

**COMMITTEE OF THE WHOLE**  
**JUNE 20, 2023**  
**VILLAGE BOARD ROOM**  
**2200 HARNISH DRIVE, ALGONQUIN**  
**7:45 P.M.**

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

AGENDA

- 1. Roll Call – Establish a Quorum**
- 2. Public Comment – Audience Participation**  
*(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)*
- 3. Community Development**
  - A. Consider a Public Event for the AAYO Aces Round Robin Softball Tournament July 1 and 2 at the Algonquin Lake Fields
  - B. Consider an Amendment to Ordinances 2003-O-44 and 2004-O-44 to Approve a Final Plat of Resubdivision No. 2 for the Algonquin Commons Planned Unit Development
  - C. Consider a Preliminary Planned Development for the Flats on County Line Road Senior Housing Development
- 4. General Administration**
  - A. Presentation – Presidential Park Design Update
- 5. Public Works & Safety**
  - A. Consider Certain Vehicles as Surplus
  - B. Consider Certain Equipment as Surplus
  - C. Consider an Agreement with Water Well Solutions Illinois, LLC for the Motor Replacement in Well 9
  - D. Consider an Agreement with HR Green for the Design Services for Surrey Lane Streambank Restoration
  - E. Consider an Agreement with HR Green for the Woods Creek Reach 8 Phase 1 & 2 Engineering Services
  - F. Consider an Agreement with HR Green for the Souwanas Outfall Stabilization Design Engineering Services
  - G. Consider an Amendment to the Agreement with Christopher Burke Engineering for the On-Site Construction Observation Services for the Trails of Woods Creek Development
  - H. Consider a Resolution Requesting Permission from the Illinois Department of Transportation to Close a State Highway on Saturday, July 22 for the Founder's Days Parade
- 6. Executive Session** (if needed)
- 7. Other Business**
- 8. Adjournment**



# Village of Algonquin

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

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## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	June 20, 2023
<b><u>SUBMITTED BY:</u></b>	Patrick Knapp, Senior Planner
<b><u>DEPARTMENT:</u></b>	Community Development
<b><u>SUBJECT:</u></b>	Algonquin Aces/AAYO Round Robin, July 1 & 2, 2023

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### **ACTION REQUESTED:**

Tim Moran, on behalf of Algonquin Aces, is seeking approval for a Public Event/Entertainment License for the Algonquin Aces July Tournament occurring on July 1 & 2.

### **DISCUSSION:**

This is a non-profit event that will be held for the Girls Fast Pitch Softball Tournament at the Algonquin Lakes Fields. The applicant expects up to 100 participants between 7 am and 5 pm on Saturday, July 2, and Sunday, July 3.

### **RECOMMENDATION:**

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

- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- All garbage/debris from the event shall be deposited in on-site trash bins by the event coordinator. The Village will pick up trash on Sunday and Monday mornings;
- Any on-site food truck operators will need to apply for a separate permit through the Village of Algonquin;
- Any temporary tents or structures shall be properly weighted or tied down in accordance with manufacturers' instructions. No cooking under tents unless the tent is certified for such use. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter.
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public.
- The applicant shall abide by all provisions of the Algonquin Municipal Code with specific attention to the Public Event/Entertainment section along with all provisions/requirements of the Public Event/Entertainment License Application checklist and the application provided.

In addition, Staff recommends that the Village Board grant a three (3) year approval for the Algonquin Aces to hold a Softball Tournament in July. The applicant would still be required to submit a Public Event License to

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Staff and Staff would have the authority to administratively approve the event so long as there are no major differences from the requested Public Event License before you today.

**ATTACHMENTS:**

- Public Event License Application

## Indemnification, Waiver and Release

*To be signed by all: applicant, sponsor, organizer, promoter and permittee/licensee.*

The Permittee/Licensee shall indemnify and hold harmless the Village, its officers, boards, commissions, agents, elected, elected officials, and employees (collectively, "the Village Indemnitees") from any and all costs, demands, expenses, fees and expenses, arising out of: (a) breach or violation by the Permittee/Licensee of any of its certifications, representations, warranties, covenants or agreements in its application and permit/license issued by the Village; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from the negligent performance by or on behalf of the Permittee/Licensee; or (c) any negligent act, activity or omission of permittee or an or its employees, representatives, subcontractors or agents.

The Permittee/Licensee agrees to indemnify, defend and hold harmless the Village Indemnitees against and from any and all losses, claims, demands, causes of action, actions, suits, proceedings, damages, costs and/or liabilities of every kind and nature, whatsoever (including, but not limited to expenses for reasonable legal fees, and disbursements and liabilities assumed by the Village in connection therewith), to persons or property, in any way arising out of or through the acts or omissions of the Permittee/Licensee, its servants, agents or employees, or to which the negligence of the Permittee/Licensee shall in any way contribute.

Permittee/Licensee hereby waives and releases all claims against the Village Indemnitees or arising out of the issuance of a permit to Permittee/Licensee for any and all injuries to persons or damage to property from any cause arising at any time during the event listed herein or the issuance of the Permit/License.

The term "Permittee/Licensee" refers to the applicant, as well as any sponsor, organizer, promoter of the event. Each undersigned represents and warrants that he/she has authority to execute this Indemnification, Waiver and Release Agreement on behalf of the person or entity for which he/she has signed.

Permittee/  
Licensee: \_\_\_\_\_

Circle all  
that apply:    Applicant   Sponsor   Organizer   Promoter

By: \_\_\_\_\_  
          [Print] *Tim Moran*  
          \_\_\_\_\_  
          [Signature]

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



Village of Algonquin  
**PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION**

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

Please type or print legibly.

**Official Name of the Event:** \_\_\_\_\_

**Sponsoring Organization:**

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

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Event Coordinator:**

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

Home Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Event Information:**

Describe the Nature of the Event: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Event Address: \_\_\_\_\_

Date(s) and Time(s) of the Event: \_\_\_\_\_

Rain Date(s), if applicable: \_\_\_\_\_

Set-Up Date/Time: \_\_\_\_\_

Maximum Number of Attendees/Participants Expected: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

Event Website: \_\_\_\_\_

**Event Details:**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Do you wish to serve alcoholic beverages? Yes \_\_\_\_\_ No \_\_\_\_\_

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

Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes \_\_\_\_\_ No \_\_\_\_\_

*If Yes, please describe type, band name(s), and hours of performance and if there will be a stage: \_\_\_\_\_*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Name of on-site contact during the event (please print): \_\_\_\_\_  
On-site contact's cell number: \_\_\_\_\_  
On-site contact's work number: \_\_\_\_\_  
On-site contact's home number: \_\_\_\_\_

**Affidavit of Applicant:**

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

*Tim Moran*

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Applicant



# Village of Algonquin

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## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	June 20, 2023
<b><u>SUBMITTED BY:</u></b>	Jason C. Shallcross, AICP Patrick M. Knapp, AICP
<b><u>DEPARTMENT:</u></b>	Community Development Department
<b><u>SUBJECT:</u></b>	Approval of an Amendment to Ordinances 2003-O-44 and 2004-O-44 to approve a Final Plat of Resubdivision No. 2 for the Algonquin Commons Planned Unit Development.

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### **ACTION REQUESTED:**

Sherry DeVoge, the “Petitioner”, is seeking approval of a major amendment to Ordinances 2003-O-44 and 2004-O-44 and as amended as Ordinances 2010-O-39, 2022-O-42, and 2023-O-17 and approval of a Final Plat of Resubdivision No. 2, the “Request”. The “Subject Property” is located west of Randall Road between County Line Road and Corporate Parkway and is commonly known as the Algonquin Commons. The Final Plat will subdivide Lot 1 into eight (8) lots. The Petitioner is making this request as a requirement of their Lender to refinance.

### **BOARD/COMMISSION REVIEW:**

The Planning and Zoning Commission reviewed the request for the major amendment at the June 12, 2023, Planning and Zoning Commission Meeting.

The Planning and Zoning Commission accepted staff’s findings as the findings of the Planning and Zoning Commission and recommended approval with a vote of 6-0, subject to staff’s recommended conditions. No public input was received for this case.

### **RECOMMENDATION:**

Staff recommends approval of a major Amendment Ordinance to 2003-O-44 (*An Ordinance Issuing A Special Use Permit and Approving a Final Plat of Subdivision and Final planned Development for a 600,000 Square Foot Retail Center*) and Ordinance 2004-O-44 (*An Ordinance Issuing A Special Use Permit and Approving A Final Plat of Subdivision For Phase II of the Algonquin Commons Retail Center*) which were previously amended as Ordinance 2010-O-39 (*An Ordinance Approving a Preliminary and Final PUD Amendment for Lot 2 of Algonquin Commons*), Ordinance 2022-O-42 (*An Ordinance Approving a Major Amendment to the Final Planned Development and Approving the Final Plat of Resubdivision of Phase II of the Algonquin Commons Retail Center*), and Ordinance 2023-O-17 (*An Ordinance Approving a Major Planned*



*Development Amendment for the Algonquin Commons and approval of a Final Plat of Subdivision Algonquin Commons Resubdivision No. 1) and approval of a Final Plat of Resubdivision No. 2, as outlined in the Planning & Zoning Staff Report for Case No. PZ-2023-10, subject to the following conditions and final staff approval of all plans:*

- a. The Final Plat of Resubdivision titled “Final Plat of Subdivision Algonquin Commons Resubdivision No. 2”, as prepared by Jacob & Hefner Associates, with the latest revision date of May 23, 2023

**ATTACHMENTS:**

- Exhibit A. Planning & Zoning Staff Report for Case No. PZ-2023-10
- Exhibit B. Legal Description
- Exhibit C. Final Plat of Resubdivision titled “Final Plat of Subdivision Algonquin Commons Resubdivision No. 1”, Plat of Survey
- Exhibit D. Final Plat of Resubdivision titled “Final Plat of Subdivision Algonquin Commons Resubdivision No. 2”, Building Elevations and Floor Plans
- Exhibit E. Resubdivision No. 2 Lot lines overlaid on an aerial Preliminary Photometric Plan
- Exhibit F. Letter from the Financial Institution requiring the Resubdivision
- Exhibit G. June 12, 2023, DRAFT Planning & Zoning Commission Minutes



**STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT**

Jason C. Shallcross, AICP  
Director of Community Development

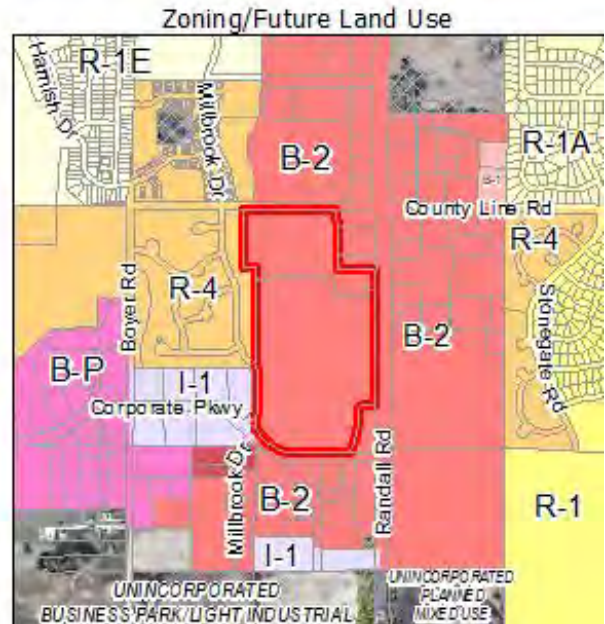
Patrick M. Knapp, AICP  
Senior Planner

<b>CASE NUMBER:</b>	PZ-2023-10
<b>MEMO DATE:</b>	May 31, 2023
<b>PUBLIC HEARING DATE:</b>	June 12, 2023
<b>PROPERTY ADDRESS/LOCATION:</b>	1900 South Randall, NW Corner of Randall Rd and Corporate Pkwy
<b>APPLICANT/PROPERTY OWNER:</b>	Sherry DeVoge Red Mountain Group/Algonquin 1 LLC

**Summary of Request**

Sherry DeVoge, the “Petitioner” representing the Algonquin Commons, applied for a Major Amendment to Ordinance 2003-O-44 and 2004-O-44 and approval of a Final Plat of Resubdivision No. 2 for the Algonquin Commons located west of Randall Road between County Line Road and Corporate Parkway. The Final Plat will subdivide Lot 1 into eight (8) lots. The Petitioner is making this request as a requirement of the refinancing of the Algonquin Commons.

Staff supports the Petitioner’s requests, subject to the conditions listed in this report.



Existing Zoning	Existing Land Use/Improvements	Surrounding Zoning   Land Use	Property Size
B-2 General Retail Incorporated	Commercial	North: B-2   Commercial East: B-2   Commercial B-2   Agriculture South: B-2   Commercial West: R-4   Multi Family Residential I-1   Vacant	66.884 ac

**Staff Recommendation Summary**

Approve

Deny

**Approve with Conditions**

**Discussion of Staff Recommendation**

**Request**

*Note that this approval will not approve any physical changes to the Subject Property. Only a change of the lot lines.*

**Amendment to the Planned Development**

The Petitioner is amending the existing Planned Development that was approved through Ordinances 2003-O-44 and 2004-O-44. A Major Amendment is required to approve and reference a new Final Plat of Subdivision.

**Final Plat of Subdivision Algonquin Commons Resubdivision No. 2**

The Subject Property was subdivided from two (2) Lots to three (3) Lots in October 2022. The Petitioner will now be subdividing Lot 1 into eight (8) Lots. With this resubdivision, outlot buildings with one tenant will be on their own Lot, the future Link, Street, and adjacent retail buildings will be on a Lot, and the south half of the main center and a majority of the parking will remain on Lot 1. A blanket cross-access easement is being included over all parking areas except for the future location of the Link, Playground, and Field. The blanket cross-access easement will ensure that all Lots have perpetual access to public roadways.

Table 1: Breakdown of the acreage of the lots created by Resubdivision No. 2

<b>Lot</b>	<b>Proposed</b>	<b>Use</b>
Lot 1	40.6 ac	South half of main center, The Playground, The Field, majority of the parking, ingress and egress into the Algonquin Commons
Lot 2	4.0 ac	The Link, The Street, and adjacent Retail Buildings
Lot 3	0.7 ac	Biaggi's Ristorante Italiano
Lot 4	0.5 ac	Bulldog Ale House
Lot 5	0.5 ac	The Tile Shop
Lot 6	0.6 ac	On the Border Mexican Grill & Cantina
Lot 7	0.4 ac	Tap House Grill
Lot 8	0.5 ac	Jared

There will be no lot line changes to Lot 2 (north half of the center) and Lot 3 (Ashley Furniture) from Resubdivision No. 1.

**Next Steps**

The Request by the Petitioner will go to the Committee of the Whole for discussion and advancement to the Village Board. If the Village Board approves the Request, the approving Ordinance and Plat will be recorded.

**Standards & Findings**

The Planning and Zoning Commission shall review the Standards & Findings of Fact (Section 21.11.E of the Algonquin Zoning Ordinance) and 1) accept them without changes, 2) accept with changes, or 3) reject the findings. The Planning and Zoning Commission should use the Findings of Fact to guide their recommendation to the Village Board on the petitioner's request.

The Petitioner finds that no dwelling units, new buildings, demolition or addition of off-street parking are proposed by this amendment. There is no proposed change in use of the lots. No new open space or recreational facilities are proposed and any currently standing provisions for maintenance of shared facilities will remain in place. As this is an existing commercial planned development, landscape including trees, shrubs, and an earthen berm are pre-existing as required throughout the site.

Staff finds that the Petitioner’s request meets the intent of the Zoning Code and the approval will not negatively impact the health, safety, and general welfare of persons working or residing in the area.

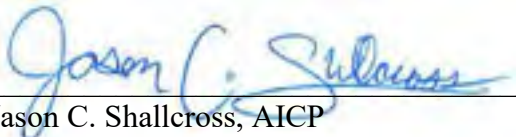
**Staff Recommendation**

Staff recommends approval of a major Amendment Ordinance to 2003-O-44 (*An Ordinance Issuing A Special Use Permit and Approving a Final Plat of Subdivision and Final planned Development for a 600,000 Square Foot Retail Center*) and Ordinance 2004-O-44 (*An Ordinance Issuing A Special Use Permit and Approving A Final Plat of Subdivision For Phase II of the Algonquin Commons Retail Center*) which were previously amended as Ordinance 2010-O-39 (*An Ordinance Approving a Preliminary and Final PUD Amendment for Lot 2 of Algonquin Commons*), Ordinance 2022-O-42 (*An Ordinance Approving a Major Amendment to the Final Planned Development and Approving the Final Plat of Resubdivision of Phase II of the Algonquin Commons Retail Center*), and Ordinance 2023-O-17 (*An Ordinance Approving a Major Planned Development Amendment for the Algonquin Commons and approval of a Final Plat of Subdivision Algonquin Commons Resubdivision No. 1*) and approval of a Final Plat of Resubdivision No. 2, consistent with the findings of fact outlined in this report, and subject to the conditions listed below. Based on these findings, Staff recommends that the Planning and Zoning Commission make a motion to adopt Staff’s findings as the findings of the Planning and Zoning Commission and recommend **approval** of the following motion:

1. “To adopt Staff’s findings as the findings of the Planning Zoning Commission and to approve a Major Amendment to Ordinances 2003-O-44 and 2004-O-44 and as amended as Ordinances 2010-O-39, 2022-O-42, and 2023-O-17 and approve the Final Plat of Resubdivision titled “Final Plat of Subdivision Algonquin Commons Resubdivision No. 2”, as prepared by Jacob & Hefner Associates, with the latest revision date of May 23, 2023, as outlined in the staff report for case PZ-2023-10, subject to the following conditions and final staff approval:
  - a. The Final Plat of Resubdivision titled “Final Plat of Subdivision Algonquin Commons Resubdivision No. 2”, as prepared by Jacob & Hefner Associates, with the latest revision date of May 23, 2023.

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

I concur:



Jason C. Shallcross, AICP  
Director of Community Development

**Attachments:**

- Exhibit A. Final Plat of Resubdivision titled “Final Plat of Subdivision Algonquin Commons Resubdivision No. 1”, Plat of Survey
- Exhibit B. Final Plat of Resubdivision titled “Final Plat of Subdivision Algonquin Commons Resubdivision No. 2”, Building Elevations and Floor Plans
- Exhibit C. Proposed Lot lines overlaid on an aerial Preliminary Photometric Plan
- Exhibit D. Letter from the Financial Institution requiring the Resubdivision

EXHIBIT A

Legal Description of the Subject Property

PARCEL 1: LOT 1 IN ALGONQUIN COMMONS, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 2006 AS DOCUMENT NUMBER 2006K007237, IN KANE COUNTY, ILLINOIS

PARCEL 2: EASEMENTS FOR ROADWAYS, WATERMAIN, SANITARY SEWER, STORM SEWER AND DETENTION FACILITY FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN AMENDED AND RESTATED DECLARATION OF EASEMENTS, RESTRICTIONS AND MAINTENANCE AGREEMENT FOR ALGONQUIN COMMONS LIFESTYLE CENTER RECORDED OCTOBER 12, 2004 AS DOCUMENT 2004K132533.

PARCEL 3: LOT 2 IN ALGONQUIN COMMONS, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 2006 AS DOCUMENT NUMBER 2006K007237, IN KANE COUNTY, ILLINOIS.

EXCEPTING FROM THE ABOVE DESCRIBED PARCEL LAND TAKEN FOR PUBLIC ROAD PURPOSES BY PLAT OF DEDICATION RECORDED MARCH 6, 2009 AS DOCUMENT 2009K016937 AND CERTIFICATE OF CORRECTION RECORDED MARCH 6, 2009 AS DOCUMENT 2009K016938, DESCRIBED AS FOLLOWS:

THAT PART OF LOT 2 IN ALGONQUIN COMMONS, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ALGONQUIN, DUNDEE TOWNSHIP, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 2006 AS DOCUMENT 2006K007237, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN MILLBROOK MARKETPLACE RECORDED AS DOCUMENT NUMBER 2002R0114204, IN MCHENRY COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 46 MINUTES 32 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF COUNTY LINE ROAD PER SAID MILLBROOK MARKETPLACE, 109.88 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 28 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 80.00 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY LINE ROAD PER SAID ALGONQUIN COMMONS, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 2 IN SAID ALGONQUIN COMMONS; THENCE SOUTH 89 DEGREES 46 MINUTES 32 SECONDS EAST, ALONG SAID LINE 529.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 46 MINUTES 32 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 100.00 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 28 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 14.00 FEET TO A POINT ON A LINE 14.00 FEET SOUTHERLY OF AND PARALLEL TO SAID SOUTH

RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 46 MINUTES 32 SECONDS WEST, ALONG SAID PARALLEL LINE, 100.00 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 28 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE 14.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4: EASEMENTS FOR ROADWAYS, WATERMAINS, SANITARY SEWER, STORM SEWER AND DETENTION FACILITIES FOR THE BENEFIT OF PARCEL 3 AS SET FORTH AND DEFINED W DECLARATION OF EASEMENTS, RESTRICTIONS AND MAINTENANCE AGREEMENT DATED OCTOBER 8, 2003 AND RECORDED NOVEMBER 4, 2003 AS DOCUMENT NO. 2003K194483, KANE COUNTY, ILLINOIS AS AMENDED AND RESTATED BY AMENDED AND RESTATED DECLARATION OF EASEMENTS, RESTRICTIONS AND MAINTENANCE AGREEMENT FOR ALGONQUIN COMMONS LIFESTYLE CENTER AND THE EXCHANGE AT ALGONQUIN COMMONS MADE EFFECTIVE AS OF NOVEMBER 4, 2003 AND RECORDED OCTOBER 12, 2004 AS DOCUMENT NO. 2004K132533, KANE COUNTY, ILLINOIS

Commonly known as 1900 South Randall Road, Algonquin, in Kane County, Illinois 60102

PARCEL INDEX NUMBERS

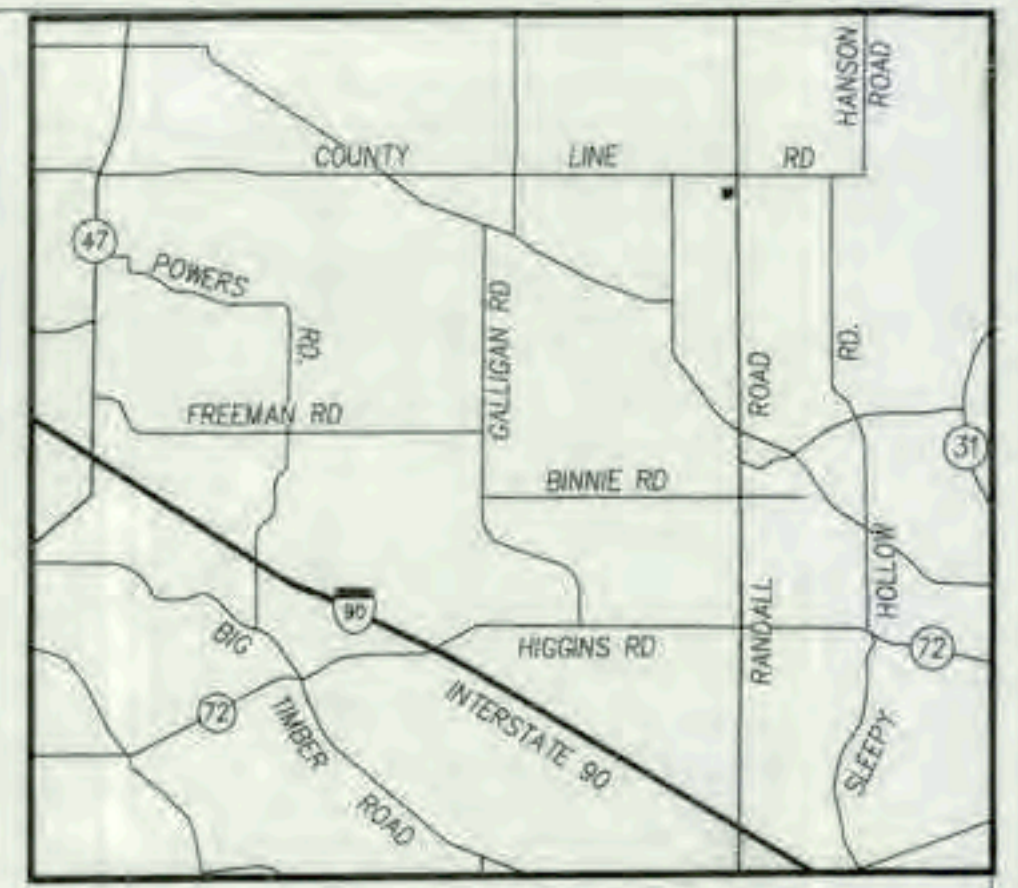
03-06-226-002  
03-06-276-001

# FINAL PLAT OF SUBDIVISION ALGONQUIN COMMONS RESUBDIVISION NO. 1

BEING A RESUBDIVISION OF PART OF LOTS 1 AND 2 IN ALGONQUIN COMMONS SUBDIVISION RECORDED JANUARY 19, 2006 AS DOCUMENT NUMBER 2006K007237, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

2023K002333

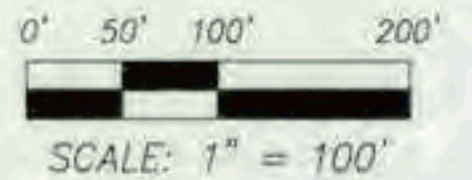
Sandy Wegman  
RECORDER - KANE COUNTY, IL  
RECORDED: 1/23/2023 02:24 PM  
R/C FEE: \$3.00  
PAGES: 4



Vicinity Map - Not to Scale

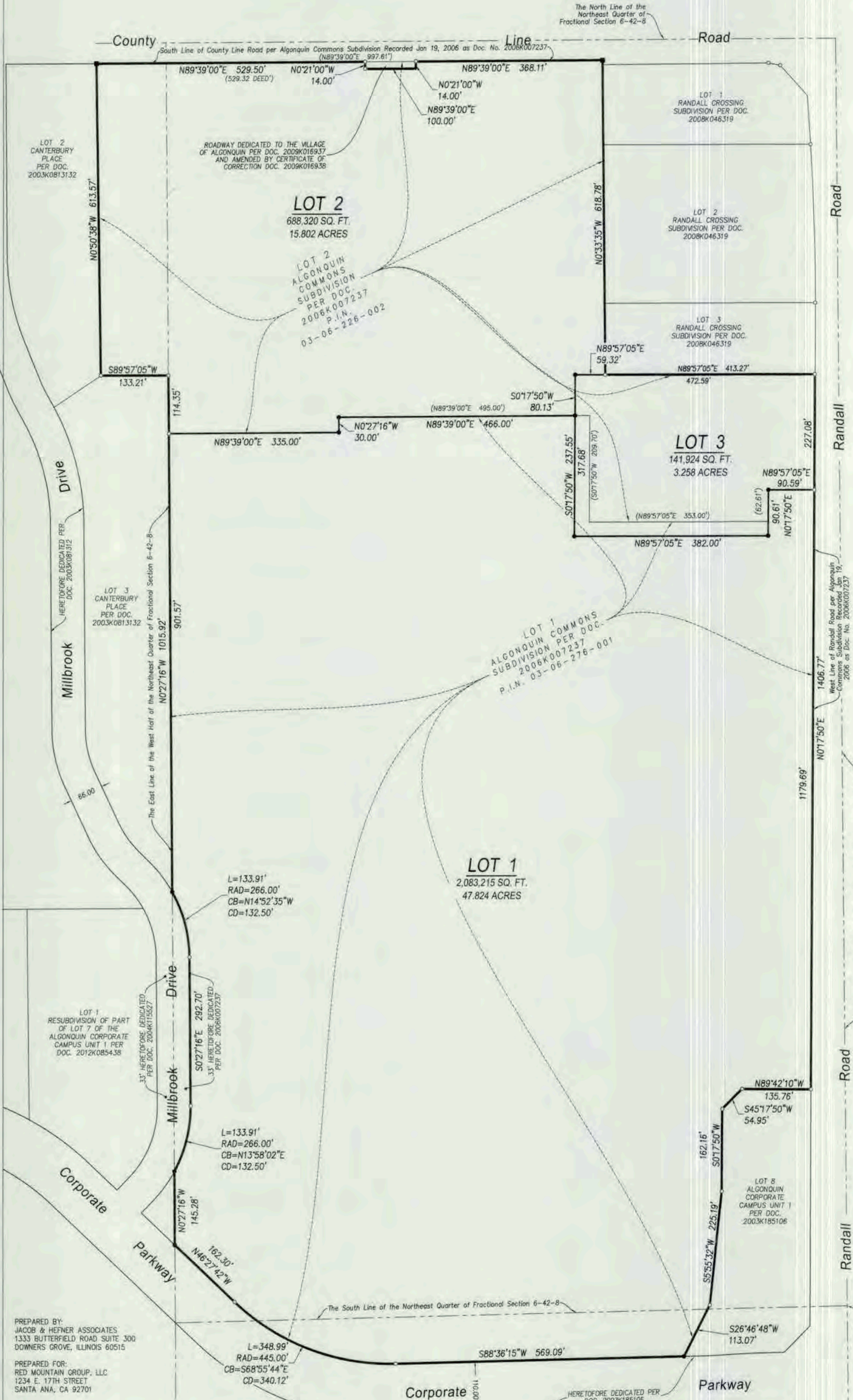
**BASIS OF BEARINGS**

THE EAST LINE OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 6-42-B. 500°33'35"E.



**NOTE:**

THE FOLLOWING LANGUAGE IS SHOWN ON ALGONQUIN COMMONS PER DOCUMENT NUMBER 2006K007237: THERE SHALL BE NO ACCESS TO RANDALL ROAD FROM LOT 2 AND THERE SHALL ONLY BE ONE ACCESS TO RANDALL ROAD FROM LOT 1, THE ACCESS SHALL BE AT THE LOCATION OF COMMONS DRIVE.



