – April 30, 2022	\$1,692/month
May 1, 2022 – April 30, 2024	\$1776.60/month
May 1, 2024 – April 30, 2026	\$1,865.43/month

12. The Village shall pay the contractor for each interment disinterment cremation as set forth below:

- a. Adult child interment disinterment: The Village shall pay the contractor for each adult child interment disinterment completed pursuant to the provisions of this Agreement the sum as set forth below, when such interment is opened ~~Monday through Saturday of the week prior to 3:00 p.m.~~ On Sunday or a Village holiday prices will double. When interring cremains at the same time as the full interment, a fee of 50% of the cremains interment fee will be added.

	<u>Interment</u>	<u>Disinterment</u>		
May 1, 2017 – April 30, 2018	\$700.00	\$1,100.00		
May 1, 2018 – April 30, 2019	\$750.00	\$1,100.00		
May 1, 2019 – April 30, 2020	\$800.00	\$1,250.00		
May 1, 2020 – April 30, 2022	\$850.00	\$1,250.00		
<u>Interment</u>	<u>Monday-Friday</u>	<u>Saturday</u>	<u>Sunday/Holiday</u>	<u>Disinterment</u>
May 1, 2022 – April 30, 2024	\$850.00	\$975.00	\$1,700.00	\$1,250.00
May 1, 2024 – April 30, 2026	\$900.00	\$1,025.00	\$1,800.00	\$1,250.00

- b. Infant interment disinterment: The Village shall pay contractor for each infant interment or disinterment completed pursuant to the provisions of this Agreement the sum ~~of \$150.00 as set forth below.~~ When such interment is completed opened Monday through Saturday of the week prior to 3:00 p.m. On Sunday or Village holiday \$300.00.

<u>Interment</u>	<u>Monday - Friday</u>	<u>Saturday</u>	<u>Sunday/Holiday</u>
May 1, 2022 – April 30, 2024	\$150.00	\$275.00	\$300.00
May 1, 2024 – April 30, 2026	\$200.00	\$325.00	\$400.00

- c. Cremations: The Village shall pay contractor for each cremation completed pursuant to the provisions of this Agreement the sum as set forth below, when such interment is opened ~~Monday through Saturday of the week. On Sunday or a Village holiday prices will double prior to 3:00 p.m.~~ When interring more than one cremains at the same time, an additional fee of 50% will be added to the interment fee.

	<u>Cremation</u>		
May 1, 2017 – April 30, 2018	\$300.00		
May 1, 2018 – April 30, 2019	\$300.00		
May 1, 2019 – April 30, 2020	\$300.00		
May 1, 2020 – April 30, 2022	\$300.00		
<u>Interment</u>	<u>Monday-Friday</u>	<u>Saturday</u>	<u>Sunday/Holiday</u>
May 1, 2022 – April 30, 2022	\$425.00	\$550.00	\$850.00
May 1, 2024 – April 30, 2026	\$475.00	\$600.00	\$950.00

13. The Village shall have the right, but not the obligation, to retain the contractor to do the following additional work for the consideration set forth below:

- a. Spring Cleanup ~~\$100.00~~ \$200.00

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b. Fall Cleanup	\$ 100.00 200.00
e. Spring Weed Spraying	\$825.00
d. Fall Weed Spraying	\$825.00

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Contractor should consult with the Village, prior to performing the above services, to ascertain if such services are needed and that time, and to obtain approval and dates for performing such services. The General Services Superintendent (or Director of Public Works) will determine the need for weed spraying, and the Village Manager's Office (or Director of Public Works) will be the contact for the spring and fall cleanups.

All pesticide application must be done by a certified operator who is working under the guidance of a licensed applicator who is certified through the regulations of the Illinois Department of Agriculture.

Immediately following any application of pesticides, the entire site must be posted in accordance with the regulations of the Illinois Department of Agriculture.

14. Contractor is an independent contractor and is in no way an employee or agent of the Village.
15. Contractor shall, during the terms of this Agreement:
 - a. Maintain workers' compensation and employers' liability insurance in amounts sufficient to protect himself from any liability or damage for injury (including death) to any of his employees, including any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.
 - b. Maintain public liability insurance in amounts sufficient to protect himself against all risks of damage or injury (including death) to property or persons wherever located, resulting from any action or operation under the contract or in connection with the excavations.
 - c. Maintain automobile liability insurance, including property damage, covering all owned or rented equipment used in connection with the excavations.

All insurance policies shall be issued by companies authorized to do business under the laws of the State in which the excavation will be done. The Village shall be identified as an "additional insured." Certificates of insurance evidencing such insurance and endorsement shall be filed, before excavation is started, with the Village.

Compliance by Contractor with the foregoing requirements as to carrying insurance and furnishing certificates shall not relieve the Contractor of their liabilities and obligations contained herein.

16. Contractor does hereby release the Village and hold the Village harmless from any damage, which Contractor might incur in connection with the activities contemplated by this agreement and shall indemnify and defend the Village from any claims against the Village of any kind whatsoever resulting directly or indirectly from the activities of the contractor, his agents, employees, or subcontractors arising out of the activities contemplated by this agreement.
17. This Agreement incorporates the entire agreement and understanding between the parties, and there are no oral agreements, understandings or representations between the parties, which are not reduced to writing herein. This Agreement may not be changed, modified or discharged except in writing executed by all parties hereto.

18. Contractor shall adhere to the rules and regulations set forth in the Algonquin Municipal Code and the Cemetery Oversight Act, 225 ILCS 411/5-1 et seq.

19. If Contractor should breach this agreement or any terms hereto, Village shall have any and all rights and remedies provided by law including, but not limited to, termination of this agreement and cessation of payments provided hereunder.

20. This Agreement shall be construed under the laws of the State of Illinois and any enforcement action shall be filed in the 22nd Judicial Circuit in McHenry County.

NOW THEREFORE, the parties hereto have set their name this ~~16th~~ day of ~~May, 2017~~ 2022.

VILLAGE OF ALGONQUIN
an Illinois Municipal Corporation

By: _____
Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

Professional Cemetery Services

Mark Christopherson, President

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VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

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

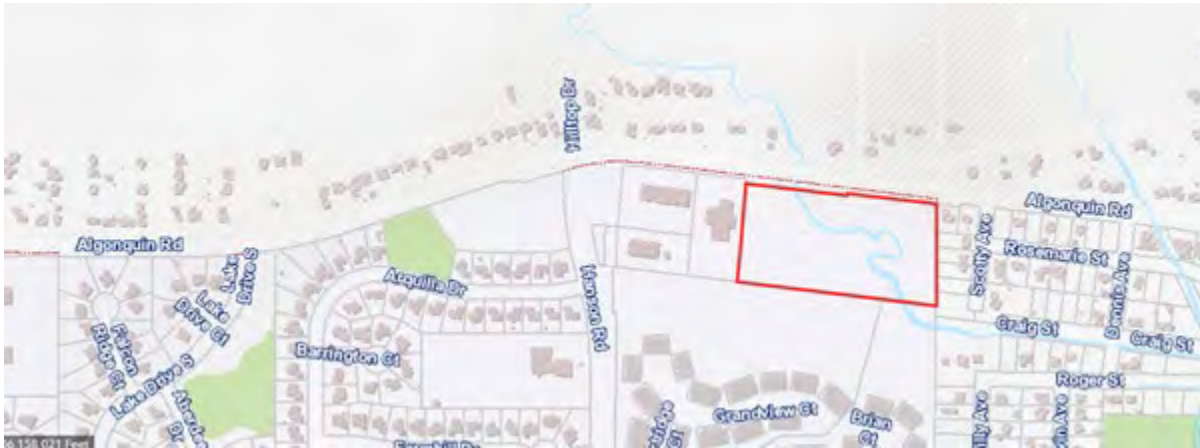
DATE: *April 7, 2022*

TO: Tim Schloneger

FROM: Michelle Weber

SUBJECT: Property Donation

Denk & Roche Builders, Inc. contacted the Village wanting to donate this vacant Property (19-28-158-010) along Algonquin Road to the Village of Algonquin, subject to the Village accepting responsibility for paying the 2022 taxes on the Property. The real estate taxes due in 2021 was \$10,818.68.



The Village desires to acquire and accept title to the Property from Denk & Roche Builders, Inc.

ORDINANCE NO. 2022 - O - _____

***An Ordinance Authorizing the Execution of Documents
to Effectuate the Donation of Real Property from
Denk & Roche Builders, Inc. to the Village of Algonquin***

WHEREAS, Denk & Roche Builders, Inc. is the record owner of a vacant lot known as Lot 5 in Woods Creek Commercial Park, located on Huntley/Algonquin Road in Algonquin, McHenry County, Illinois, and is assigned permanent index number of 19-28-158-010 (the “Property”); and

WHEREAS, Denk & Roche Builders, Inc. desires to donate, transfer and convey title to the Property to the Village of Algonquin (“Village”), subject to the Village accepting responsibility for paying the 2022 taxes on the Property; and the Village desires to acquire and accept title to the Property from Denk & Roche Builders, Inc.; and

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: The Village hereby agrees to accept title to the Property subject to the 2022 taxes and subsequent years’ taxes, which will be the responsibility of the Village. On behalf of the Village, the Manager and the Village Attorney, as appropriate, are authorized and directed to execute those documents that are necessary to effect and accomplish the donation of the Property to the Village, including but not limited to the appropriate IRS acknowledgement form to evidence such donation.

SECTION 2: 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 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: 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 Fred Martin
(SEAL)

Passed: _____

Approved: _____

Published: _____

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VILLAGE OF ALGONQUIN
MEMORANDUM

DATE: March 29, 2022

TO: Tim Schloneger, Village Manager

FROM: Todd A. Walker, SPHR, IPMA-CP, PDS
Human Resources Director

SUBJECT: Merit Compensation Plan Annual Approval

On an annual basis, usually in the Spring, staff provides the Village Board our recommendations for the next fiscal year Merit Compensation Plan as according to Section 2.3.2 of the Village Policy Manual. Once again, I am seeking the Board's consideration and approval on amending this document for the next fiscal year (2022/2023).

After reviewing internal and external equity and salary data of comparable communities, I am recommending the following changes:

1. We added a few titles to reflect changing responsibilities;
 - a. Grade 8: add "Police Records Supervisor"
 - b. Grade 9: add "Accounting Manager"

As usual, please let me know if you have any questions on the attached documents. I have attached the draft with the changes highlighted and the clean version for your consideration.

2.3.2. *Salary and Wage Ranges*

As part of the Village's merit compensation program, the Human Resources Director shall establish salary and wage ranges for all positions based on knowledge, skills, and abilities required for each position. Salary and wage ranges may be adjusted from time to time based on compensation surveys, labor market conditions, cost of living conditions, or other relevant factors.



Village of Algonquin

The Gem of the Fox River Valley

Fiscal Year 2022-2023 **MERIT COMPENSATION PLAN**

GRADE	JOB CLASSIFICATION	MONTHLY COMPENSATION		
		MINIMUM	CONTROL POINT	MAXIMUM
1	Office Clerk I / Receptionist I	\$3,670.13	\$4,334.43	\$4,998.74
2	Receptionist II / Account Clerk	\$3,890.86	\$4,588.93	\$5,286.99
3	Account Clerk I / Permit Clerk	\$4,139.50	\$4,874.84	\$5,610.19
4	Account Clerk II / Social Service Advocate	\$4,399.58	\$5,174.00	\$5,948.43
5	Administrative Specialist I / Account Clerk III	\$4,642.51	\$5,453.32	\$6,264.12
6	Property Maintenance Inspector / Administrative Specialist II / Utility Billing Coordinator / Accounts Payable Specialist	\$4,912.41	\$5,763.06	\$6,613.71
7	Human Resources Generalist / Administrative Assistant	\$5,198.99	\$6,092.88	\$6,986.78
8	Planner / Management Analyst / Innovation Analyst / Executive Assistant / Innovation and Technology Officer I / Police Records Supervisor	\$5,581.41	\$6,533.18	\$7,484.94
9	Building Inspector / Accountant / Asst. Innovation Coordinator / Accounting Manager	\$6,049.33	\$7,187.30	\$8,325.26
10	Plumbing Inspector / Electrical Inspector / Innovation Coordinator	\$6,506.11	\$7,597.05	\$8,688.00
11	Asst. to the Village Manager / Asst. Bldg. Commissioner / PW Supervisor / Recreation Superintendent / Senior Planner	\$7,252.94	\$8,420.59	\$9,588.24
12	Project Manager / Chief Utility Operator	\$7,747.73	\$9,105.29	\$10,462.84
13	PW Superintendent / Police Sergeant / Comptroller Community Development Deputy Director	\$8,342.28	\$9,900.45	\$11,458.62
14	Assistant PW Director / Building Commissioner	\$8,824.96	\$10,336.59	\$11,848.22
15	Human Resources Director / Deputy Police Chief	\$9,461.39	\$11,136.81	\$12,812.24
16	Chief Innovation Officer / Engineer - Asst. PW Director / Assistant Village Manager / Community Development Director	\$10,168.34	\$11,860.56	\$13,552.79
17	Police Chief / Public Works Director	\$10,845.07	\$12,897.59	\$14,950.12



Village of Algonquin

The Gem of the Fox River Valley

Fiscal Year 2022-2023 **MERIT COMPENSATION PLAN**

GRADE	JOB CLASSIFICATION	MONTHLY COMPENSATION		
		MINIMUM	CONTROL POINT	MAXIMUM
1	Office Clerk I / Receptionist I	\$3,670.13	\$4,334.43	\$4,998.74
2	Receptionist II / Account Clerk	\$3,890.86	\$4,588.93	\$5,286.99
3	Account Clerk I / Permit Clerk	\$4,139.50	\$4,874.84	\$5,610.19
4	Account Clerk II / Social Service Advocate	\$4,399.58	\$5,174.00	\$5,948.43
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17	Police Chief / Public Works Director	\$10,845.07	\$12,897.59	\$14,950.12



VILLAGE OF ALGONQUIN
MEMORANDUM

DATE: April 5, 2022

TO: Tim Schloneger

FROM: Michelle Weber

SUBJECT: Liquor Code Amendment

In accordance with an ordinance passed in 2013 limiting the number of allowable liquor licenses in all classes to the number of licenses issued at that time, the attached proposed ordinance adjusting the number of available liquor licenses in the following classes:

- Class A reduce from 5 to 3
- Class A-1 increase from 26 to 33
- Class A-3 elimination of this class as of May 1, 2022
- Class B-2 reduce from 8 to 7

Staff recommends the above adjustments to accommodate the May 1 class changes as well as the addition of a new applicant, The Oaks of Algonquin Senior Living, who recently applied for a Class A-1 license to go before the Liquor Commission for approval in the coming weeks. Upon approval of the above adjustments and the issuance of the liquor license to the Senior Living Facility, there will be no available liquor licenses.

Attachment

ORDINANCE NO. 2022 - O - ____
An Ordinance Amending Chapter 33, Liquor Control
and Liquor Licensing, 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: Section 33.07-B, Paragraphs 1, 2, 4 and 8 Number of Licenses Issued, of the Algonquin Municipal Code shall be amended as follows:

1. Three Class A license at any one time.
2. Thirty-Three Class A-1 licenses at any one time.
4. Zero Class B-3 at one time.
8. Seven Class B-2 at one time.

SECTION 2: 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 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect May 1, 2022, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:
Voting Nay:
Abstain:
Absent:

APPROVED:

(SEAL)

Village President, Debby Sosine

ATTEST: _____
Village Clerk, Fred Martin

Passed: _____
Approved: _____
Published: _____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: April 1, 2022

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *2022 Natural Area Maintenance*

Attached, you will find a copy of the agreement with Resource Environmental Solutions (formerly AES – Applied Ecological Services) for the 2022 maintenance of the Village’s restored natural areas.

Each fall I visit all of our natural area sites with an ecologist from RES. The sites are then assessed for maintenance needs and a plan is put together for the following year. Attached is a list of maintenance tasks for this year and the areas where they will take place.

Performing these types of maintenance activities each year assures us that our natural areas stay in excellent ecological condition. We control the invasive woody and weed species that pop up each year and would take over the sites if we were to forego maintenance, rendering them back to their degraded conditions.

RES has been performing this service for the Village for the past 10 years. They are intimately familiar with all of our sites. Their knowledge and experience in diligently carrying out our site assessments and maintenance protocols has left us with extremely healthy restorations and a green infrastructure network that functions almost flawlessly. For these reasons we would like to continue to use them for this work.

Funding for this work is budgeted in the Natural Area and Drainage Fund. Money in this fund is used for stormwater improvements and upgrades, as well as natural area maintenance and wetland/natural area projects.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of 2022 Natural Area Maintenance Services to Resource Environmental Solutions for \$69,500.00.



11717 Powder Park Road
Huntley, IL 60142

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

Project Information

Algonquin Maintenance 2022
RES # OP1546/ PRJ105605

March 3, 2022

Village of Algonquin
110 Meyer Drive
Algonquin, IL 60102

Thank you so much for the opportunity to submit a quote for the work you requested. We will be happy to answer any questions that you may have about our proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Andresen", written over a light blue horizontal line.

Brad Andresen, Restoration Manager
Resource Environmental Solutions (RES)
515.460.7269
bandresen@res.us

A handwritten signature in black ink, appearing to read "Travis Lanser", written over a light blue horizontal line.

Travis Lanser, Estimator
Resource Environmental Solutions (RES)
608.897.8641
tlanser@res.us

Scope of Work and Estimate**Algonquin 2022 Maintenance**

Item	Qty	Unit	Unit Cost	Extended
<u>West Management Units:</u>				
Algonquin Commons Detention Maintenance Trip	2	each	\$800.00	\$1,600.00
Spella Sled Hill Maintenance Trips	2	each	\$1,400.00	\$2,800.00
Spella Sled Hill Mow Newly Seeded Areas	1	each	\$600.00	\$600.00
Spella Sled Hill Late Fall Mow	1	each	\$1,100.00	\$1,100.00
Spella Detention/ Spella Headwaters/ Woods Creek 2 & 3- Woody Removal and Phragmites Control	1	lump sum	\$9,200.00	\$9,200.00
Spella Detention/ Spella Headwaters/ Woods Creek 2 & 3- Spot Herbicide Visits	1	lump sum	\$2,200.00	\$2,200.00
Spella Fen Spot Herbicide Trip	2	each	\$2,800.00	\$5,600.00
NW Bunker Hill Drive Maintenance Trip	2	each	\$1,400.00	\$2,800.00
Brookside Bridge Area Maintenance Trip	2	each	\$1,100.00	\$2,200.00
Winding Creek Corridor Maintenance Trip	2	each	\$1,100.00	\$2,200.00
Winding Creek Corridor Mowing	2	each	\$700.00	\$1,400.00
Grand Reserve Pond and Prairie Spot Herbicide Trip	1	each	\$2,800.00	\$2,800.00
Grand Reserve Pond and Prairie Willow Control Trip	1	each	\$1,200.00	\$1,200.00
West Management Units Subtotal				\$35,700.00
<u>Central Management Units:</u>				
Dixie Creek Reach 3 Fen Post Burn Herbicide Visit	1	each	\$1,400.00	\$1,400.00
Lawndale Creek/Park Nature Preserve Maintenance Trip	1	each	\$2,800.00	\$2,800.00
Falcon Ridge Maintenance Trip	1	each	\$500.00	\$500.00
Falcon Ridge Mowing	2	each	\$300.00	\$600.00
Hill Climb Park Woodland Mowing Trip	3	each	\$1,900.00	\$5,700.00
Hill Climb Park Woodland Herbicide Trip	1	each	\$2,700.00	\$2,700.00
Central Management Units Subtotal				\$13,700.00
<u>East Management Units:</u>				
Towne Park/ Crystal Creek/Western Bypass Woody Control Trip	1	each	\$3,000.00	\$3,000.00
Towne Park/ Crystal Creek/Western Bypass Maintenance Trip	1	each	\$6,200.00	\$6,200.00
Towne Park/ Crystal Creek/Western Bypass Mowing	2	each	\$500.00	\$1,000.00
Public Works Building Maintenance Trip	1	each	\$1,600.00	\$1,600.00
Highland Avenue Detentions Maintenance Trip	1	each	\$1,400.00	\$1,400.00
Countryside Detention Maintenance Trip	1	each	\$800.00	\$800.00
Blueridge Detention Maintenance Visit	1	each	\$1,400.00	\$1,400.00
Yellowstone Detention & Woodland Spot Herbicide Trip	1	each	\$1,800.00	\$1,800.00
Yellowstone Detention & Woodland Winter Brushing Trip	1	each	\$2,900.00	\$2,900.00
East Management Units Subtotal				\$20,100.00
Total of West, Central, and East Management Units				\$69,500.00

Notes:

1. This quote is valid for 60 days.
2. Upon acceptance of this quote by the Owner/Client, please sign the attached Services Agreement necessary for acceptance of the contract by each party.
3. RES is a non-union shop. Prevailing Wages rates have not been included in the above price.
4. **Quote is exclusive of sales tax.** Client/Owner shall pay all applicable sales or use taxes, or provide RES with a sales tax exemption certificate to support any exemption

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is entered into effective as of _____ (the “Effective Date”), by and between Village of Algonquin, having its offices at 2200 Harnish Drive Algonquin, IL 60102(hereinafter called “Project Owner”), and RES Great Lakes, LLC dba Applied Ecological Services, having its office at c/o Resource Environmental Solutions, LLC, 6575 West Loop South, Suite 300, Bellaire, Texas 77401 (hereinafter called “Service Provider” and, together with the Project Owner, the “Parties” and, each individually, a “Party”).

RECITALS:

WHEREAS, Project Owner desires to engage Service Provider to provide the Services (defined below), and Service Provider is willing to perform such Services subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of other good and valuable consideration, the Parties agree as follows:

AGREEMENTS:

1. Appointment. Service Provider shall perform the services described on Schedule 1 attached hereto (collectively, the “Services”). The Parties may agree in writing to amend Schedule 1 from time to time.
2. Term and Termination.
 - (a) The term of this Agreement (the “Term”) shall commence on the Effective Date and shall continue until the date upon which the Services are completed, unless sooner terminated by mutual written consent of the Parties; provided that, in the event that a Party (the “Defaulting Party”) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 60 days after receipt of written notice of such breach, then the other Party may terminate this Agreement, effective upon written notice to the other Defaulting Party.
 - (b) Notwithstanding anything to the contrary herein, if Project Owner fails to pay any amount when due hereunder: (a) and such failure continues for ten (10) days after Project Owner's receipt of written notice of nonpayment; or (b) more than once during the Term, then Service Provider (1) may retain all prior payments received as liquidated damages, (2) cease providing Services unless and until such breach is cured to Service Provider's reasonable satisfaction, and (3) in addition to its other remedies at law or in equity, terminate this Agreement by written notice to Project Owner.
 - (c) The rights and obligations of the Parties set forth in this Section 2 and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

3. Limited Warranty and Limitation of Liability.

- (a) Service Provider warrants that it shall perform the Services:
 - (i) In accordance with the terms and subject to the conditions set out in this Agreement;
 - (ii) Using personnel of industry standard skill, experience and qualifications; and
 - (iii) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
- (b) Service Provider's sole and exclusive liability and Project Owner's sole and exclusive remedy for breach of this warranty shall be as follows:
 - (i) Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than 60 days) after Project Owner's written notice of such breach, Project Owner may, at its option, terminate this Agreement in accordance with Section 2(a).
 - (ii) In the event this Agreement is terminated pursuant to Section 3(b)(i) above, Service Provider shall within 30 days after the effective date of termination, refund to Project Owner any fees paid by the Project Owner as of the date of termination for the Services, less a deduction equal to the fees for receipt or use of such Deliverables (as defined below) or Services up to and including the date of termination on a pro-rated basis.
 - (iii) The foregoing remedy shall not be available unless Project Owner provides written notice of such breach within 30 days after delivery of the Services.
- (c) SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN THIS SECTION 3. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

4. Subcontracts. Service Provider shall be permitted, at its sole cost and expense, to enter into one or more contracts with third parties for the performance of all or any portion of the Services (each, a "Subcontractor"), and Service Provider shall direct and supervise such Subcontractors consistent with Service Provider's obligations hereunder.

5. Insurance. Throughout the Term, Project Owner and Service Provider each shall obtain and maintain commercial general liability insurance on an occurrence basis and other customary insurance policies, including but not limited to Worker's Compensation insurance as required by statute, with the other Party as insureds, with limits of not less than One Million and No/100 Dollars (\$1,000,000) each occurrence combined single limit on bodily injury, death or property damage.

Each Party's insurance shall be primary and non-contributory to any insurance otherwise carried by the other Party.

6. Waiver of Subrogation. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PROJECT OWNER AND SERVICE PROVIDER HEREBY WAIVE ANY AND ALL RIGHTS OF RECOVERY, CLAIM, ACTION OR CAUSE OF ACTION AGAINST THE OTHER, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, AFFILIATES, SERVANTS OR SHAREHOLDERS FOR ANY LOSS OR DAMAGE TO PROPERTY OWNED OR CONTROLLED BY THE WAIVING PARTY BY REASON OF FIRE, THE ELEMENTS, OR ANY OTHER CAUSE WHICH IS COVERED BY THE INSURANCE POLICIES REQUIRED TO BE CARRIED HEREUNDER, REGARDLESS OF CAUSE OR ORIGIN, INCLUDING NEGLIGENCE OF THE OTHER PARTY HERETO, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, AFFILIATES, SERVANTS OR SHAREHOLDERS. THIS SECTION 6 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

7. Project Owner's Obligations. The Project Owner shall:

(a) Respond promptly to any reasonable requests from Service Provider for instructions, information or approvals required by Service Provider to provide the Services.

(b) Cooperate with Service Provider in its performance of the Services and provide access to Project Owner's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.

(c) Without limiting Section 7(b), to the extent applicable Project Owner hereby (i) grants to Service Provider and its affiliates, employees, agents, consultants, contractors and subcontractors (collectively, "Service Provider Parties") the right to enter and exit the property on which the Services will be performed (the "Property") at such reasonable times to allow such parties to perform the Services, (ii) represents and warrants that (A) Project Owner has the authority to grant such rights to Service Provider Parties, and (B) Project Owner is aware of no agreement binding on Project Owner or the Property that could reasonably be expected to interfere with Service Provider Parties' ability to enter the Property and perform the Services, and (iii) covenants and agrees that it will take no action, or fail to take any action, that would impair Service Provider Parties' ability to enter or exit the Property or perform the Services. In the event Service Provider reasonably believes that any of the foregoing are untrue, Service Provider shall provide prompt written notice thereof to Project Owner and shall have the right to interrupt Services until such issues have been resolved to Service Provider's reasonable satisfaction.

(d) Take all steps necessary, including obtaining any required licenses or consents, to prevent Project Owner-caused delays in Service Provider's provision of the Services.

8. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and

domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “Intellectual Property Rights”) in and to all documents, work product and other materials that are delivered to Project Owner under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the “Deliverables”) shall be owned by Service Provider. Service Provider hereby grants Project Owner a license to use all intellectual property rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Project Owner to make reasonable use of the Deliverables and the Services.

9. Limitation of Liability.

(a) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NO PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) EACH PARTY EXPRESSLY AGREES THAT THE MEMBERS, MANAGERS, AFFILIATES, PARTNERS AND SHAREHOLDERS OF ANY DEFAULTING OR BREACHING PARTY HEREUNDER ARE NOT LIABLE FOR ANY COSTS, EXPENSES, LOSSES OR DAMAGES ARISING FROM SUCH PARTY’S BREACH OR DEFAULT UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 9 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

(c) IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT IN THE YEAR PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Compensation to Service Provider.

(a) Project Owner shall pay to Service Provider the amounts set forth on Schedule 2, which amounts shall become fully due and payable within thirty (30) days after the receipt by Project Owner of an invoice. Service Provider will invoice Project Owner on a monthly basis.

(b) All amounts required to be paid by Project Owner under this Agreement (a) shall be paid by wire transfer in accordance with instructions to be provided by the Service Provider, in good and sufficient funds, or by other method reasonably acceptable to the Service Provider, and (b) once paid shall be deemed fully earned by the Service Provider and non-refundable.

(c) Upon expiration of the Term or any earlier termination of this Agreement, Project Owner shall pay to Service Provider all amounts which have become payable under this Section 10 or, in the case of milestone payment not yet due, but that have not yet been paid, and such payment obligations shall survive termination of this Agreement. Except for invoiced payments that the Project Owner has successfully disputed, all late payments shall bear interest at the lesser of the rate of 5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly.

(d) Project Owner shall reimburse Service Provider for all reasonable expenses incurred in accordance with the performance of the Services within thirty (30) days of receipt by the Project Owner of an invoice from Service Provider accompanied by receipts and reasonable supporting documentation.

(e) Project Owner shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Project Owner hereunder; provided, that, in no event shall Project Owner pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel or real or personal property or other assets.

11. Miscellaneous.

(a) Force Majeure. Except for the payment of monetary amounts due pursuant to Section 10 hereof, no Party shall be liable or responsible for failure to satisfy its obligations hereunder if such failure is attributable to Force Majeure. As used herein, "Force Majeure" means any of the following: fires, floods, storms, earthquakes, other weather events, strikes, riots, acts of God (including epidemics), shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, adverse determinations from any such parties, delays in permitting or approvals from any governing bodies, changes to the scope of work that extend the time period necessary to complete the Services, delays to a Party that are caused by the other Party or any third party, the migration of endangered species onto the property where the Services are to be performed, discovery of environmental contamination or other adverse site conditions that suspend or delay the performance of the Services, the actions, faulty work or defective work of any third party for whom the delayed Party is not responsible, or any other causes of any kind whatsoever which are beyond the reasonable control of the responsible Party.

(b) Amendments. This Agreement may not be changed, amended or modified except by an instrument in writing signed by all Parties.

(c) Provision to Third Parties. Neither this Agreement nor the terms hereof nor any confidential information disclosed in connection herewith may be furnished to any

third party, including governmental entities, without the written consent of all Parties, such consent not to be unreasonably withheld, except as may otherwise be required by law or a court of competent jurisdiction; provided, that the foregoing shall not be deemed to prohibit the Parties from providing this Agreement or the terms hereof to their attorneys, consultants, professional advisors, and current and prospective investors and primary lenders. The terms and conditions of this paragraph shall survive termination of this Agreement.

(d) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas (the “State”).

(e) Counterparts; Execution. This Agreement may be signed by facsimile signature, which signature shall be deemed to constitute an original signature and be binding as such. This Agreement may be executed in identical counterparts, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. The Parties each represent that the person signing this Agreement is duly authorized to sign this Agreement.

(f) Notices. All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the addresses set forth on their signature pages hereto (or to such other address that the receiving Party may designate from time to time in accordance with this Section 11(f)). Unless otherwise agreed herein, all Notices must be delivered by (i) personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid) or (ii) by electronic mail addressed to the electronic mail address set forth on the signature page hereto for the Party to be notified with a confirmation copy delivered by another method permitted under this paragraph. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements hereof.

(g) Severability; Waiver; Entire Agreement. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. This Agreement (including any schedule, exhibits or amendments) embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the Project.

(h) Third Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement

(i) Assignment; Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors and assigns; however, this Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. The foregoing restriction shall not be deemed to prohibit (i) the assignment or transfer of this Agreement by either Party to (A) any third party that controls, is controlled by, or is under common control with, the assigning Party, or (B) any purchaser of all, or substantially all, of the assets of the assigning Party, as long as, in each case, the assignee agrees to assume all obligations of the assigning Party hereunder, or (ii) the pledge or collateral assignment of this Agreement, or any rights and/or remedies hereunder, by any Party to its primary lender(s) as collateral for such Party's obligations under any secured credit facility.

(j) Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Project Owner and Service Provider have executed this Agreement effective as of the Effective Date.

SERVICE PROVIDER:

RES Great Lakes, LLC dba Applied Ecological Services

By: _____

Name: _____

Title: _____

Address:

PO Box 256, 17921 W. Smith Road

Brodhead, WI 53520

Attn: _____

Email: _____

With copies of all notices to:

c/o Resource Environmental Solutions, LLC

6575 West Loop South, Suite 300

Bellaire, Texas 77401

Attn: Lilly Van Maele

Email: lvanmaele@res.us

IN WITNESS WHEREOF, Project Owner and Service Provider have executed this Agreement effective as of the Effective Date.

PROJECT OWNER:

Village of Algonquin

By: _____

Name: _____

Title: _____

Address:

Attn: _____

Email: _____

SCHEDULE 1-SERVICES

See Schedule 2 for Services and Compensation

SCHEDULE 2-COMPENSTION

Algonquin 2022 Maintenance

Item	Qty	Unit	Unit Cost	Extended
<u>West Management Units:</u>				
Algonquin Commons Detention Maintenance Trip	2	each	\$800.00	\$1,600.00
Spella Sled Hill Maintenance Trips	2	each	\$1,400.00	\$2,800.00
Spella Sled Hill Mow Newly Seeded Areas	1	each	\$600.00	\$600.00
Spella Sled Hill Late Fall Mow	1	each	\$1,100.00	\$1,100.00
Spella Detention/ Spella Headwaters/ Woods Creek 2 & 3- Woody Removal and Phragmites Control	1	lump sum	\$9,200.00	\$9,200.00
Spella Detention/ Spella Headwaters/ Woods Creek 2 & 3- Spot Herbicide Visits	1	lump sum	\$2,200.00	\$2,200.00
Spella Fen Spot Herbicide Trip	2	each	\$2,800.00	\$5,600.00
NW Bunker Hill Drive Maintenance Trip	2	each	\$1,400.00	\$2,800.00
Brookside Bridge Area Maintenance Trip	2	each	\$1,100.00	\$2,200.00
Winding Creek Corridor Maintenance Trip	2	each	\$1,100.00	\$2,200.00
Winding Creek Corridor Mowing	2	each	\$700.00	\$1,400.00
Grand Reserve Pond and Prairie Spot Herbicide Trip	1	each	\$2,800.00	\$2,800.00
Grand Reserve Pond and Prairie Willow Control Trip	1	each	\$1,200.00	\$1,200.00
West Management Units Subtotal				\$35,700.00
<u>Central Management Units:</u>				
Dixie Creek Reach 3 Fen Post Burn Herbicide Visit	1	each	\$1,400.00	\$1,400.00
Lawndale Creek/Park Nature Preserve Maintenance Trip	1	each	\$2,800.00	\$2,800.00
Falcon Ridge Maintenance Trip	1	each	\$500.00	\$500.00
Falcon Ridge Mowing	2	each	\$300.00	\$600.00
Hill Climb Park Woodland Mowing Trip	3	each	\$1,900.00	\$5,700.00
Hill Climb Park Woodland Herbicide Trip	1	each	\$2,700.00	\$2,700.00
Central Management Units Subtotal				\$13,700.00
<u>East Management Units:</u>				
Towne Park/ Crystal Creek/Western Bypass Woody Control Trip	1	each	\$3,000.00	\$3,000.00
Towne Park/ Crystal Creek/Western Bypass Maintenance Trip	1	each	\$6,200.00	\$6,200.00
Towne Park/ Crystal Creek/Western Bypass Mowing	2	each	\$500.00	\$1,000.00
Public Works Building Maintenance Trip	1	each	\$1,600.00	\$1,600.00
Highland Avenue Detentions Maintenance Trip	1	each	\$1,400.00	\$1,400.00
Countryside Detention Maintenance Trip	1	each	\$800.00	\$800.00
Blueridge Detention Maintenance Visit	1	each	\$1,400.00	\$1,400.00
Yellowstone Detention & Woodland Spot Herbicide Trip	1	each	\$1,800.00	\$1,800.00
Yellowstone Detention & Woodland Winter Brushing Trip	1	each	\$2,900.00	\$2,900.00
East Management Units Subtotal				\$20,100.00
Total of West, Central, and East Management Units				\$69,500.00



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: March 22, 2022

TO: Committee of the Whole/Village Board

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Installation of Hill Climb Park Equipment Upgrades*

Earlier this fiscal year, the playground equipment for Hill Climb Park was purchased by the Village because it is beginning to significantly deteriorate.

The Village sent out a request for proposal for the installation of this equipment and some play surface upgrades associated with it. We sent out 5 RFP's and received 3 back. These were opened on March 17, 2022. Christopher Burke Engineering reviewed and evaluated the proposals and checked all necessary references. Their recommendation is attached.

Money has been budgeted in the Park Fund in the amount of \$180,000.00 in the new fiscal year budget starting May 1st and work will begin after that date. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of a contract with Playgroundsafe LLC in the amount of \$48,190.00.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

March 22, 2022,

Village of Algonquin
220 Harnish Drive
Algonquin, Illinois 60102

Attention: Michelle Zimmerman, Assistant Public Works Director

Subject: Hill Climb Park Reconstruction – Bid Results
(CBBEL Project No. 070273.00158)

Dear Mr. Mitchard:

On Thursday, March 17, 2022 at 10:00 AM bids proposals were received and opened for the aforementioned project. Three (3) bid proposals were received and are summarized below:

COMPANY	BID AMOUNT
Playgroundsafe	\$48,190.00
Great Lakes Landscape Co. Inc.	\$62,681.00
Hacidenda	\$109,432.00

Playgroundsafe is the apparent low bidder with the bid amount of \$48,190.00. Christopher B. Burke Engineering, Ltd. (CBBEL) reviewed the bid prices of the individual items and noted that the difference between Playgroundsafe and the other bidders is that they are using their own forces to install the poured in place rubber safety surface whereas the other bidders are proposing to use subcontractors that are not local.

CBBEL contacted the references provided by Playgroundsafe and learned that they did satisfactory work, within the schedule and for the bid amount.

CBBEL recommends that the project be awarded to Playgroundsafe.

If you have any questions, please feel free to contact me.

Sincerely,

Douglas Gotham
Senior Landscape Architect
Christopher B. Burke Engineering Ltd.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: March 30, 2022

TO: Tim Schloneger, Village Manager

FROM: Vince Kilcullen, General Services Superintendent

SUBJECT: Landscape Maintenance Contract

The Village sent out a request for proposal for Village wide landscape maintenance. The request was sent to four contractors and we received two of these back; one from Sebert Landscape and one from Trinity Landscaping Maintenance.

The Village has been contracting landscape maintenance for a number of years and has realized significant cost savings and efficiency through this contracted service. This annual program provides a variety of landscape services to our many sites which includes turf grass mowing and planter bed maintenance. Sebert Landscape of Bartlett, Illinois has been performing this service for the past three years. Because of this, they have now become familiar with our sites, our process and our standards for landscape maintenance.

Based on this experience the Village would like to renew our contract with Sebert Landscape. We believe we will get the best service from this contractor as they are already familiar with our requirements, thus eliminating the process of training and hand holding a new company.

Money for this service is budgeted in General Services, Water, Sewer, Building Maintenance, and Cemetery operating budget, in the amount of \$378,054.00. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of landscape maintenance services in the amount of \$370,249.00 to Sebert Landscape for 2022 and further to authorize the Village Manager or his designee to sign an extension of this contract for an additional 2 years at the prices provided in the bid document.



SEBERT

March 14, 2022

Sebert Landscape has fully reviewed and understands scope of work for RFP – Grounds Maintenance Services.

Location

Sebert Landscape – Corporate Office
1550 W. Bartlett Road
Bartlett, IL 60103
630-497-1000

Project Management: Introduction to the Team-

Main Point of Contact—For the East Side

Rob Boosey- Sebert Account Manager- with a Bachelor's degree in Parks and Rec. and Associates in Ornamental Horticulture. 30+ years working in the Landscape/horticulture industry. Sebert Employee for 11 years.

Main Point of Contact—For the West Side

Gus Zimmerman- Sebert Account Manager- with an Associate's degree in Applied Science. Sebert Employee for 11 years.

Contract Services and Production Support:

Shannon Hoban- Sebert Regional Manager- Associates degree in Agricultural Science, Working in the Landscape industry for 25 years. Sebert Employee for 20 years.

Layout of Manpower and Equipment Allocation.

East side Crew- 4 Staff members- Fully Stocked Trailer- Propane Mowers (72", 60" and 48")
Battery Powered Handheld small equipment- including Line trimmers and Hedge trimmers.
Gas powered Backpack Blowers.