AREA SUMMARY		
DESIGNATION	SQ. FT.	ACRES
LOT 1	2,083,215	47.824
LOT 2	688,320	15.802
LOT 3	141,924	3.258
<b>TOTAL</b>	<b>2,913,459</b>	<b>66.884</b>

- ABBREVIATIONS**
- XXX.XX' MEASURED DIMENSION
  - (XXX.XX') RECORD DIMENSION
  - CB CHORD BEARING
  - CD CHORD DISTANCE
  - DOC. DOCUMENT
  - L ARC LENGTH
  - NO. NUMBER
  - P.I.P. PARCEL INDEX NUMBER
  - P.U.E. PUBLIC UTILITY EASEMENT
  - RAD. RADIUS
  - CONCRETE MONUMENT TO BE SET

PREPARED BY:  
JACOB & HEFNER ASSOCIATES  
1333 BUTTERFIELD ROAD SUITE 300  
DOWNERS GROVE, ILLINOIS 60515

PREPARED FOR:  
RED MOUNTAIN GROUP, LLC  
1234 E. 17TH STREET  
SANTA ANA, CA 92701

**JACOB & HEFNER ASSOCIATES**  
1333 Butterfield Road, Suite 300, Downers Grove, IL 60515  
PHONE: (630) 652-4609, FAX: (630) 652-4601  
www.jacobandhefner.com  
Illinois Professional Design Firm  
License No. 184-063073 Exp. 4/30/23



REVISED 10-03-22  
**SHEET 1 OF 4**

Survey No.:	D 0 3 6 v
Ordered By.:	Red Mountain Group, Inc.
Description:	Algonquin Commons Resubdivision No. 1
Date Prepared:	June 28, 2022
Scale:	1" = 100'
Prepared By.:	SWP

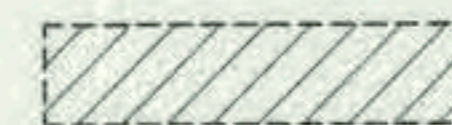
H:\10\DOBRY\ALGONQUIN\ALGONQUIN\_FINAL\_PLAT\_OF\_RESUBDIVISION.DWG

# FINAL PLAT OF SUBDIVISION ALGONQUIN COMMONS RESUBDIVISION NO. 1

BEING A RESUBDIVISION OF PART OF LOTS 1 AND 2 IN ALGONQUIN COMMONS SUBDIVISION RECORDED JANUARY 19, 2006 AS DOCUMENT NUMBER 2006K007237, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

### CROSS ACCESS EASEMENT PROVISIONS

A CROSS ACCESS EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL OWNERS WITHIN THIS SUBDIVISION, THEIR HEIRS, SUCCESSORS, ASSIGNS AND INVITEES, OVER ALL AREAS HEREON PLATTED AND DESIGNATED "CROSS ACCESS EASEMENT HEREBY GRANTED" FOR THE RIGHT OF TRANSFER ACROSS THE PROPERTY FOR PEDESTRIAN AND VEHICULAR TRAFFIC. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT THE SAME MAY BE USED FOR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.



CROSS HATCHED AREA DENOTES CROSS ACCESS EASEMENT HEREBY GRANTED

### BASIS OF BEARINGS

2023K002333

Sandy Wegman  
RECORDER - KANE COUNTY, IL  
RECORDED 1/23/2023 02:24 PM  
REC FEE: \$3.00  
PAGES: 4

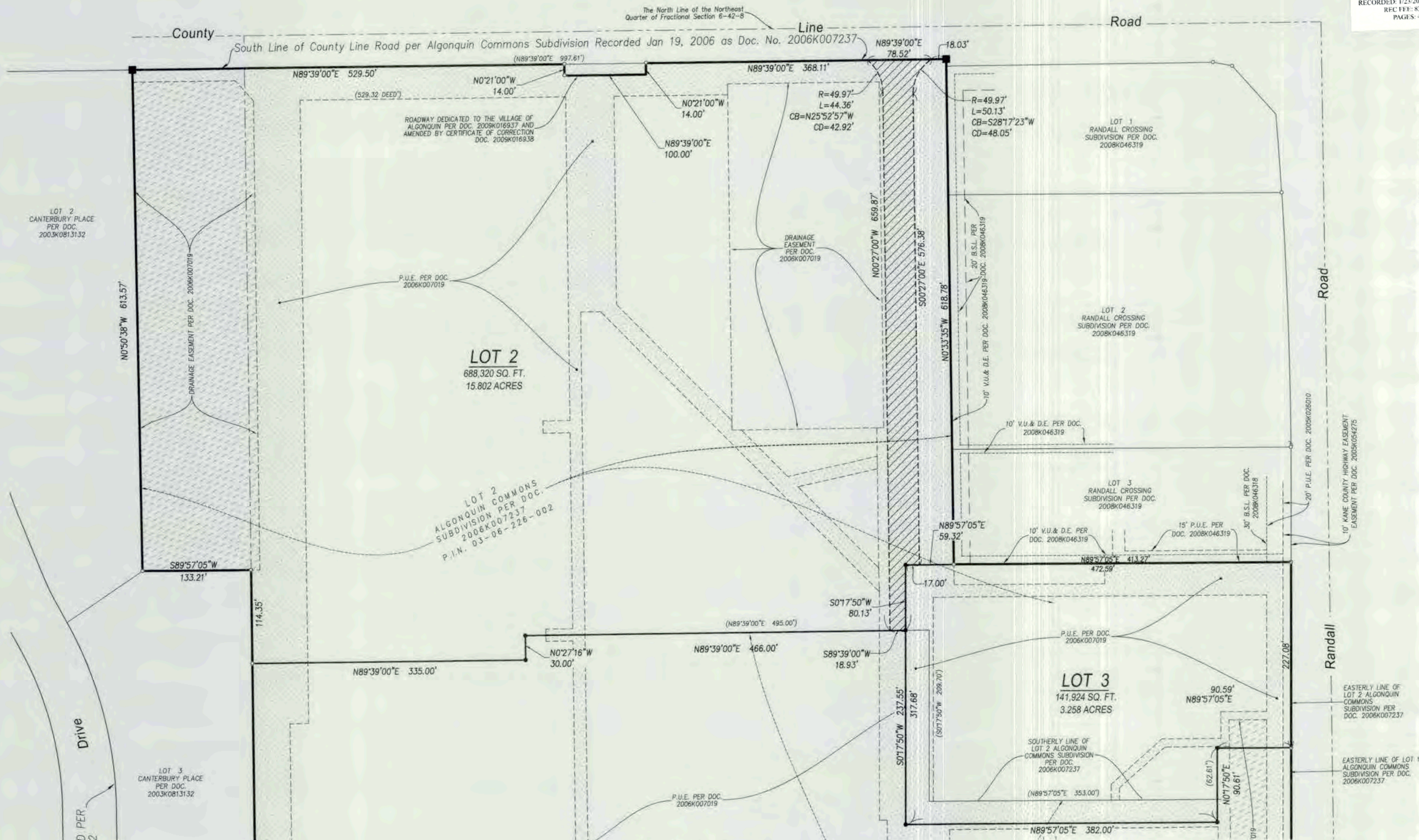
ILLINOIS STATE PLANE COORDINATES - EAST ZONE - NORTH AMERICAN DATUM OF 1983 - ADJUSTED TO GROUND COORDINATES

0' 30' 60' 120'

SCALE: 1" = 60'

### ABBREVIATIONS

XXX.XX'	MEASURED DIMENSION
(XXX.XX')	RECORD DIMENSION
CB	CHORD BEARING
CD	CHORD DISTANCE
DOC.	DOCUMENT
L	ARC LENGTH
NO.	NUMBER
P.I.P.	PARCEL INDEX NUMBER
P.U.E.	PUBLIC UTILITY EASEMENT
RAD	RADIUS
■	CONCRETE MONUMENT TO BE SET



SEE SHEET 3 OF 4

PUBLIC UTILITY EASEMENT (P.U.E.) PER DOC. 2006K007019

DRAINAGE EASEMENT PER DOC. 2006K007019

**LOTS 2 AND 3  
EASEMENT DETAIL**

Survey No.:	D 0 3 6 v
Ordered By:	Red Mountain Group, Inc.
Description:	Algonquin Commons Resubdivision No. 1
Date Prepared:	June 28, 2022
Scale:	1" = 60'
Prepared By:	KBP

**JACOB & HEFNER ASSOCIATES**  
1333 Butterfield Road, Suite 300, Downers Grove, IL 60515  
PHONE: (630) 452-4600, FAX: (630) 452-4481  
www.jacobandhefner.com  
Illinois Professional Design Firm  
License No. 184-003873 Exp. 4/30/23

H:\10\2023\15\DMG\PLAT OF RESUBDIVISION\0036\PLAT OF RESUBDIVISION.DWG





PARCEL INDEX NUMBERS

03-06-226-002  
03-06-276-001

2023K002333

Sandy Wegman  
RECORDER - KANE COUNTY, IL

RECORDED: 1/23/2023 02:24 PM  
REC FEE: \$3.00  
PAGES: 4

# FINAL PLAT OF SUBDIVISION ALGONQUIN COMMONS RESUBDIVISION NO. 1

BEING A RESUBDIVISION OF PART OF LOTS 1 AND 2 IN ALGONQUIN COMMONS  
SUBDIVISION RECORDED JANUARY 19, 2006 AS DOCUMENT NUMBER 2006K007237,  
BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH,  
RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

### OWNER'S CERTIFICATE

(LOTS 1 AND 2 ALGONQUIN COMMONS)

STATE OF California )  
COUNTY OF Orange ) SS

THIS IS TO CERTIFY THAT ALGONQUIN I LLC AS OWNER OF THE PROPERTY DESCRIBED IN THE ANNEXED PLAT, HAS CAUSED THE SAME TO BE PLATTED AS INDICATED HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

### SCHOOL DISTRICT STATEMENT

PURSUANT TO SECTION 1.005 OF THE PLAT ACT, 765 ILCS 205, THIS DOCUMENT SHALL SERVE AS THE SCHOOL DISTRICT STATEMENT. TO THE BEST OF THE OWNER'S KNOWLEDGE THE SCHOOL DISTRICT(S) IN WHICH THE TRACT OF LAND LIES, IS IN THE FOLLOWING SCHOOL DISTRICT(S):

ELEMENTARY/MIDDLE/HIGH SCHOOL

COMMUNITY UNIT SCHOOL DISTRICT 300  
2550 HARNISH DRIVE  
ALGONQUIN, IL 60102

DATED AT Santa Ana, CA THIS 12th DAY  
OF January ~~2022~~ 2023.

ALGONQUIN I LLC  
18800 VON KARMAN AVE, SUITE A  
IRVINE, CALIFORNIA, 92612-1724

BY: [Signature]

NAME: MICHAEL H. MUGEL

TITLE: MANAGER

### NOTARY CERTIFICATE

STATE OF California )  
COUNTY OF Orange ) SS

I HEREBY CERTIFY THAT 1/12/2023, Michael H. Mugel,  
WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATION BE KNOWN  
TO ME AS SUCH OWNER, WITNESS MY HAND AND NOTARIAL SEAL THIS

12th DAY OF January ~~2022~~ 2023

Beth Copes  
(NOTARY PUBLIC)

Beth Copes  
(PRINTED SIGNATURE)



MY COMMISSION EXPIRES: 12/31/2025

### MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS

FARMERS & MERCHANTS BANK of Long Beach, CALIFORNIA  
HEREBY CERTIFIES THAT AS MORTGAGEE'S OF THE PROPERTY DESCRIBED HEREON  
UNDER MORTGAGE DATED October 4, 2021 AND RECORDED IN THE  
RECORDER'S OFFICE AT KANE COUNTY, ILLINOIS  
RECORDED ON (DATE) October 7, 2021  
AS DOCUMENT 2021K076201  
IT CONSENTS TO THE DEDICATION AND SUBDIVISION AS HEREON DRAWN.