West Side Crew- 4 Staff members- Fully Stocked Trailer- Propane Mowers (72', 60', and 48")
Battery Powered Handheld small equipment- including Line trimmers and Hedge trimmers.
Gas powered Backpack Blowers.

References:

Village of Schaumburg

Contact: Scott Finnander

847-923-4513

SFinnander@ci.schaumburg.il.us

Sebert Manager- Jony Robledo- Production Supervisor and Maintenance Manager

Village of Elk Grove

Contact: Bill Bolich

847-439-3900

wbolich@elkgrove.org

Sebert Manager- Rey Cervantes- Assistant Branch Manager

Village of Bolingbrook

Contact Kevin Engel

630-226-8835

kengel@bolingbrook.com

Sebert Manager- Mike Corp – Branch Manager

DuPage County

Contact: Tom Hardy

630-407-6912

Tom.hardy@dupageco.org

Sebert Manager- Shannon Hoban- Regional Manager

Village of Woodridge

Contact: Scott Sramek

630-719-4756

Ssramek@vil.woodridge.il.us

Sebert Manager- Mike Corp- Branch Manager

**NON-COLLUSION CERTIFICATION
FOR
VILLAGE OF ALGONQUIN LANDSCAPE MAINTENANCE BID**

By Submission of this proposal, the Bidder Steve Pearce certifies,
Name of Bidder

That (s)he is VP of Operations of Sebert Landscape and,
Title Name of Firm

under penalty of perjury, affirms:

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

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

Or

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

 3/11/22

County Line Rd. Island West of Randall Rd. at Access Rd.	LS-023	0.03	\$ 480.00					\$ 70.00				\$ 550.00
Randall Rd. Islands Rt 62 S. to Corporate Limits	LS-024	1.79	\$ 4,320.00					\$ 400.00		\$ 125.00		\$ 4,845.00
Corporate Pkwy. Islands Islands W. of Randall Rd. to End	LS-025	1.27	\$ 420.00		\$ 275.00	\$ 2,712.00	\$ 168.00					\$ 3,575.00
Village Entrance Sign (3 Passes) Randall Rd. at Grandview Dr.	LS-026	0.01					\$ 127.00	\$ 64.00				\$ 191.00
Broadsmore Dr. Islands E. of Randall Rd. to Stonegate Rd	LS-027	0.06					\$ 789.00	\$ 80.00				\$ 869.00
Broadsmore Park 2051 Broadsmore Dr.	LS-029	4.40	\$ 4,000.00		\$ 388.00	\$ 640.00	\$ 206.00			\$ 40.00		\$ 5,274.00
Brittany Hills L.S. 1470 Southridge Tr.	LS-030	0.01					\$ 316.00	\$ 40.00				\$ 356.00
Longmeadow All Mowing & Planterbeds	LS-036	8.93	\$ 9,321.00					\$ 650.00				\$ 9,971.00
Wynnfield Park Wynnfield @ Richmond Ln.	LS-037	4.13	\$ 4,620.00					\$ 32.00		\$ 75.00		\$ 4,727.00
Sleepy Hollow Rd. East Side 1701 Foster Cir. To Longmeadow Pkwy	LS-038	0.91	\$ 530.00					\$ 95.00		\$ 75.00		\$ 700.00
Water Treatment Plant #2 1461 Wynnfield Dr.	LS-039	0.82	\$ 1,850.00		\$ 228.00	\$ 600.00	\$ 192.00		\$ 75.00	\$ 45.00		\$ 2,990.00
Wynnfield Dr. ROW N. Side 1530 E. to First Residence	LS-040	0.13	\$ 600.00							\$ 50.00		\$ 650.00
Lawndale Park Lawndale and Kensington	LS-041	2.34	\$ 2,520.00					\$ 95.00		\$ 50.00		\$ 2,665.00
Well #9 2505 Sleepy Hollow Rd.	LS-042	0.14	\$ 840.00		\$ 140.00	\$ 190.00	\$ 100.00		\$ 50.00	\$ 50.00		\$ 1,370.00
Willoughby Farms Park 2001 Wynnfield Dr	LS-044	8.10	\$ 7,248.00		\$ 484.00	\$ 2,337.00	\$ 576.00			\$ 75.00		\$ 10,720.00
Braewood Park 1100 Gaslight Dr.	LS-045	2.28	\$ 2,520.00					\$ 120.00				\$ 2,640.00
County Line Rd. ROW S.W. Corner @ Hansen Rd.	LS-046	0.73	\$ 420.00									\$ 420.00
Tunbridge Park 1365 Stonegate Rd.	LS-047	1.17	\$ 1,925.00		\$ 292.00	\$ 1,012.00	\$ 128.00			\$ 55.00		\$ 3,412.00
Hanson Road Tower 740 Hanson Rd.	LS-048	0.15	\$ 360.00		\$ 96.00	\$ 285.00	\$ 70.00		\$ 50.00	\$ 40.00		\$ 901.00
High Hill Park 501 Kirkland Dr Too Harnish Dr.	LS-049	8.32	\$ 6,768.00		\$ 484.00	\$ 1,963.00	\$ 370.00			\$ 65.00		\$ 9,650.00
Village Hall 2200 Harnish Dr.	LS-052	1.36	\$ 6,100.00		\$ 534.00	\$ 3,684.00	\$ 375.00		\$ 275.00	\$ 75.00		\$ 11,043.00
Stonegate Rd. / Huntington Dr. ROW	LS-053	1.75	\$ 420.00					\$ 110.00		\$ 50.00		\$ 580.00
Stonegate Rd. ROW 245 Stonegate Rd.	LS-054	0.17	\$ 600.00							\$ 75.00		\$ 675.00
Stonegate Island 245 Stonegate Rd.	LS-055	0.18	\$ 520.00			\$ 105.00	\$ 56.00			\$ 25.00		\$ 706.00
Oakleaf Rd. ROW Between 60 & 70 Oakleaf Rd.	LS-056	0.04	\$ 660.00					\$ 65.00		\$ 60.00		\$ 785.00
Oakleaf Rd. ROW 225 S. to 305 Buckingham Dr.	LS-057	0.04	\$ 660.00					\$ 45.00		\$ 60.00		\$ 765.00

Huntington Dr. N. ROW N. Side Between 335 Buckingham Dr. & 260 Lake Dr. S.	LS-058	0.24	\$ 420.00				\$ 45.00			\$ 60.00	\$ 525.00
Lake Dr. S. Detention 115 Lake Dr. S.	LS-059	1.61	\$ 1,020.00				\$ 756.00	\$ 384.00		\$ 25.00	\$ 2,185.00
Arquilla Dr. ROW Between 1550 & 1580 Arquilla Dr.	LS-060	0.07	\$ 420.00				\$ 60.00			\$ 40.00	\$ 520.00
Hanson Rd. ROW (Both Sides) County Line Rd. to Huntington Dr.	LS-062	7.40	\$ 420.00							\$ 80.00	\$ 500.00
Hanson Rd. ROW E. Side Parcels and ROW to Home	LS-062		\$ 450.00								\$ 450.00
Hanson Rd. ROW W. Side Algonquin Rd. to Home	LS-062		\$ 420.00								\$ 420.00
Hanson Booster 11595 Hanson Rd.	LS-134	0.04	\$ 380.00			\$ 96.00	\$ 407.00	\$ 96.00		\$ 50.00	\$ 1,029.00
White Chapel Detention Just East of 1450 White Chapel Ln	LS-142	0.49	\$ 960.00					\$ 60.00		\$ 30.00	\$ 1,050.00
Notting Hill ROW At Wynnfield	LS-143	0.22	\$ 480.00					\$ 159.00		\$ 50.00	\$ 689.00
Eineke Path & ROW	LS-166	1.02	\$ 2,160.00					\$ 224.00		\$ 75.00	\$ 2,459.00
Hanson Rd. Landscaped Wall 100 Hanson Rd.	LS-174	0.19					\$ 1,643.00	\$ 512.00		\$ 85.00	\$ 2,240.00
5615 Edgewood Dr.	LS-220	1.11	\$ 2,025.00				\$ 316.00	\$ 140.00			\$ 2,481.00
Village Entrance Sign Landscape Algonquin Rd. W. of Wentworth Dr.	LS-221	0.05	\$ 240.00				\$ 95.00	\$ 45.00		\$ 35.00	\$ 415.00
1560 Westbourne Pkwy ROW	LS-223	0.07	\$ 360.00							\$ 30.00	\$ 390.00
Huntington Detention 1830 Huntington dr N.	LS-225	1.20	\$ 1,610.00				\$ 305.00	\$ 132.00		\$ 35.00	\$ 2,082.00
Creeks Crossing Nature Preserve 1661 Foster Cir.	LS-226	0.39	\$ 840.00				\$ 100.00	\$ 75.00		\$ 35.00	\$ 1,050.00
Stone Ridge Bike Path Connector 1461 Wynnfield Dr	LS-227	0.19	\$ 480.00							\$ 75.00	\$ 555.00
Huntinton Dr PRV SW Corner Huntington & Stonegate	LS-499	0.01				\$ 75.00	\$ 165.00	\$ 110.00			\$ 350.00
Spring Hill SW Corner County Line & Hanson	LS-500	0.01				\$ 75.00	\$ 165.00	\$ 110.00			\$ 350.00
Randall Rd Tunnel Path & ROW E ROW Between Car Dealers & Path to Stonegate	LS-506	0.98	\$ 1,750.00							\$ 55.00	\$ 1,805.00
Cross Box 1 #1 - RT62 & Wentworth	LS-184	0.02				\$ 40.00	\$ 120.00	\$ 55.00		\$ 25.00	\$ 240.00
Cross Box 3 #3 - 201 Greensview Dr	LS-183	0.02				\$ 40.00	\$ 120.00	\$ 55.00		\$ 25.00	\$ 240.00
Cross Box 4 #4 - 721 Greensview Dr	LS-182	0.02				\$ 40.00	\$ 120.00	\$ 55.00		\$ 25.00	\$ 240.00
Cross Box 6 #6 - 3025 Talaga Dr	LS-181	0.02				\$ 40.00	\$ 120.00	\$ 55.00		\$ 25.00	\$ 240.00
Cross Box 12 #12 - SW Corner of Stonegate & White Oak	LS-177	0.02				\$ 40.00	\$ 120.00	\$ 55.00		\$ 25.00	\$ 240.00
Cross Box 13 #13 - 1720 Stone Ridge Ln	LS-176	0.02				\$ 40.00	\$ 120.00	\$ 55.00		\$ 25.00	\$ 240.00

Cross Box 16 #16 - 1037 Interloch Ct	LS-202	0.02				\$ 40.00	\$ 120.00	\$ 55.00			\$ 25.00	\$ 240.00
Cross Box 19 #19 - 1490 Spring Hill Dr	LS-199	0.02				\$ 40.00	\$ 120.00	\$ 55.00			\$ 25.00	\$ 240.00
Cross Box 21 #21 - Harnish N side, 75' E of Sawmill Ln	LS-198	0.02				\$ 40.00	\$ 120.00	\$ 55.00			\$ 25.00	\$ 240.00
Cross Box 22 #22 - 1500 Huntington Dr N	LS-197	0.02				\$ 40.00	\$ 120.00	\$ 55.00			\$ 25.00	\$ 240.00
TOTAL ACRES		115.72										
WEST - Per Cycle Cost			\$ 3,636.93	\$ -	\$ 58.33	\$ 781.13	\$ 31,563.00	\$ 333.90	\$ -	\$ 647.50	\$ 93.17	\$ 37,113.96
WEST - Total Cost			\$ 109,108.00	\$ -	\$ 350.00	\$ 6,249.00	\$ 31,563.00	\$ 10,017.00	\$ -	\$ 1,295.00	\$ 2,795.00	\$ 161,377.00

Ordinance Violation Mowing Hourly Rate: \$ 55.00

**VILLAGE OF ALGONQUIN
LANDSCAPE MAINTENANCE CONTRACT PROPOSAL**

It is understood that this proposal form, when signed by both parties shall constitute a contract for the period of time commencing on May 1, 2022, and terminating on November 15th, 2022. Subsequent season contracts shall be for the period of April 15 to November 15 of each year, should the parties agree to extend the contract for up to an additional two years. It is also understood that either party may cancel the whole or any part of this contract with the delivery of fifteen (15) days written notice to the other party. All proposed prices shall remain in effect for the entirety of said season.

It is further understood that the Village of Algonquin reserves the right to waive any formality in or to reject in whole or part any proposal or all proposals.

The undersigned having examined all proposal documents, and having visited all proposal site locations, is aware of all conditions affecting the professional landscape maintenance services requested and agrees to deliver said specified services for the length of the contract period for the proposal prices, as submitted.