THIS 28th DAY OF December, 2022

[Signature]

BY: TWEYNCH  
SENIOR VICE PRESIDENT  
DEPUTY CHIEF CREDIT OFFICER  
FARMERS & MERCHANTS BANK

### NOTARY CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF LOS ANGELES ) SS

I HEREBY CERTIFY THAT THE PERSON(S)/CORPORATION(S) WHOSE NAMES  
ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE ARE KNOWN TO ME  
AS SUCH MORTGAGEE(S), GIVEN UNDER MY HAND AND NOTARY SEAL

THIS 28th DAY OF December, 2022

[Signature] LOLITA T. PARULAN, MARCH 21, 2025  
(Notary Public) LOS ANGELES COUNTY (Commission Expires)

### CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS )  
COUNTIES OF McHENRY AND KANE ) SS

I, Jim Schloeger VILLAGE  
COLLECTOR OF THE VILLAGE OF ALGONQUIN, ILLINOIS, DO HEREBY CERTIFY  
THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL  
ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN  
APPORTIONED AGAINST THE LAND INCLUDED IN THIS PLAT OF SUBDIVISION.

DATED AT ALGONQUIN, McHENRY AND KANE COUNTIES, ILLINOIS

THIS 13th DAY OF December, 2022 A.D.

BY: [Signature]  
VILLAGE COLLECTOR

### SURFACE WATER DRAINAGE STATEMENT

STATE OF ILLINOIS )  
COUNTY OF Dupage ) SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF  
SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS  
SUBDIVISION OR ANY PART THEREOF, OR, IF SUCH SURFACE WATER  
DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE  
FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC  
AREAS, OR DRAINS WHICH THE OWNER HAS A RIGHT TO USE, AND THAT  
SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH  
GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE  
LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE  
CONSTRUCTION OF THIS SUBDIVISION.

OWNER: ALGONQUIN I LLC

BY: [Signature]

PRINTED: MICHAEL H. MUGEL

TITLE: MANAGER

DATE: 1/12/2023

Kristen A. Bruns  
REGISTERED PROFESSIONAL ENGINEER

PRINTED: Kristen A. Bruns

DATE: 12/16/2022



### VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS )  
COUNTIES OF McHENRY AND KANE ) SS

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF ALGONQUIN McHENRY COUNTY AND KANE COUNTY,  
ILLINOIS

THIS 13th DAY OF December, 2022 A.D.

BY: [Signature] VILLAGE PRESIDENT

ATTEST: [Signature] VILLAGE CLERK



### PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS )  
COUNTIES OF McHENRY AND KANE ) SS

THIS IS TO CERTIFY THAT MEMBERS OF THE PLANNING AND ZONING  
COMMISSION OF THE VILLAGE OF ALGONQUIN, McHENRY COUNTY AND  
KANE COUNTY, ILLINOIS HAVE REVIEWED THE ABOVE PLAT.

DATED THIS 12TH DAY OF DECEMBER, 2022 A.D.

BY: [Signature] CHAIRPERSON

BY: \_\_\_\_\_ SECRETARY

### KANE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS

THIS INSTRUMENT NO. 2023K002333  
WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF WILL COUNTY, AFORESAID ON

THE 23rd DAY OF January, 2023

AT 2:24 O'CLOCK P. M.

Sandy Wegman  
KANE COUNTY RECORDER

### COUNTY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS

ACCEPTED AND APPROVED THIS 7th DAY OF DECEMBER,  
A.D. 2022.

BY: [Signature]  
COUNTY ENGINEER

### KANE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KANE ) SS

I, JOHN A. CUNNINGHAM, COUNTY CLERK OF KANE  
COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT  
GENERAL TAXES, NO UNPAID, 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 SUBJECT PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY AT GENEVA, ILLINOIS,

THIS 15th DAY OF DECEMBER, 2022 A.D.

BY: [Signature]  
COUNTY CLERK



### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

THIS IS TO CERTIFY THAT I, CARL COOK, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE  
STATE OF ILLINOIS, AT THE REQUEST OF THE OWNERS THEREOF, HAVE SURVEYED, SUBDIVIDED  
AND PLATTED FOR THE PURPOSES HEREON SET FORTH THE FOLLOWING DESCRIBED PROPERTY:

LOT 1 IN ALGONQUIN COMMONS, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6,  
TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE  
PLAT THEREOF RECORDED JANUARY 19, 2006 AS DOCUMENT NUMBER 2006K007237

TOGETHER WITH:

LOT 2 IN ALGONQUIN COMMONS, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6,  
TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE  
PLAT THEREOF RECORDED JANUARY 19, 2006 AS DOCUMENT NUMBER 2006K007237, IN KANE  
COUNTY, ILLINOIS.

EXCEPTING FROM THE ABOVE DESCRIBED PARCEL LAND TAKEN FOR PUBLIC ROAD  
PURPOSES BY PLAT OF DEDICATION RECORDED MARCH 8, 2009 AS DOCUMENT  
2009K016937 AND CERTIFICATE OF CORRECTION RECORDED MARCH 6, 2009 AS  
DOCUMENT 2009K016936, DESCRIBED AS FOLLOWS:

THAT PART OF LOT 2 IN ALGONQUIN COMMONS, BEING A SUBDIVISION OF PART OF  
FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 2006 AS  
DOCUMENT 2006K007237, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN MILLBROOK MARKETPLACE  
RECORDED AS DOCUMENT NUMBER 2002R0114204, IN McHENRY COUNTY, ILLINOIS;  
THENCE NORTH 89 DEGREES 46 MINUTES 32 SECONDS WEST, ALONG THE NORTH  
RIGHT-OF-WAY LINE OF COUNTY LINE ROAD PER SAID MILLBROOK MARKETPLACE, 109.89  
FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 28 SECONDS WEST, PERPENDICULAR TO  
THE LAST DESCRIBED COURSE, 80.00 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY  
LINE OF COUNTY LINE ROAD PER SAID ALGONQUIN COMMONS, SAID POINT ALSO BEING  
THE NORTHWEST CORNER OF LOT 2 IN SAID ALGONQUIN COMMONS; THENCE SOUTH 89  
DEGREES 46 MINUTES 32 SECONDS EAST, ALONG SAID LINE 529.32 FEET TO THE POINT  
OF BEGINNING; THENCE SOUTH 89 DEGREES 46 MINUTES 32 SECONDS EAST, ALONG SAID  
SOUTH RIGHT-OF-WAY LINE, 100.00 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 28  
SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 14.00 FEET TO A  
POINT ON A LINE 14.00 FEET SOUTHERLY OF AND PARALLEL TO SAID SOUTH  
RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 46 MINUTES 32 SECONDS WEST,  
ALONG SAID PARALLEL LINE, 100.00 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 28  
SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE 14.00 FEET TO THE  
POINT OF BEGINNING.

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID  
SURVEY AND PLAT WHICH WAS PREPARED IN COMPLIANCE WITH THE LAWS OF THE STATE OF  
ILLINOIS, AND THAT THE PROPERTY DESCRIBED AND SHOWN HEREON IS WITHIN THE CORPORATE  
LIMITS OF THE VILLAGE OF ALGONQUIN, ILLINOIS. ALL DISTANCES ARE SHOWN IN FEET AND  
DECIMALS THEREOF. IRON RODS WITH CAPS WILL BE SET AT ALL CORNERS EXCEPT WHERE  
CONCRETE MONUMENTS ARE INDICATED.

I FURTHER CERTIFY THAT ACCORDING TO A SCALED INTERPRETATION OF THE FEDERAL  
EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS FOR KANE COUNTY, ILLINOIS  
AND INCORPORATED AREAS PANEL 65 OF 410 MAP NUMBER 1708C0085H, MAP REVISED  
AUGUST 3, 2009, THE SUBJECT PROPERTY FALLS WITHIN "ZONE X" (AREAS DETERMINED TO BE  
OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

GIVEN UNDER MY HAND AND SEAL THIS 3rd DAY OF JUNE IN THE YEAR 2022.

[Signature]

CARL J. COOK  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003543  
JACOB & HEFNER ASSOCIATES  
MY LICENSE EXPIRES NOVEMBER 30, 2024



Survey No.:	D 0 3 8 v
Ordered By:	Red Mountain Group, Inc.
Description:	Final Plat of Subdivision
Date Prepared:	June 28, 2022
Scale:	N/A
Prepared By:	ERP



PLAT SUBMITTED FOR RECORDING BY:  
VILLAGE OF ALGONQUIN  
2200 HARNISH DRIVE  
ALGONQUIN, IL 60102

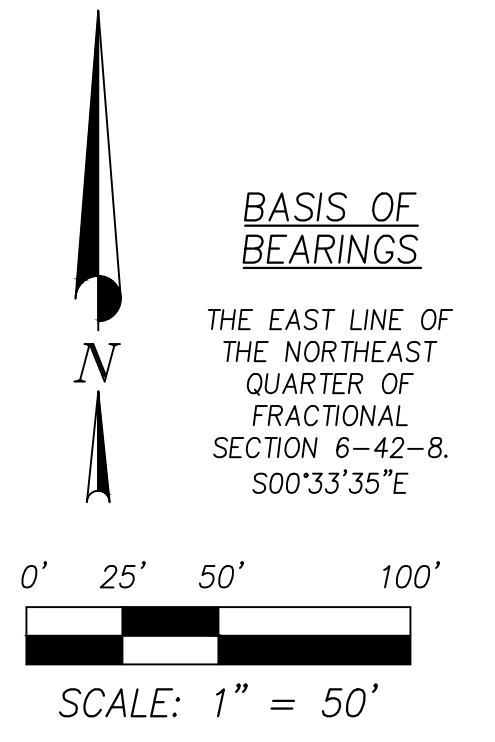
PLAT OF RESUBDIVISION\2023\K002333\PLAT OF RESUBDIVISION.DWG



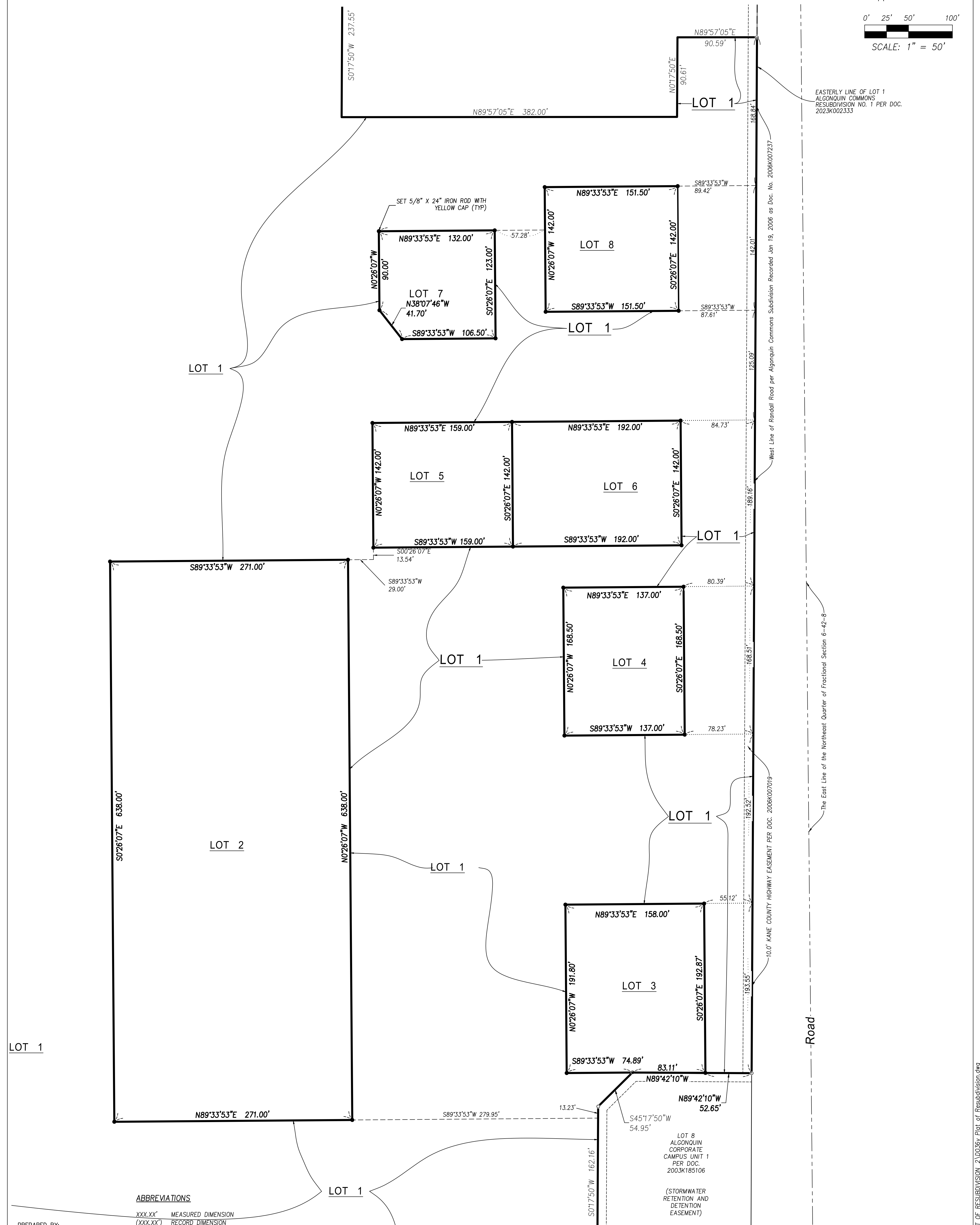
PARCEL INDEX NUMBER  
03-06-276-002

# FINAL PLAT OF SUBDIVISION ALGONQUIN COMMONS RESUBDIVISION NO. 2

BEING A RESUBDIVISION OF LOT 1 IN ALGONQUIN COMMONS RESUBDIVISION NO. 1, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 23, 2023 AS DOCUMENT NUMBER 2023K002333, IN KANE COUNTY, ILLINOIS.



**BASIS OF BEARINGS**  
THE EAST LINE OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 6-42-8. S00°33'35"E



**ABBREVIATIONS**

XXX.XX'	MEASURED DIMENSION
(XXX.XX')	RECORD DIMENSION
CB	CHORD BEARING
CD	CHORD DISTANCE
DOC.	DOCUMENT
L	ARC LENGTH
NO.	NUMBER
P.I.P.	PARCEL INDEX NUMBER
P.U.E.	PUBLIC UTILITY EASEMENT
RAD	RADIUS
■	CONCRETE MONUMENT TO BE SET

PREPARED BY:  
JACOB & HEFNER ASSOCIATES  
1333 BUTTERFIELD ROAD SUITE 300, DOWNERS GROVE, IL 60515  
PHONE: (630) 652-4600, FAX: (630) 652-4601  
www.jacobandhefner.com

PREPARED FOR:  
RED MOUNTAIN GROUP, LLC  
1234 E. 17TH STREET  
SANTA ANA, CA 92701

AREA SUMMARY		
DESIGNATION	SQ. FT.	ACRES
LOT 1	1,769,714	40.627
LOT 2	172,898	3.969
LOT 3	30,349	0.697
LOT 4	23,084	0.530
LOT 5	22,578	0.518
LOT 6	27,264	0.626
LOT 7	15,815	0.363
LOT 8	21,513	0.494
TOTAL	2,083,215	47.824

REVISED: 05-08-2023  
REVISED: 02-06-2023

SHEET 2 OF 6

Survey No.:	D 0 3 6 v
Ordered By.:	Red Mountain Group, Inc.
Description:	Algonquin Commons Resubdivision No. 2
Date Prepared:	January 17, 2023
Scale:	1" = 50'
Prepared By:	ERP

**JACOB & HEFNER ASSOCIATES**  
1333 Butterfield Road, Suite 300, Downers Grove, IL 60515  
PHONE: (630) 652-4600, FAX: (630) 652-4601  
www.jacobandhefner.com  
Illinois Professional Design Firm  
License No. 184-003073 Exp. 4/30/25

LOT DETAIL

H:\D\036v\5\DWG\PLAT OF RESUBDIVISION\_2\036v Plat of Resubdivision.dwg

PARCEL INDEX NUMBER

03-06-276-002

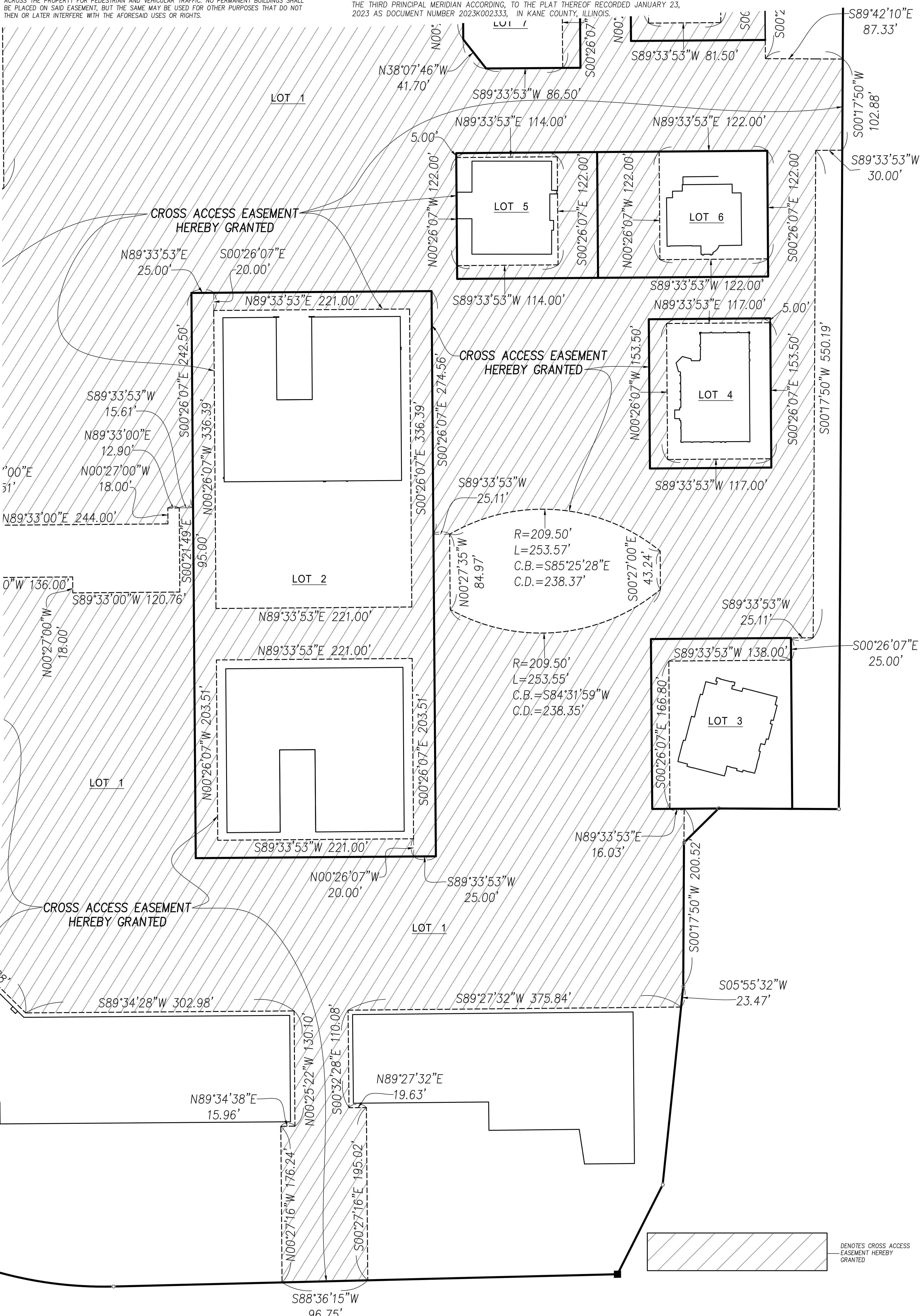
# FINAL PLAT OF SUBDIVISION ALGONQUIN COMMONS RESUBDIVISION NO. 2

0 25' 50' 100'  
Scale 1" = 50'

### CROSS ACCESS EASEMENT PROVISIONS

A CROSS ACCESS EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL OWNERS WITHIN THIS SUBDIVISION, THEIR HEIRS, SUCCESSORS, ASSIGNS AND INVITEES, OVER ALL AREAS HEREON PLATED AND DESIGNATED "CROSS ACCESS EASEMENT HEREBY GRANTED" FOR THE RIGHT OF TRANSFER ACROSS THE PROPERTY FOR PEDESTRIAN AND VEHICULAR TRAFFIC. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT THE SAME MAY BE USED FOR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

BEING A RESUBDIVISION OF LOT 1 IN ALGONQUIN COMMONS RESUBDIVISION NO. 1, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING, TO THE PLAT THEREOF RECORDED JANUARY 23, 2023 AS DOCUMENT NUMBER 2023K002333, IN KANE COUNTY, ILLINOIS.