Proposers Information (Company name, address, phone number, primary contact information, email address, etc):

SEBERT LANDSCAPE
1550 WEST BARTLETT ROAD
BARTLETT, IL 60103
630-497-1000
SHANNON HOBAN
Shannon@sebert.com



[Handwritten Signature]

3/15/2022

Proposer (Authorized Signature)

Date

Village Agent (Authorized Signature)

Date

**Task
Cycles**

Fine Mowing	Rough Mowing	Field Mowing	Fall Clean Up	Spring Clean Up/Bed Preparation	Bed Maintenance	Turf Weed Control/Fertilization	Core Aeration	Maintenance of Non-Turf Areas	
30	12	6	8	1	30	2	2	30	Annual Site Total

Location - East	Site #	Acres	***SHADED AREAS SHALL NOT BE QUOTED***									
Hillside Booster Station 1330 Hillside Dr.	LS-074	0.09	\$ 420.00			\$ 270.00	\$ 270.00	\$ 180.00		\$ 80.00	\$ 1,220.00	
Waste Water Treatment Plant 125 Wilbrandt St.	LS-075	5.67	\$4,395.00			\$508.00	\$2,398.00	\$680.00		\$530.00	\$80.00	\$8,591.00
Stoneybrook Park 1200 Huntington Dr. North	LS-063	2.58	\$ 2,140.00			\$ 343.00	\$ 490.00	\$ 442.00		\$ 175.00	\$ 3,590.00	
Jaycee Park 1295 Parkwood Cir.	LS-064	1.22	\$ 2,016.00			\$ 114.00	\$ 450.00	\$ 120.00		\$ 40.00	\$ 2,740.00	
Parkview Terrace West Between 1300 Parkview & 1240 Fairmont Ct	LS-065	0.52	\$ 1,350.00					\$ 120.00		\$ 45.00	\$ 1,515.00	
High Hill Dam Harnish Dr. at Eagle Ridge	LS-067	1.02	\$ 1,350.00							\$ 45.00	\$ 1,395.00	
Huntington Booster 700 Huntington Dr.	LS-068	0.34	\$ 895.00			\$ 260.00	\$ 260.00	\$ 175.00		\$ 130.00	\$ 80.00	\$ 1,800.00
Surrey Ln ROW 1020 Surrey Ln.	LS-071	0.40	\$ 940.00									\$ 940.00
Gaslight Park 700 Terrace Dr.	LS-070	3.87	\$ 4,100.00			\$ 342.00	\$ 2,042.00	\$ 277.00		\$ 100.00	\$ 6,861.00	
Edgewood Rd. Both Sides Hanson Rd. to Rte. 31	LS-072	3.25	\$ 3,570.00							\$ 45.00	\$ 3,615.00	
Ratray Triangle Ratray and Hayes	LS-076	0.29	\$ 1,010.00					\$ 180.00			\$ 1,190.00	
Hill Climb Park 801 Circle Dr.	LS-078	5.65	\$ 4,500.00			\$ 1,024.00	\$ 4,800.00	\$ 980.00		\$ 75.00	\$ 11,379.00	
Armstrong St. 901 Armstrong St. to 901 W. Algonquin Rd.	LS-080	0.27			\$ 240.00						\$ 240.00	
Public Works 110 Meyer Dr.	LS-081	1.82	\$ 4,400.00			\$ 556.00	\$ 5,056.00	\$ 675.00		\$ 152.00	\$ 10,839.00	
Towne Park 100 Jefferson St.	LS-082	5.09	\$ 5,522.00			\$ 342.00	\$ 3,402.00	\$ 437.00		\$ 100.00	\$ 9,803.00	
Historic Village Hall 2 S. Main St.	LS-083	0.14	\$ 1,260.00			\$ 236.00	\$ 916.00	\$ 275.00		\$ 150.00	\$ 75.00	\$ 2,912.00
Municipal Lot Parkways Corner of Washington to creek	LS-084	0.18	\$ 480.00					\$ 50.00		\$ 25.00	\$ 555.00	

126 S Harrison - Empty Lot	LS-084	0.00										
Cornish Park 101 Harrison St S.	LS-085	1.82	\$ 2,880.00			\$ 342.00	\$ 4,892.00	\$ 400.00		\$ 75.00	\$ 8,589.00	
Huntington Dr. Walls	LS-086	0.35				\$ 280.00	\$ 1,096.00	\$ 252.00			\$ 1,628.00	
Riverfront Park 201 Harrison St N.	LS-087	0.80	\$ 2,100.00			\$ 288.00	\$ 5,163.00	\$ 480.00		\$ 75.00	\$ 8,106.00	
Pioneer Park 1250 Getzelman Terrace	LS-088	0.64	\$ 1,100.00			\$ 152.00	\$ 424.00	\$ 100.00		\$ 45.00	\$ 1,821.00	
Pioneer Rd. from Cermak Rd. to Wildwood Rd.	LS-089	0.33			\$ 195.00						\$ 195.00	
Cary Road Booster Station 1091 Cary Rd. at Beachway Dr.	LS-090	0.35	\$ 420.00			\$ 252.00	\$ 252.00	\$ 100.00		\$ 750.00	\$ 45.00	\$ 1,819.00
Arrowhead Dr./Ash St. N. Side from Elm St. to 625 Ash St.	LS-093	0.78	\$ 420.00								\$ 420.00	
River Rd. S. ROW W. Side S. of 62 to First House	LS-094	0.30	\$ 750.00								\$ 750.00	
River Rd. N. ROW Algonquin Rd. to 14 River Rd. N.	LS-095	0.01	\$ 450.00							\$ 50.00	\$ 500.00	
Algonquin Rd. ROW 8 S. Hubbard to River Rd. N.	LS-096	0.03	\$ 400.00							\$ 50.00	\$ 450.00	
Longwood Dr. Lot ROW 830 to 500 Algonquin Rd.	LS-098	0.29	\$ 1,425.00								\$ 1,425.00	
Presidential Park 700 Highland Ave.	LS-100	13.03	\$ 7,660.00			\$ 288.00	\$ 1,648.00	\$ 280.00		\$ 120.00	\$ 9,996.00	
Highland Ave. N. Side from Riverview Dr. East to Village Limits	LS-102		\$ 1,580.00					\$ 136.00		\$ 25.00	\$ 1,741.00	
Highland Ave. S. Side from Tanglewood Dr. East to Vil. Limit	LS-102		\$ 2,408.00					\$ 1,618.00			\$ 4,026.00	
Highland Bike Path Highland Ave. N. of 62 east side to Tanglewood	LS-102	3.57	\$ 1,160.00							\$ 150.00	\$ 1,310.00	
Transportation Corridor Highland Ave. to Lake Cook Rd.	LS-103	13.56			\$ 195.00						\$ 195.00	
Bob Smith Park 1420 Yellowstone Parkway	LS-104	2.28	\$ 2,640.00			\$ 768.00	\$ 2,658.00	\$ 160.00		\$ 25.00	\$ 6,251.00	
Blue Ridge Detention (Not Bowl) 1050 Blue Ridge Pkwy.	LS-105	3.05	\$ 1,680.00					\$ 240.00		\$ 45.00	\$ 1,965.00	
Holder Park 1040 Timberwood Ln.	LS-106	5.20	\$ 3,600.00			\$ 342.00	\$ 2,500.00	\$ 300.00		\$ 70.00	\$ 6,812.00	

Compton Dr. Islands Sandbloom Rd. E. Too Lake Plumleigh Way	LS-124						\$ 5,715.00	\$ 840.00				\$ 6,555.00
Compton Dr. Island @1401 Compton Dr.	LS-124	0.56	\$ 420.00					\$ 168.00				\$ 588.00
Algonquin Lakes O.S. See Maps	LS-126	7.01	\$ 8,100.00					\$ 300.00		\$ 100.00		\$ 8,500.00
Compton Dr. - Lake Plumleigh Way to Algonquin Rd.	LS-127	1.14	\$ 980.00				\$ 1,890.00	\$ 110.00		\$ 75.00		\$ 3,055.00
Village Entrance Sign Landscape Algonquin Rd. W. of Route 25	LS-128	0.02					\$ 95.00	\$ 45.00				\$ 140.00
Rte 31 Bypass Edgewood to North Boundry	LS-130	11.41	\$ 13,850.00							\$ 120.00		\$ 13,970.00
Zimmerman Park LaFox River Dr. and Center St.	LS-133	0.13	\$ 609.00			\$ 40.00	\$ 418.00	\$ 130.00		\$ 75.00		\$ 1,272.00
Downtown Redevelopment Area 20 S Harrison St.	LS-141	0.89	\$ 1,080.00									\$ 1,080.00
Legion Dr. Both Sides Huntington Dr. to Home	LS-150	0.34	\$ 1,250.00									\$ 1,250.00
Harper Dr. Bike Path Harnish Dr. at Eagle Ridge	LS-164	0.43	\$ 896.00			\$ 320.00	\$ 635.00	\$ 125.00		\$ 75.00		\$ 2,051.00
Cardinal Dr. ROW, W side of Cardinal from Edgewood to across from 1211 Cardinal	LS-168	0.27	\$ 896.00									\$ 896.00
N Main St. 506 & 521 North to Arrowhead Dr.	LS-169	1.38	\$ 960.00									\$ 960.00
Shooting Range	LS-171	1.00	\$ 1,568.00									\$ 1,568.00
Harnish Dr. ROW Rear Parkway only, behind 400 Shagbark Ct	LS-172	0.03	\$ 305.00									\$ 305.00
Harper Ct. Culvert Landscaping Both side of Harper near 925 Harper	LS-173	0.05				\$ 320.00	\$ 680.00	\$ 175.00				\$ 1,175.00
Beach Dr. (& ROW between dead ends) Beach @ Fox River Dr.	LS-219	0.31	\$ 680.00									\$ 680.00
Beach Dr. (& ROW between dead ends) Beach @ Fox River Dr.	LS-077	0.21	\$ 680.00									\$ 680.00
Village Entrance Sign Landscape Route 31 S. of Klasen Rd.	LS-222	0.03	\$ 266.00				\$ 85.00	\$ 40.00				\$ 391.00
2021 Tahoe Easement 2021 Tahoe Pkwy.	LS-228	0.10	\$ 420.00									\$ 420.00
LaFox River Dr Bridge 604 LaFox River Dr	LS-497	0.08	\$ 110.00			\$ 55.00	\$ 700.00	\$ 75.00		\$ 50.00		\$ 990.00

Makers Park Armstrong St.	LS-498	0.45	\$ 200.00								\$ 200.00
MCCD Trailhead at Main St. N. of 609 S. Route 31	LS-501	0.39	\$ 280.00			\$ 120.00	\$ 120.00	\$ 120.00		\$ 60.00	\$ 700.00
Klasen Rd ROW Both Sides from Rt31 To City Limit	LS-507	2.51	\$ 3,540.00					\$ 85.00			\$ 3,625.00
20 Washington lot 20 Washington St.	LS-505	0.06	\$ 200.00					\$ 55.00		\$ 25.00	\$ 280.00
Cross Box 17 #17 - Edgewood 140' west of Harper	LS-201	0.01				\$ 40.00	\$ 120.00	\$ 55.00		\$ 25.00	\$ 240.00
Cross Box 18 #18 - Edgewood 180' east of Harper	LS-200	0.01				\$ 40.00	\$ 120.00	\$ 55.00		\$ 25.00	\$ 240.00
Cross Box 23 #23 - Circle Dr at Dead End	LS-196	0.01				\$ 40.00	\$ 120.00	\$ 55.00		\$ 25.00	\$ 240.00
Cross Box 25 #25 - 50 Armstrong St.	LS-195	0.02				\$ 40.00	\$ 120.00	\$ 55.00		\$ 25.00	\$ 240.00
Cross Box 26 #26 - 114 Edward St.	LS-194	0.02				\$ 40.00	\$ 120.00	\$ 55.00		\$ 25.00	\$ 240.00
Cross Box 27 #27 - NW Corner of Aroowhead & N Main	LS-193	0.02				\$ 40.00	\$ 120.00	\$ 55.00		\$ 25.00	\$ 240.00
Cross Box 28 #28 - NW Corner of Cary Rd & Geringer Rd	LS-192	0.02				\$ 40.00	\$ 120.00	\$ 55.00		\$ 25.00	\$ 240.00
Cross Box 32 #32- 14 N River Rd	LS-191	0.02				\$ 40.00	\$ 120.00	\$ 55.00		\$ 25.00	\$ 240.00
Cross Box 33 #33 - 300 S River Rd	LS-190	0.02				\$ 40.00	\$ 120.00	\$ 55.00		\$ 25.00	\$ 240.00
Cross Box 35 #35 - 233 Highland Ave	LS-189	0.02				\$ 40.00	\$ 120.00	\$ 55.00		\$ 25.00	\$ 240.00
Cross Box 37 #37 - 735 Tanglewood Dr	LS-188	0.02				\$ 40.00	\$ 120.00	\$ 55.00		\$ 25.00	\$ 240.00
Cross Box 38 #38 - 1930 Tahoe Pkwy	LS-187	0.02				\$ 40.00	\$ 120.00	\$ 55.00		\$ 25.00	\$ 240.00
Cross Box 39 #39 - 1620 Glacier Pkwy	LS-186	0.02				\$ 40.00	\$ 120.00	\$ 55.00		\$ 25.00	\$ 240.00

North Main Empty Lot N Main St- Between 409 & 321	LS-503	0.20	\$ 2,250.00								\$ 25.00	\$ 2,275.00
221 S Main St	LS-509	0.06				\$ 40.00	\$ 100.00	\$ 40.00			\$ 25.00	\$ 205.00
TOTAL ACRES		121.30									\$ 25.00	\$ 205.00
EAST - Per Cycle Cost			\$ 4,220.90	\$ -	\$ 105.00	\$ 1,201.25	\$ 54,119.00	\$ 425.40	\$ -	\$ 887.50	\$ 111.63	\$ 61,070.68
EAST - Total Cost			\$ 126,627.00	\$ -	\$ 630.00	\$ 9,610.00	\$ 54,119.00	\$ 12,762.00	\$ -	\$ 1,775.00	\$ 3,349.00	\$ 208,872.00

Ordinance Violation Mowing Hourly Rate: \$ 55.00

**VILLAGE OF ALGONQUIN
LANDSCAPE MAINTENANCE CONTRACT PROPOSAL**

It is understood that this proposal form, when signed by both parties shall constitute a contract for the period of time commencing on May 1, 2022 and terminating on November 15th, 2022. Subsequent season contracts shall be for the period of April 15 to November 15 of each year, should the parties agree to extend the contract for up to an additional two years. It is also understood that either party may cancel the whole or any part of this contract with the delivery of fifteen (15) days written notice to the other party. All proposed prices shall remain in effect for the entirety of said season.

It is further understood that the Village of Algonquin reserves the right to waive any formality in or to reject in whole or part any proposal or all proposals.

The undersigned having examined all proposal documents, and having visited all proposal site locations, is aware of all conditions affecting the professional landscape maintenance services requested and agrees to deliver said specified services for the length of the contract period for the proposal prices, as submitted.

SEBERT LANDSCAPE
1550 WEST BARTLETT ROAD
BARTLETT, IL 60103
630-497-1000
SHANNON HOBAN
Shannon@sebert.com



SEBERT

[Handwritten Signature] 3-15-2022

Proposer (Authorized Signature)

Date

Village Agent (Authorized Signature)

Date



March 15, 2022

Village of Algonquin, Public Works
110 Meyer Dr
Algonquin, IL 60102

Dear Village of Algonquin,

Enclosed are our Referrals and Equipment as requested:

Referrals:

Village of Algonquin
Village of Carpentersville
Village of Arlington Heights – Arlington Crossing – PSI Property Specialists
Aragon - PSI Property Specialists
Shenandoah - Hillcrest Management

Equipment and Crew:

Crew:

3-4 days
3 crews - 4 men / grass cutting and weeding
2 crews – 3 men / clean up, mulch, trimming and aeration

Equipment:

4 BobCatt 61" Riders
4 BobCatt 61" Standers
4 BobCatt 52" Standers
3 BobCatt 48" Standers
3 Small 21" Mowers
14 Echo Hand Trimmers and Edgers
4 Pick-Up Trucks
2 Full Size – Dump Trucks

A handwritten signature in black ink is written over a horizontal line. To the left of the signature is a large, handwritten "X" mark.

Task Cycles											
	Fine Mowing	Rough Mowing	Field Mowing	Fall Clean Up	Spring Clean Up/Bed Preparation	Bed Maintenance	Turf Weed Control/Fertilization	Core Aeration	Maintenance of Non-Turf Areas		
	30	12	6	8	1	30	2	2	30	Annual Site Total	
Location - East	Site #	Acres	***SHADED AREAS SHALL NOT BE QUOTED***								
Hillside Booster Station 1330 Hillside Dr.	LS-074	0.09	\$ 275.00		\$ 44.00	\$ 110.00	\$ 55.00		\$ 20.00	\$ 504.00	
Waste Water Treatment Plant 125 Wilbrandt St.	LS-075	5.67	\$ 4,500.00		\$ 800.00	\$ 3,000.00	\$ 880.00	\$ 550.00	\$ 20.00	\$ 9,750.00	
Stoneybrook Park 1200 Huntington Dr. North	LS-063	2.58	\$ 3,000.00		\$ 150.00	\$ 500.00	\$ 450.00		\$ 20.00	\$ 4,120.00	
Jaycee Park 1295 Parkwood Cir.	LS-064	1.22	\$ 3,190.00		\$ 150.00	\$ 350.00	\$ 250.00		\$ 20.00	\$ 3,960.00	
Parkview Terrace West Between 1300 Parkview & 1240 Fairmont Ct	LS-065	0.52	\$ 660.00				\$ 250.00		\$ 20.00	\$ 930.00	
High Hill Dam Harnish Dr. at Eagle Ridge	LS-067	1.02	\$ 1,590.00						\$ 20.00	\$ 1,610.00	
Huntington Booster 700 Huntington Dr.	LS-068	0.34	\$ 275.00		\$ 75.00	\$ 250.00	\$ 360.00	\$ 125.00	\$ 20.00	\$ 1,105.00	
Surrey Ln ROW 1020 Surrey Ln.	LS-071	0.40	\$ 1,100.00							\$ 1,100.00	
Gaslight Park 700 Terrace Dr.	LS-070	3.87	\$ 4,840.00		\$ 150.00	\$ 680.00	\$ 320.00		\$ 20.00	\$ 6,010.00	
Edgewood Rd. Both Sides Hanson Rd. to Rte. 31	LS-072	3.25	\$ 3,000.00						\$ 20.00	\$ 3,020.00	
Rattray Triangle Rattray and Hayes	LS-076	0.29	\$ 385.00				\$ 125.00			\$ 510.00	
Hill Climb Park 801 Circle Dr.	LS-078	5.65	\$ 6,900.00		\$ 150.00	\$ 850.00	\$ 125.00		\$ 20.00	\$ 8,045.00	
Armstrong St. 901 Armstrong St. to 901 W. Algonquin Rd.	LS-080	0.27		\$ 440.00						\$ 440.00	
Public Works 110 Meyer Dr.	LS-081	1.82	\$ 2,100.00		\$ 300.00	\$ 1,800.00	\$ 400.00		\$ 20.00	\$ 4,620.00	
Towne Park 100 Jefferson St.	LS-082	5.09	\$ 6,900.00		\$ 380.00	\$ 800.00	\$ 360.00		\$ 20.00	\$ 8,460.00	
Historic Village Hall 2 S. Main St.	LS-083	0.14	\$ 1,250.00		\$ 165.00	\$ 550.00	\$ 440.00	\$ 225.00	\$ 20.00	\$ 2,650.00	
Municipal Lot Parkways Corner of Washington to creek	LS-084	0.18	\$ 440.00				\$ 200.00		\$ 20.00	\$ 660.00	
126 S Harrison - Empty Lot	LS-084	0.00	omitted								
Cornish Park 101 Harrison St S.	LS-085	1.82	\$ 1,760.00		\$ 240.00	\$ 400.00	\$ 200.00		\$ 20.00	\$ 2,620.00	
Huntington Dr. Walls	LS-086	0.35			\$ 990.00	\$ 1,980.00	\$ 1,980.00			\$ 4,950.00	
Riverfront Park 201 Harrison St N.	LS-087	0.80	\$ 2,530.00		\$ 180.00	\$ 495.00	\$ 200.00		\$ 20.00	\$ 3,425.00	
Pioneer Park 1250 Getzelman Terrace	LS-088	0.64	\$ 1,430.00		\$ 220.00	\$ 1,000.00	\$ 200.00		\$ 20.00	\$ 2,870.00	
Pioneer Rd. from Cermak Rd. to Wildwood Rd.	LS-089	0.33		\$ 800.00						\$ 800.00	
Cary Road Booster Station 1091 Cary Rd. at Beachway Dr.	LS-090	0.35	\$ 990.00		\$ 165.00	\$ 275.00	\$ 220.00	\$ 165.00	\$ 20.00	\$ 1,835.00	

MCCD Trailhead at Main St. N. of 609 S., Route 31	LS-501	0.39	\$ 750.00			\$ 400.00	\$ 300.00	\$ 210.00		\$ 20.00	\$ 1,680.00	
Klassen Rd ROW Both Sides from Rt31 To City Limit	LS-507	2.51	\$ 3,600.00					\$ 320.00			\$ 3,920.00	
20 Washington lot 20 Washington St.	LS-505	0.06	\$ 250.00					\$ 125.00		\$ 20.00	\$ 395.00	
Cross Box 17 #17 - Edgewood 140' west of Harper	LS-201	0.01				\$ 200.00	\$ 310.00	\$ 125.00		\$ 20.00	\$ 655.00	
Cross Box 18 #18 - Edgewood 180' east of Harper	LS-200	0.01				\$ 200.00	\$ 310.00	\$ 125.00		\$ 20.00	\$ 655.00	
Cross Box 23 #23 - Circle Dr at Dead End	LS-196	0.01				\$ 200.00	\$ 310.00	\$ 125.00		\$ 20.00	\$ 655.00	
Cross Box 25 #25 - 50 Armstrong St.	LS-195	0.02				\$ 200.00	\$ 310.00	\$ 125.00		\$ 20.00	\$ 655.00	
Cross Box 26 #26 - 114 Edward St.	LS-194	0.02				\$ 200.00	\$ 310.00	\$ 125.00		\$ 20.00	\$ 655.00	
Cross Box 27 #27 - NW Corner of Aroowhead & N Main	LS-193	0.02				\$ 200.00	\$ 310.00	\$ 125.00		\$ 20.00	\$ 655.00	
Cross Box 28 #28 - NW Corner of Cary Rd & Geringer Rd	LS-192	0.02				\$ 200.00	\$ 310.00	\$ 125.00		\$ 20.00	\$ 655.00	
Cross Box 32 #32- 14 N River Rd	LS-191	0.02				\$ 200.00	\$ 310.00	\$ 125.00		\$ 20.00	\$ 655.00	
Cross Box 33 #33 - 300 S River Rd	LS-190	0.02				\$ 200.00	\$ 310.00	\$ 125.00		\$ 20.00	\$ 655.00	
Cross Box 35 #35 - 233 Highland Ave	LS-189	0.02				\$ 200.00	\$ 310.00	\$ 125.00		\$ 20.00	\$ 655.00	
Cross Box 37 #37 - 735 Tanglewood Dr	LS-188	0.02				\$ 200.00	\$ 310.00	\$ 125.00		\$ 20.00	\$ 655.00	
Cross Box 38 #38 - 1930 Tahoe Pkwy	LS-187	0.02				\$ 200.00	\$ 310.00	\$ 125.00		\$ 20.00	\$ 655.00	
Cross Box 39 #39 - 1620 Glacier Pkwy	LS-186	0.02				\$ 200.00	\$ 310.00	\$ 125.00		\$ 20.00	\$ 655.00	
North Main Empty Lot N Main St- Between 409 & 321	LS-503	0.20	\$ 750.00					\$ 125.00		\$ 20.00	\$ 895.00	
221 S Main St	LS-509	0.06				\$ 200.00	\$ 300.00	\$ 125.00		\$ 20.00	\$ 645.00	
TOTAL ACRES		120.84										
EAST - Per Cycle Cost			\$ 4,995.17	\$ -	\$ 1,206.67	\$ 930.50	\$ 28,570.00	\$ 495.00	\$ -	\$ 945.00	\$ 28.00	\$ 37,170.33
EAST - Total Cost			\$ 149,855.00	\$ -	\$ 7,240.00	\$ 7,444.00	\$ 28,570.00	\$ 14,850.00	\$ -	\$ 1,890.00	\$ 840.00	\$ 210,689.00

Ordinance Violation Mowing Hourly Rate:

\$

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**VILLAGE OF ALGONQUIN
LANDSCAPE MAINTENANCE CONTRACT PROPOSAL**

It is understood that this proposal form, when signed by both parties shall constitute a contract for the period of time commencing on May 1, 2019, and terminating on November 15th, 2019. Subsequent season contracts shall be for the period of April 15 to November 15 of each year, should the parties agree to extend the contract for up to an additional two years. It is also understood that either party may cancel the whole or any part of this contract with the delivery of fifteen (15) days written notice to the other party. All proposed prices shall remain in effect for the entirety of said season.

It is further understood that the Village of Algonquin reserves the right to waive any formality in or to reject in whole or part any proposal or all proposals.

The undersigned having examined all proposal documents, and having visited all proposal site locations, is aware of all conditions affecting the professional landscape maintenance services requested and agrees to deliver said specified services for the length of the contract period for the proposal prices, as submitted.

Proposers Information (Company name, address, phone number, primary contact information, email address, etc):

ANTHONY CINA
TRINITY LANDSCAPE OF NORTHERN ILLINOIS, INC
1050 TAMARAC DRIVE
CARPENTERSVILLE, IL 60110

PO BOX 24
WEST DUNDEE, IL 60118
847-426-0000



3-15-2022

Proposer (Authorized Signature)

Date

Village Agent (Authorized Signature)