SHEET 3 OF 6

Survey No.:	D036v
Ordered By.:	Red Mountain Group, Inc.
Description:	Algonquin Commons Resubdivision No. 2
Date Prepared:	January 17, 2023
Scale:	1" = 50'
Field Work:	Prepared By: ERP, SC

REVISED: 02-06-2023  
REVISED: 05-08-2023  
REVISED: 05-23-2023

## PROPOSED CROSS ACCESS EASEMENT DETAIL

**JACOB & HEFNER  
ASSOCIATES**  
1333 Butterfield Road, Suite 300, Downers Grove, IL 60515  
PHONE: (630) 652-4600, FAX: (630) 652-4601  
www.jacobandhefner.com  
Illinois Professional Design Firm  
License No. 184-003073 Exp. 4/30/25

At 10/10/2023 10:51 AM [Plot of Resubdivision Plat of Resubdivision No. 2] 03-06-276-002

PARCEL INDEX NUMBER

03-06-276-002

# FINAL PLAT OF SUBDIVISION ALGONQUIN COMMONS RESUBDIVISION NO. 2

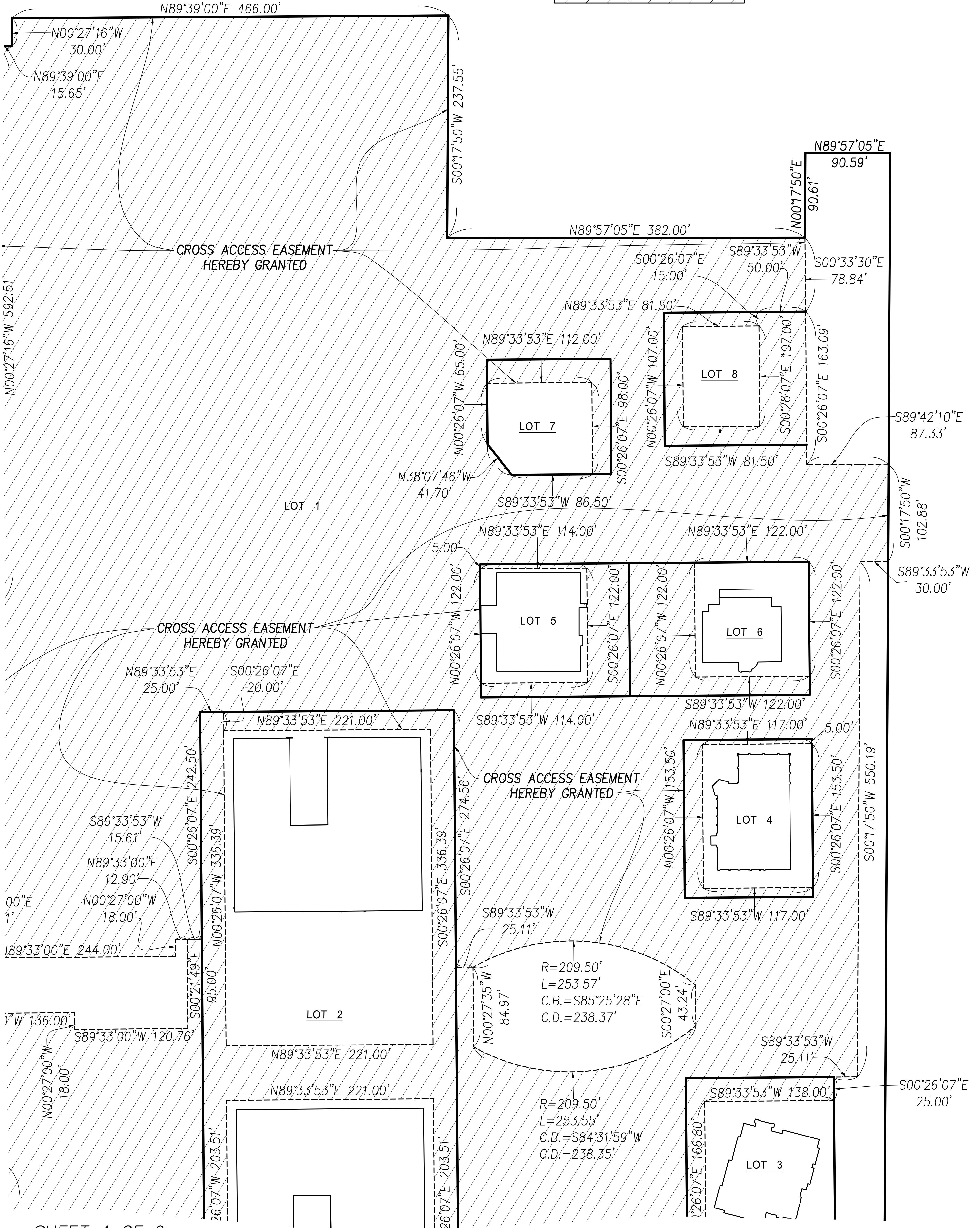
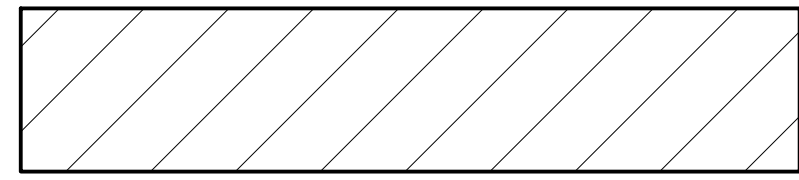
0 25' 50' 100'  
Scale 1" = 50'



### CROSS ACCESS EASEMENT PROVISIONS

A CROSS ACCESS EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL OWNERS WITHIN THIS SUBDIVISION, THEIR HEIRS, SUCCESSORS, ASSIGNS AND INVITEES, OVER ALL AREAS HEREON PLATTED AND DESIGNATED "CROSS ACCESS EASEMENT HEREBY GRANTED" FOR THE RIGHT OF TRANSFER ACROSS THE PROPERTY FOR PEDESTRIAN AND VEHICULAR TRAFFIC. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT THE SAME MAY BE USED FOR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

BEING A RESUBDIVISION OF LOT 1 IN ALGONQUIN COMMONS RESUBDIVISION NO. 1, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 23, 2023 AS DOCUMENT NUMBER 2023K002333, IN KANE COUNTY, ILLINOIS.



SHEET 4 OF 6

Survey No.:	D036v
Ordered By:	Red Mountain Group, Inc.
Description:	Algonquin Commons Resubdivision No. 2
Date Prepared:	JANUARY 17, 2023
Scale:	1" = 50'
Field Work:	
Prepared By:	ERP,SC

REVISED: 02-06-2023  
REVISED: 05-08-2023  
REVISED: 05-23-2023

## PROPOSED CROSS ACCESS EASEMENT DETAIL



**JACOB & HEFNER  
ASSOCIATES**  
1333 Butterfield Road, Suite 300, Downers Grove, IL 60515  
PHONE: (630) 652-4600, FAX: (630) 652-4601  
www.jacobandhefner.com  
Illinois Professional Design Firm  
License No. 184-003073 Exp. 4/30/25

**CROSS ACCESS EASEMENT PROVISIONS**

A CROSS ACCESS EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL OWNERS WITHIN THIS SUBDIVISION, THEIR HEIRS, SUCCESSORS, ASSIGNS AND INVITEES, OVER ALL AREAS HEREON PLATTED AND DESIGNATED "CROSS ACCESS EASEMENT HEREBY GRANTED" FOR THE RIGHT OF TRANSFER ACROSS THE PROPERTY FOR PEDESTRIAN AND VEHICULAR TRAFFIC. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT THE SAME MAY BE USED FOR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

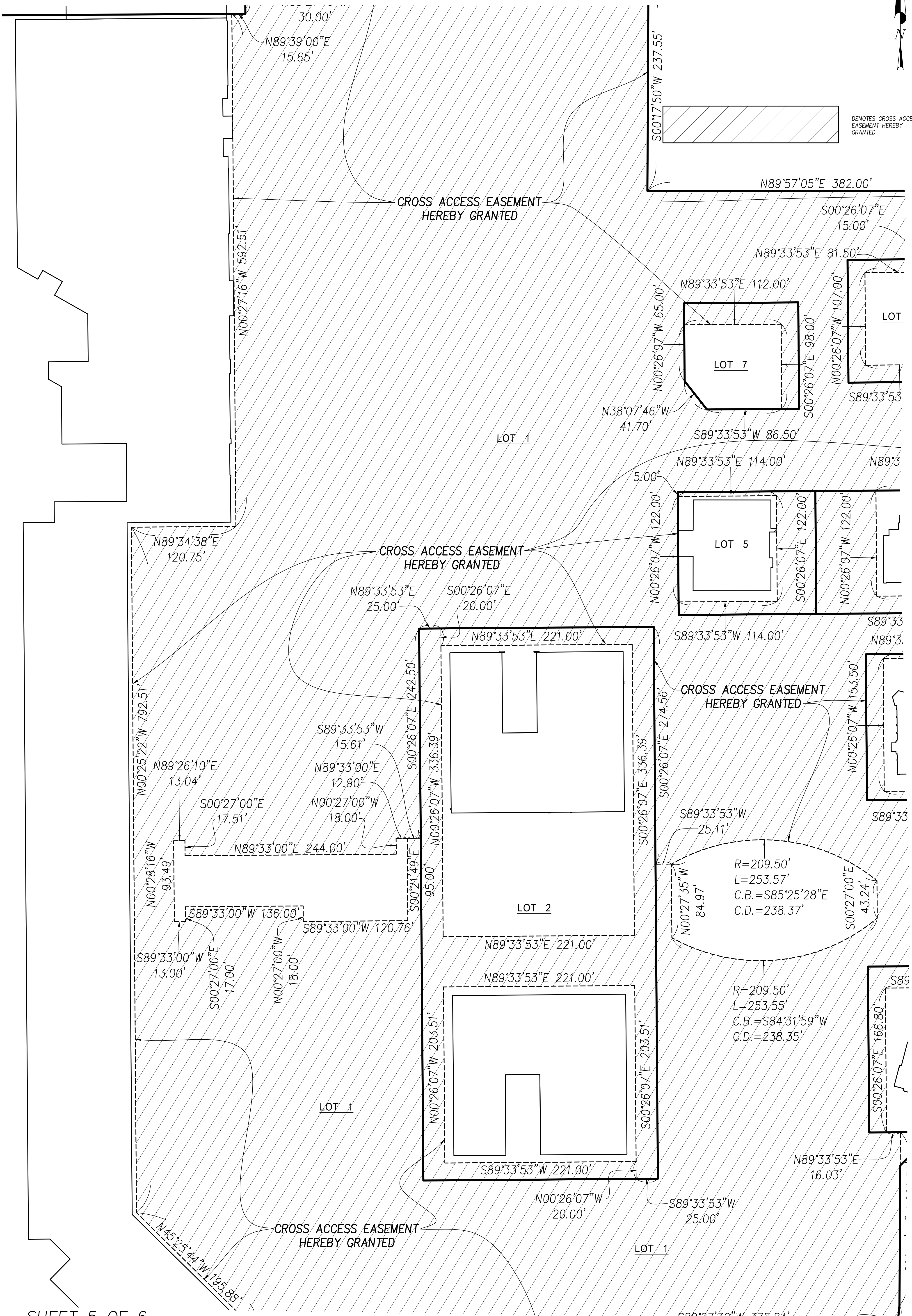
**FINAL PLAT OF SUBDIVISION  
ALGONQUIN COMMONS  
RESUBDIVISION NO. 2**

PARCEL INDEX NUMBER

03-06-276-002

0 25' 50' 100'