Date

Task Cycles											General Services			
	Fine Mowing	Rough Mowing	Field Mowing	Fall Clean Up	Spring Clean Up/Bed Preparation	Bed Maintenance	Turf Weed Control/Fertilization	Core Aeration	Maintenance of Non-Turf Areas	Annual Site Total				
	30	12	6	8	1	30	2	2	30					
Location - West	Site #	Acres	***SHADED AREAS SHALL NOT BE QUOTED***											
Lakewood Tower 640 Academic Drive	LS-001	0.67	\$ 1,000.00			\$ 44.00	\$ 360.00	\$ 400.00			\$ 20.00	\$ 1,824.00		
Kelliher Park 800 Square Barn Rd	LS-002	11.86	\$ 19,000.00			\$ 600.00	\$ 3,600.00	\$ 360.00			\$ 20.00	\$ 23,580.00	\$ 23,580.00	
Well #13 901 Square Barn Rd.	LS-003	0.41	\$ 550.00									\$ 550.00		
Square Barn Rd. W. Side from 1000 Academic Dr. to 19900 Sq. Bn. Rd.	LS-004	2.20		\$ 1,100.00								\$ 1,100.00	\$ 1,100.00	
Square Barn Rd. E. Side from 3820 Monterey Cir. To 11 Wintergreen	LS-004			\$ 1,100.00									\$ 1,100.00	\$ 1,100.00
Water Treatment Plant #3 1000 Square Barn Rd.	LS-005	5.98	\$ 4,000.00			\$ 400.00	\$ 1,200.00	\$ 220.00		\$ 900.00	\$ 20.00	\$ 6,740.00		
Well #15 39W180 Huntley Rd.	LS-007	0.39	\$ 1,100.00				\$ 220.00	\$ 110.00			\$ 20.00	\$ 1,450.00		
James B. Wood Park 3711 Persimmon Dr & Goldenrod Dr. Entrance	LS-008	5.10	\$ 4,000.00			\$ 600.00	\$ 1,000.00	\$ 280.00			\$ 20.00	\$ 5,900.00	\$ 5,900.00	
Bunker Hill Island 3841 Bunker Hill Dr.	LS-009	0.15					\$ 110.00	\$ 110.00				\$ 220.00	\$ 220.00	
Bunker Hill Roadway Landscape 3551 Bunker Hill Dr. (Both Sides)	LS-009							\$ 110.00	\$ 110.00				\$ 220.00	\$ 220.00
Bunker Hill Roadway Landscape 3681 Bunker Hill Dr. (Both Sides)	LS-009							\$ 110.00	\$ 110.00				\$ 220.00	\$ 220.00
Bunker Hill Roadway Landscape At Fairway View Dr. (4 Corners)	LS-009							\$ 330.00	\$ 110.00				\$ 440.00	\$ 440.00
Spella Park Fairway View Dr. at Wintergreen Terr.	LS-010	12.96	\$ 18,000.00			\$ 600.00	\$ 3,200.00	\$ 360.00			\$ 20.00	\$ 22,180.00	\$ 22,180.00	
Terrace Hill Detentions Woods Creek Ln.	LS-011	4.23	\$ 4,000.00					\$ 360.00				\$ 4,360.00	\$ 4,360.00	
Bunker Hill Open Space Bunker Hill Dr. at Woods Creek	LS-013	2.01	\$ 2,000.00					\$ 360.00				\$ 2,360.00	\$ 2,360.00	
Bunker Hill N. Path Path North to Brookside Dr.	LS-014	1.32	\$ 1,500.00					\$ 360.00			\$ 20.00	\$ 1,880.00	\$ 1,880.00	
Fairway View Path Fairway View Dr to Brookside Ave	LS-015	1.02	\$ 946.00					\$ 360.00			\$ 20.00	\$ 1,326.00	\$ 1,326.00	
Woods creek L.S. 3045 W. Algonquin Rd.	LS-016	0.16	\$ 660.00			\$ 88.00	\$ 275.00	\$ 110.00			\$ 20.00	\$ 1,120.00	\$ 1,120.00	
Algonquin Rd. Island # 8	LS-017	0.12	\$ 1,100.00										\$ 165.00	
Village Entrance Sign Landscape Randall Rd. S. of Algonquin Rd.	LS-018	0.01					\$ 165.00	\$ 165.00					\$ 165.00	
Jacobs Tower 2600 Bunker Hill Dr.	LS-019	0.39	\$ 440.00			\$ 88.00	\$ 220.00	\$ 110.00		\$ 110.00	\$ 20.00	\$ 988.00		
Harnish Dr. S. Side Golden Eagle Dr. to Library	LS-020	0.60												
Grand Reserve L.S. 2870 Harnish Dr.	LS-021	0.38	\$ 550.00			\$ 165.00	\$ 330.00	\$ 165.00		\$ 88.00	\$ 20.00	\$ 1,318.00		
Pondview Park Pondview at Eineke Ln.	LS-022	1.05						\$ 360.00				\$ 756.00	\$ 756.00	
County Line Rd. Island West of Randall Rd. at Access Rd.	LS-023	0.03	\$ 396.00					\$ 360.00			\$ 20.00	\$ 756.00	\$ 756.00	
Randall Rd. Islands Rt 62 S. to Corporate Limits	LS-024	1.79	\$ 3,000.00					\$ 360.00				\$ 3,380.00	\$ 3,380.00	
Corporate Pkwy. Islands Islands W. of Randall Rd. to End	LS-025	1.27	\$ 1,980.00			\$ 330.00	\$ 1,980.00	\$ 880.00				\$ 5,170.00	\$ 5,170.00	

Village Entrance Sign (3 Passes) Randall Rd. at Grandview Dr.	LS-026	0.01				\$ 425.00	\$ 220.00				\$ 645.00	\$ 645.00
Broadsmore Dr. Islands E. of Randall Rd. to Stonegate Rd	LS-027	0.06				\$ 550.00	\$ 220.00				\$ 770.00	\$ 770.00
Broadsmore Park 2051 Broadsmore Dr.	LS-029	4.40	\$ 3,000.00		\$ 360.00	\$ 1,100.00	2u20		\$ 20.00		\$ 4,480.00	\$ 4,480.00
Brittany Hills L.S. 1470 Southridge Tr.	LS-030	0.01				\$ 11.00	\$ 99.00				\$ 110.00	
Longmeadow All Mowing & Planterbeds	LS-036	8.93	\$ 10,800.00				\$ 800.00				\$ 11,600.00	\$ 11,600.00
Wynnfield Park Wynnfield @ Richmond Ln.	LS-037	4.13	\$ 2,800.00				\$ 360.00		\$ 20.00		\$ 3,180.00	\$ 3,180.00
Sleepy Hollow Rd. East Side 1701 Foster Cir. To Longmeadow Pkwy	LS-038	0.91	\$ 1,800.00				\$ 1,100.00		\$ 20.00		\$ 2,920.00	\$ 2,920.00
Water Treatment Plant #2 1461 Wynnfield Dr.	LS-039	0.82	\$ 1,100.00		\$ 220.00	\$ 1,000.00	\$ 220.00		\$ 350.00	\$ 20.00	\$ 2,910.00	
Wynnfield Dr. ROW N. Side 1530 E. to First Residence	LS-040	0.13	\$ 330.00						\$ 20.00		\$ 350.00	\$ 350.00
Lawndale Park Lawndale and Kensington	LS-041	2.34	\$ 1,320.00				\$ 360.00		\$ 20.00		\$ 1,700.00	\$ 1,700.00
Well #9 2505 Sleepy Hollow Rd.	LS-042	0.14	\$ 550.00		\$ 88.00	\$ 165.00	\$ 110.00		\$ 110.00	\$ 20.00	\$ 1,043.00	
Willoughby Farms Park 2001 Wynnfield Dr	LS-044	8.10	\$ 8,910.00		\$ 490.00	\$ 2,600.00	\$ 450.00		\$ 20.00		\$ 12,470.00	\$ 12,470.00
Braewood Park 1100 Gaslight Dr.	LS-045	2.28	\$ 1,800.00				\$ 360.00				\$ 2,160.00	\$ 2,160.00
County Line Rd. ROW S.W. Corner @ Hansen Rd.	LS-046	0.73	\$ 660.00								\$ 660.00	\$ 660.00
Tunbridge Park 1365 Stonegate Rd.	LS-047	1.17	\$ 1,210.00		\$ 360.00	\$ 1,300.00	\$ 210.00		\$ 20.00		\$ 3,100.00	\$ 3,100.00
Hanson Road Tower 740 Hanson Rd.	LS-048	0.15	\$ 220.00		\$ 55.00	\$ 110.00	\$ 55.00		\$ 55.00	\$ 20.00	\$ 515.00	
High Hill Park 501 Kirkland Dr Too Harnish Dr.	LS-049	8.32	\$ 12,150.00		\$ 450.00	\$ 2,600.00	\$ 500.00		\$ 20.00		\$ 15,720.00	\$ 15,720.00
Village Hall 2200 Harnish Dr.	LS-052	1.36	\$ 4,950.00		\$ 550.00	\$ 3,080.00	\$ 880.00		\$ 550.00	\$ 20.00	\$ 10,030.00	
Stonegate Rd. / Huntington Dr. ROW	LS-053	1.75	\$ 1,300.00				\$ 260.00			\$ 20.00	\$ 1,580.00	\$ 1,580.00
Stonegate Rd. ROW 245 Stonegate Rd.	LS-054	0.17	\$ 440.00						\$ 20.00		\$ 460.00	\$ 460.00
Stonegate Island 245 Stonegate Rd.	LS-055	0.18	\$ 440.00			\$ 220.00	\$ 220.00		\$ 20.00		\$ 900.00	\$ 900.00
Oakleaf Rd. ROW Between 60 & 70 Oakleaf Rd.	LS-056	0.04	\$ 220.00				\$ 220.00		\$ 20.00		\$ 460.00	\$ 460.00
Oakleaf Rd. ROW 225 S. to 305 Buckingham Dr.	LS-057	0.04	\$ 440.00				\$ 220.00		\$ 20.00		\$ 680.00	\$ 680.00
Huntington Dr. N. ROW N. Side Between 335 Buckingham Dr. & 260 Lake Dr. S.	LS-058	0.24	\$ 440.00				\$ 220.00		\$ 20.00		\$ 680.00	\$ 680.00
Lake Dr. S. Detention 115 Lake Dr. S.	LS-059	1.61	\$ 1,320.00			\$ 880.00	\$ 220.00		\$ 20.00		\$ 2,440.00	\$ 2,440.00
Arquilla Dr. ROW Between 1550 & 1580 Arquilla Dr.	LS-060	0.07	\$ 330.00				\$ 220.00		\$ 20.00		\$ 570.00	\$ 570.00
Hanson Rd. ROW (Both Sides) County Line Rd. to Huntington Dr.	LS-062	7.40	\$ 5,280.00						\$ 20.00		\$ 5,300.00	\$ 5,300.00
Hanson Rd. ROW E. Side Parcels and ROW to Home	LS-062		\$ 1,650.00								\$ 1,650.00	\$ 1,650.00
Hanson Rd. ROW W. Side Algonquin Rd. to Home	LS-062		\$ 660.00								\$ 660.00	\$ 660.00

Hanson Booster 11595 Hanson Rd.	LS-134	0.04	\$ 330.00			\$ 140.00	\$ 380.00	\$ 200.00		\$ 20.00	\$ 1,070.00	
White Chapel Detention Just East of 1450 White Chapel Ln	LS-142	0.49	\$ 880.00					\$ 220.00		\$ 20.00	\$ 1,120.00	\$ 1,120.00
Notting Hill ROW At Wynfield	LS-143	0.22	\$ 330.00					\$ 220.00		\$ 20.00	\$ 570.00	\$ 570.00
Eineke Path & ROW	LS-166	1.02	\$ 1,210.00					\$ 220.00		\$ 20.00	\$ 1,450.00	\$ 1,450.00
Hanson Rd. Landscaped Wall 100 Hanson Rd.	LS-174	0.19				\$ 1,000.00	\$ 330.00			\$ 20.00	\$ 1,350.00	\$ 1,350.00
5615 Edgewood Dr.	LS-220	1.11	\$ 1,210.00			\$ 800.00	\$ 330.00				\$ 2,340.00	\$ 2,340.00
Village Entrance Sign Landscape Algonquin Rd. W. of Wentworth Dr.	LS-221	0.05	SITE ELIMINATED									\$ -
1560 Westbourne Pkwy ROW	LS-223	0.07	\$ 220.00							\$ 20.00	\$ 240.00	\$ 240.00
Huntington Detention 1830 Huntington dr N.	LS-225	1.20	\$ 1,200.00			\$ 600.00	\$ 330.00			\$ 20.00	\$ 2,150.00	\$ 2,150.00
Creeks Crossing Nature Preserve 1661 Foster Cir.	LS-226	0.39	\$ 900.00			\$ 220.00	\$ 125.00			\$ 20.00	\$ 1,265.00	\$ 1,265.00
Stone Ridge Bike Path Connector 1461 Wynfield Dr	LS-227	0.19	\$ 800.00							\$ 20.00	\$ 820.00	\$ 820.00
Huntington Dr PRV SW Corner Huntington & Stonegate	LS-499	0.01				\$ 140.00	\$ 220.00	\$ 125.00			\$ 485.00	
Spring Hill SW Corner County Line & Hanson	LS-500	0.01				\$ 140.00	\$ 220.00	\$ 125.00			\$ 485.00	
Randall Rd Tunnel Path & ROW E ROW Between Car Dealers & Path to Stonegate	LS-506	0.98	\$ 1,400.00							\$ 20.00	\$ 1,420.00	\$ 1,420.00
Cross Box 1 #1 - RT62 & Wentworth	LS-184	0.02				\$ 140.00	\$ 220.00	\$ 125.00		\$ 20.00	\$ 505.00	\$ 505.00
Cross Box 3 #3 - 201 Greensview Dr	LS-183	0.02				\$ 140.00	\$ 220.00	\$ 125.00		\$ 20.00	\$ 505.00	\$ 505.00
Cross Box 4 #4 - 721 Greensview Dr	LS-182	0.02				\$ 140.00	\$ 220.00	\$ 125.00		\$ 20.00	\$ 505.00	\$ 505.00
Cross Box 6 #6 - 3025 Talaga Dr	LS-181	0.02				\$ 140.00	\$ 220.00	\$ 125.00		\$ 20.00	\$ 505.00	\$ 505.00
Cross Box 12 #12 - SW Corner of Stonegate & White Oak	LS-177	0.02				\$ 140.00	\$ 220.00	\$ 125.00		\$ 20.00	\$ 505.00	\$ 505.00
Cross Box 13 #13 - 1720 Stone Ridge Ln	LS-176	0.02				\$ 140.00	\$ 220.00	\$ 125.00		\$ 20.00	\$ 505.00	\$ 505.00
Cross Box 16 #16 - 1037 Interloch Ct	LS-202	0.02				\$ 140.00	\$ 220.00	\$ 125.00		\$ 20.00	\$ 505.00	\$ 505.00
Cross Box 19 #19 - 1490 Spring Hill Dr	LS-199	0.02				\$ 140.00	\$ 220.00	\$ 125.00		\$ 20.00	\$ 505.00	\$ 505.00
Cross Box 21 #21 - Harnish N side, 75' E of Sawmill Ln	LS-198	0.02				\$ 140.00	\$ 220.00	\$ 125.00		\$ 20.00	\$ 505.00	\$ 505.00
Cross Box 22 #22 - 1500 Huntington Dr N	LS-197	0.02				\$ 140.00	\$ 220.00	\$ 125.00		\$ 20.00	\$ 505.00	\$ 505.00
TOTAL ACRES		115.72										\$ 164,487.00
WEST - Per Cycle Cost			\$ 4,514.07	\$ -	\$ 366.67	\$ 642.25	\$ 28,091.00	\$ 481.63	\$ -	\$ 1,081.50	\$ 28.67	\$ 35,205.78
WEST - Total Cost			\$ 135,422.00	\$ -	\$ 2,200.00	\$ 5,138.00	\$ 28,091.00	\$ 14,449.00	\$ -	\$ 2,163.00	\$ 860.00	\$ 188,323.00

Ordinance Violation Mowing Hourly Rate: \$ -

**VILLAGE OF ALGONQUIN
LANDSCAPE MAINTENANCE CONTRACT PROPOSAL**

It is understood that this proposal form, when signed by both parties shall constitute a contract for the period of time commencing on May 1, 2019, and terminating on November 15th, 2019. Subsequent season contracts shall be for the period of April 15 to November 15 of each year.

should the parties agree to extend the contract for up to an additional two years. It is also understood that either party may cancel the whole or any part of this contract with the delivery of fifteen (15) days written notice to the other party. All proposed prices shall remain in effect for the entirety of said season.

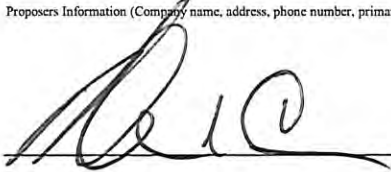
It is further understood that the Village of Algonquin reserves the right to waive any formality in or to reject in whole or part any proposal or all proposals.

The undersigned having examined all proposal documents, and having visited all proposal site locations, is aware of all conditions affecting the professional landscape maintenance services requested and agrees to deliver said specified services for the length of the contract period for the proposal prices, as submitted.

Proposer Information (Company name, address, phone number, primary contact information, email address, etc):

Anthony Cina
Trinity Landscape of Northern Illinois, Inc
1050 Tamarac Dr
Carpentersville, IL 60110

PO Box 24
West Dundee, IL 60110
847-426-0000



3-15-2022

Proposer (Authorized Signature)

Date

Village Agent (Authorized Signature)

Date



Village of Algonquin
Police Department



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

DATE: April 8, 2022
To: Tim Schloneger, Village Manager
FROM: John Bucci, Police Chief
SUBJECT: Kane County IGA ~ Animal Control Services

Attached please find the Intergovernmental Agreement between the Village of Algonquin and Kane County for animal control services. The renewal will be for a two year period as previous agreements have been.

I respectfully request the Committee of the Whole consider this request and forward it to the Village Board for approval.

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022 by and between the COUNTY OF KANE, a body politic and corporate, and the _____, an Illinois municipal corporation.

WHEREAS, the County of Kane ("Kane County") is a body politic and corporate, duly organized and existing under the Constitution and laws of the State of Illinois; and

WHEREAS, the _____ ("Municipality") is an Illinois municipal corporation; and

WHEREAS, Kane County pursuant to the Animal Control Act, 510 ILCS 5/1 et seq. (the "Act") has certain rights, duties and obligations with respect to rabies control and registration of dogs and cats on a county-wide basis, and also has primary responsibility for animal control activities within unincorporated Kane County and

WHEREAS, the Municipality has the right, but not the obligation to control animal activities in its corporate limits, and has historically taken the primary responsibility for animal control activities within its corporate limits; and

WHEREAS, pursuant to Kane County Board Ordinance 07-254, passed July 10, 2007, Kane County is ready, willing and able to contract with the municipalities of Kane County to provide them with select animal control services, including but not limited to pick-up of straying dogs running at large, sick or injured dogs and small, wild mammals such as skunks, raccoons, and bats and providing housing and adoption services for animals in its custody to the best of its ability at Kane County Animal Control ("Animal Control"), located at 4060 Keslinger Road, Geneva, IL, (the "Facility") the Kane County; and

WHEREAS, all requests for service must be made to the Animal Control Administrator or its designee from the Municipality's police department or Municipal Official authorized to request service on behalf of the Municipality; and

WHEREAS, the parties have a mutual interest in long term planning for straying animal control services in Kane County; and

WHEREAS, pursuant to Article VII Section 10 of the Constitution of the State of Illinois and Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, units of local government are authorized and empowered to enter into agreements to obtain and share services and to exercise jointly or transfer any powers or functions not prohibited by law; and

WHEREAS, the Chairman of the Kane County Board has heretofore been authorized pursuant to Resolution to enter into an intergovernmental agreement with the Municipality as herein provided;

NOW, THEREFORE the COUNTY OF KANE and the [REDACTED] do hereby agree as follows:

Section 1. Incorporation of Recitals.

The facts and statements contained in the preamble to this Agreement are hereby incorporated herein as if fully set forth.

Section 2. Pickup Service Provided.

Upon a request made to the Animal Control Administrator or its designee from the Municipality's police department or Municipal Official authorized to request service on behalf of the Municipality, Animal Control will provide pickup service for straying dogs found within the limits of the Municipality, and for pickup of animals from locations where a forcible entry and detainer action results in an eviction conducted by the Kane County Sheriff, and shall transport them to the Facility or another County designated animal shelter for a service fee to be paid to the County as provided in Section 5-49(a) of the Kane County Code.

Section 3. Complaint Calls - Response.

The Kane County Animal Control Department will respond to complaint calls, as provided in Section 5-49(a) of the Kane County Code, to assist the Municipality's police department (or appropriate Municipal officials if no police department exists), for barking dogs, dogs running at large, and sick or injured wildlife outside of a building or structure within the limits of the Municipality and shall transport them to the Facility or another County designated animal shelter. The service fee to be paid to the County shall be that shown on **Exhibit A**. In the event that a call is placed to the Kane County Animal Control Department for pickup services after the hours of **8 pm** on weekdays and **all day** on weekends, the Municipality shall make its best effort to contact the Kane County Animal Control Department to advise of any call offs as soon as possible in the event of an owner reclaiming a lost animal or other similar event. The foregoing is meant to eliminate the need for Kane County Animal Control Department staff to travel and incur unnecessary expenses during non-working hours. Additionally, in the event the Municipality does not have a police department, the Municipality shall provide Kane County Animal Control with contact information for individuals who may be contacted outside of normal business hours who shall have authority to make determinations concerning the use of services under this Agreement. Should the Kane County Animal Control Department face unexpected budgeting concerns rendering the services described herein impossible to provide at the fees described herein, upon formal written notice by the Kane County Animal Control Administrator, the parties may renegotiate the financial terms of this Agreement. If the parties are unable to reach an agreement as to such renegotiation, any party may cancel this Agreement upon 30 days' written notice.

Section 4. Vicious or Dangerous Dogs.

The Kane County Animal Control Department shall cooperate with the police department of the Municipality in responding to complaints relating to vicious or dangerous dogs at the

Municipality's request. All complaints and proceedings shall be handled as provided in Sections 15 and 15.2 of the Act.

Section 5. Invoices for Services.

Kane County shall invoice the Municipality for services provided at the end of each month and the Municipality shall remit payment to Kane County in full within thirty (30) days. The County invoice shall, at a minimum, specify the dates of service, particulars regarding the animal serviced and the types of services rendered. The County shall retain the right to limit, suspend, or terminate services to the Municipality if it shall omit to pay any fees within sixty (60) days of receipt of the County's invoice therefore. All fees for services shall be deposited by the County as set forth in Resolution 06-330.

Section 6. Termination of prior Agreements; Waiver of Fees.

Upon the effective date of this Agreement, any and all prior agreements between Kane County and the Municipality are hereby terminated and abrogated.

Section 7. Fees and Charges to Individual Owners.

Nothing in this Agreement shall be construed to limit the right of Kane County or the municipality to increase or impose any fees or charges to individual owners as permitted or provided by law.

Section 8. Effective Date; Termination.

This Agreement shall commence upon the affixing of the last signature of any officer required to sign this Agreement, which date shall be deemed the "Effective Date." This Agreement shall remain in full force and in effect until [REDACTED] with two one-year renewal options. The Municipality shall notify the county in writing, not less than 60 days prior to the expiration date, of its intent to exercise each renewal option.

Section 9. Additional Agreements.

The Parties agree to meet to work towards a long term solution to the regional issues of animal control. To that end, the County will assist the Municipality cooperatively with Metro West to participate in developing a plan to meet specific anticipated demand for animal control services due to municipal growth. Failure by the Municipality to participate in good faith in said meetings shall be a breach of the terms of this agreement by the Municipality. The Municipality shall provide the Administrator of Kane County Animal Control with the names and telephone contact information of no fewer than two individuals at the Municipality who shall serve as the point of contact for issues relating to this Agreement, logistical issues, and billing concerns.

In order to best educate the public about the procedures for reporting straying animals and in an effort to reduce time or confusion associated with such calls for assistance, the parties agree to publish a statement on their respective websites explaining the correct steps for members of the public to take when reporting a straying animal. Each Party shall provide a hyperlink to the website of the other, in order to direct users to the proper point of contact. The statement posted should contain similar language to the following:

Depending on where you live in Kane County, you may be served by your local animal control facility, your police department, a state agency, or Kane County Animal Control. In order to handle your concern in the most efficient manner, first determine whether you live in an incorporated or unincorporated area of Kane County to make sure you contact the appropriate agency first.

If you live in an incorporated village, town, or city:

For concerns, complaints, and stray animals, contact your police department or town hall first. The police will handle the matter, and will contact Kane County Animal Control for assistance when necessary. If you are a resident of Elgin or Aurora, please contact your city's animal control facility first.

If you live in an unincorporated area of Kane County:

Your concerns, complaints and stray animal control are handled by Kane County Animal Control. Please call 630-232-3555.

Section 10. Service Provision Subject to Shelter Capacity.

The County shall reserve 30% of the animal shelter capacity for the exclusive use of the County for provision of services to residents of unincorporated Kane County and for its use for provision of County-wide animal bite investigation services. If, at any time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders constitute more than 60% but less than 70% of total shelter capacity, the Administrator shall notify the Municipality as provided for in Section 12 of this Agreement. If, at that time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders has reached 70% of the total shelter capacity, the Administrator shall notify the Municipality that Animal Control services for new additional animals are being suspended and for what time period they shall be suspended to the Municipality and to all other municipal contract-holders. In the event of service suspension, the County shall work with the Municipality to identify and obtain animal control services from other service providers in the geographic area, but it shall be the sole responsibility of the Municipality to secure such services for its residents during the service suspension period, and the County shall have no obligation, responsibility or liability to the Municipality for animal control services except as provided by other applicable law. Animal Control services shall be reinstated when the Animal Control Administrator determines that the unused shelter capacity has exceeded 30% for two consecutive weeks.

Section 11. Indemnification.

The Municipality shall indemnify, defend and hold harmless Kane County and its officers, agents, and employees of and from any and all claims, demands, suits at law or in equity, of any kind and manner, which in any way occur or arise in connection with Kane County's services or facilities provided pursuant to this Agreement, except as to claims of negligence, intentional, willful or wanton acts committed by the County and its officers, agents and employees and/or to the extent prohibited by law or public policy. In the event of a claim being made by the County under this Section, the County shall be entitled to be defended by

counsel of its own choosing, and the Municipality shall pay any reasonable attorneys' fees and expenses incurred by the County in connection therewith.

Section 12. Notices.

Any notices permitted or required to be given under this Agreement shall be deemed given if sent by certified mail, return receipt requested, or by personal delivery to the person to who it is addressed, to the following:

Main To
Animal Control Administrator
Kane County Animal Control
4060 Keslinger Rd.
Geneva, IL 60134

With a copy to:
County of Kane

Kane County Government Center
719 South Batavia Avenue - Building A - 2nd Floor Geneva, IL 60134
Attention: County Board Chairwoman

With a copy to:
States Attorney, Chief of the Civil Division
100 South Third Street, 4th Floor
Geneva, IL 60134

If to the Municipality:

until notice of change of address is given in the manner provided. Notice by fax transmission or email communication shall not be sufficient unless required by an applicable statute.

Section 13. Severability.

If any provision, clause or section of this Agreement shall be ruled or held invalid by any Court of competent jurisdiction, then and in such event such finding of invalidity shall not affect the remaining provisions of this Agreement which can be given effect without such invalid provisions and to that end to provisions of this Agreement are Severable.

Section 14. Entire Agreement of the Parties.

This Agreement, and any ordinances or resolutions incorporated herein by reference or by operation of law constitutes the entire agreement of the parties and no modifications by course of conduct or oral agreement shall be valid unless reduced to writing and duly adopted by the Kane County Board and the Municipality.

Section 15. Binding Effect; Successors' Assignment.

This Agreement shall be binding upon the respective parties hereto, and their lawful successors in interest, except that Kane County shall not assign performance of this Agreement to another unit of local government without the written consent of the Municipality.

WHEREFORE, the parties have caused this Agreement to be signed as of the date and year first above written.

COUNTY OF KANE

By: _____
Corinne Pierog County Board Chairman

ATTEST: _____
John A. Cunningham
Kane County Clerk

MUNICIPALITY