Scale 1" = 50'



DENOTES CROSS ACCESS EASEMENT HEREBY GRANTED

SHEET 5 OF 6

Survey No.:	D036v
Ordered By.:	Red Mountain Group, Inc.
Description:	Algonquin Commons Resubdivision No. 2
Date Prepared:	January 17, 2023
Scale:	1" = 50'
Field Work:	Prepared By: ERP, SC

REVISED: 02-06-2023  
REVISED: 05-08-2023  
REVISED: 05-23-2023

BEING A RESUBDIVISION OF LOT 1 IN ALGONQUIN COMMONS RESUBDIVISION NO. 1, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 23, 2023 AS DOCUMENT NUMBER 2023K002333, IN KANE COUNTY, ILLINOIS.

**PROPOSED CROSS ACCESS EASEMENT DETAIL**

**JACOB & HEFNER ASSOCIATES**  
1333 Butterfield Road, Suite 300, Downers Grove, IL 60515  
PHONE: (630) 652-4600, FAX: (630) 652-4601  
www.jacobandhefner.com  
Illinois Professional Design Firm  
License No. 184-003073 Exp. 4/30/25

FINAL PLAT OF SUBDIVISION
ALGONQUIN COMMONS
RESUBDIVISION NO. 2

BEING A RESUBDIVISION OF LOT 1 IN ALGONQUIN COMMONS RESUBDIVISION NO. 1, BEING A
SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8, EAST OF
THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 23,
2023 AS DOCUMENT NUMBER 2023K002333, IN KANE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF \_\_\_\_\_ )
) SS
COUNTY OF \_\_\_\_\_ )

THIS IS TO CERTIFY THAT ALGONQUIN I LLC AS OWNER OF THE PROPERTY
DESCRIBED IN THE ANNEXED PLAT, HAS CAUSED THE SAME TO BE PLATTED
AS INDICATED HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH
AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE
AND TITLE THEREON INDICATED.

SCHOOL DISTRICT STATEMENT

PURSUANT TO SECTION 1.005 OF THE PLAT ACT, 765 ILCS 205, THIS
DOCUMENT SHALL SERVE AS THE SCHOOL DISTRICT STATEMENT. TO THE
BEST OF THE OWNER'S KNOWLEDGE THE SCHOOL DISTRICT(S) IN WHICH THE
TRACT OF LAND LIES, IS IN THE FOLLOWING SCHOOL DISTRICT(S);

ELEMENTARY/MIDDLE/HIGH SCHOOL

COMMUNITY UNIT SCHOOL DISTRICT 300
2550 HARNISH DRIVE
ALGONQUIN, IL 60102

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY
OF \_\_\_\_\_, 20\_\_.

ALGONQUIN I LLC
18800 VON KARMAN AVE. SUITE A
IRVINE, CALIFORNIA, 92612-1724

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

NOTARY CERTIFICATE

STATE OF \_\_\_\_\_ )
) SS
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY THAT \_\_\_\_\_
WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATION BE KNOWN
TO ME AS SUCH OWNER. WITNESS MY HAND AND NOTARIAL SEAL THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

(NOTARY PUBLIC)

(PRINTED SIGNATURE)

MY COMMISSION EXPIRES: \_\_\_\_\_

MORTGAGEE'S CERTIFICATE

STATE OF \_\_\_\_\_ )
) SS
COUNTIES OF \_\_\_\_\_ )

HEREBY CERTIFIES THAT AS MORTGAGEE OF THE PROPERTY DESCRIBED

HEREON UNDER MORTGAGE DATED \_\_\_\_\_

AND RECORDED IN THE RECORDER'S OFFICE AT

\_\_\_\_\_, ILLINOIS AND RECORDED

ON (DATE) \_\_\_\_\_

AS DOCUMENT \_\_\_\_\_

IT CONSENTS TO THE DEDICATION AND SUBDIVISION AS HEREON DRAWN.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

BY: \_\_\_\_\_

TY LYNCH
SENIOR VICE PRESIDENT
DEPUTY CHIEF CREDIT OFFICER
FARMERS & MERCHANTS BANK

NOTARY CERTIFICATE

STATE OF \_\_\_\_\_ )
) SS
COUNTIES OF \_\_\_\_\_ )

I HEREBY CERTIFY THAT THE PERSON (S)/CORPORATION (S) WHOSE
NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE ARE KNOWN
TO ME AS SUCH MORTGAGEE (S).

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

BY: \_\_\_\_\_

NOTARY PUBLIC COMMISSION EXPIRES

SURFACE WATER DRAINAGE STATEMENT

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

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF
SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS
SUBDIVISION OR ANY PART THEREOF, OR, IF SUCH SURFACE WATER
DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE
FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC
AREAS, OR DRAINS WHICH THE OWNER HAS A RIGHT TO USE, AND THAT
SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH
GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE
LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE
CONSTRUCTION OF THIS SUBDIVISION.

OWNER: \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

REGISTERED PROFESSIONAL ENGINEER

PRINTED: \_\_\_\_\_

DATE: \_\_\_\_\_

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTIES OF McHENRY AND KANE )

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF ALGONQUIN McHENRY COUNTY AND KANE COUNTY,
ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_
A.D.

BY: \_\_\_\_\_
VILLAGE PRESIDENT

ATTEST: \_\_\_\_\_
VILLAGE CLERK

PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTIES OF McHENRY AND KANE )

THIS IS TO CERTIFY THAT MEMBERS OF THE PLANNING AND ZONING
COMMISSION OF THE VILLAGE OF ALGONQUIN, McHENRY COUNTY AND
KANE COUNTY, ILLINOIS HAVE REVIEWED THE ABOVE PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

BY: \_\_\_\_\_
CHAIRPERSON

BY: \_\_\_\_\_
SECRETARY

KANE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTY OF KANE )

THIS INSTRUMENT NO. \_\_\_\_\_
WAS FILED FOR RECORD IN THE RECORDER'S OF WILL COUNTY, AFORESAID ON

THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

\_\_\_\_\_
KANE COUNTY RECORDER

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS )
) SS
COUNTIES OF McHENRY AND KANE )

I, \_\_\_\_\_, VILLAGE
COLLECTOR OF THE VILLAGE OF ALGONQUIN, ILLINOIS, DO HEREBY CERTIFY
THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL
ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN
APPORTIONED AGAINST THE LAND INCLUDED IN THIS PLAT OF SUBDIVISION.

DATED AT ALGONQUIN, McHENRY AND KANE COUNTIES, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

BY \_\_\_\_\_
VILLAGE COLLECTOR

COUNTY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTY OF KANE )

ACCEPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_
A.D. 20\_\_

BY \_\_\_\_\_
COUNTY ENGINEER

KANE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTY OF KANE )

I, \_\_\_\_\_, COUNTY CLERK OF KANE
COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT
GENERAL TAXES, NO UNPAID, 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 SUBJECT PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY AT GENEVA, ILLINOIS,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

BY \_\_\_\_\_
COUNTY CLERK

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT I, CARL COOK, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE
STATE OF ILLINOIS, AT THE REQUEST OF THE OWNERS THEREOF, HAVE SURVEYED, SUBDIVDED
AND PLATTED FOR THE PURPOSES HEREON SET FORTH THE FOLLOWING DESCRIBED PROPERTY:

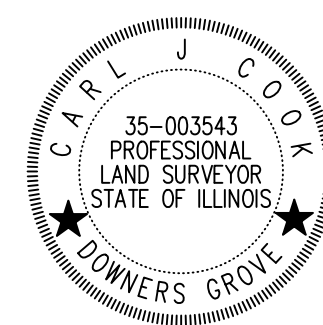
LOT 1 IN ALGONQUIN COMMONS RESUBDIVISION NO. 1, BEING A SUBDIVISION OF PART OF
FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL
MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 23, 2023 AS DOCUMENT
NUMBER 2023K002333, IN KANE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID
SURVEY AND PLAT WHICH WAS PREPARED IN COMPLIANCE WITH THE LAWS OF THE STATE OF
ILLINOIS, AND THAT THE PROPERTY DESCRIBED AND SHOWN HEREON IS WITHIN THE CORPORATE
LIMITS OF THE VILLAGE OF ALGONQUIN, ILLINOIS. ALL DISTANCES ARE SHOWN IN FEET AND
DECIMALS THEREOF. IRON RODS WITH CAPS WILL BE SET AT ALL CORNERS EXCEPT WHERE
CONCRETE MONUMENTS ARE INDICATED.

I FURTHER CERTIFY THAT ACCORDING TO A SCALED INTERPRETATION OF THE FEDERAL
EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS FOR KANE COUNTY, ILLINOIS
AND INCORPORATED AREAS PANEL 65 OF 410 MAP NUMBER 17089C0065H, MAP REVISED
AUGUST 3, 2009, THE SUBJECT PROPERTY FALLS WITHIN "ZONE X" (AREAS DETERMINED TO BE
OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

GIVEN UNDER MY HAND AND SEAL THIS 17th DAY OF JANUARY IN THE YEAR 2023.

CARL J. COOK
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003543
JACOB & HEFNER ASSOCIATES
MY LICENSE EXPIRES NOVEMBER 30, 2024



REVISED: 05-08-2023
REVISED: 02-06-2023

SHEET 6 OF 6

Table with 2 columns: Field Name and Value. Fields include Survey No., Ordered By., Description, Date Prepared, Scale, and Prepared By.

CERTIFICATIONS

JACOB & HEFNER ASSOCIATES logo and contact information: 1333 Butterfield Road, Suite 300, Downers Grove, IL 60515.

PLAT SUBMITTED FOR RECORDING BY:
VILLAGE OF ALGONQUIN
2200 HARNISH DRIVE
ALGONQUIN, IL 60102

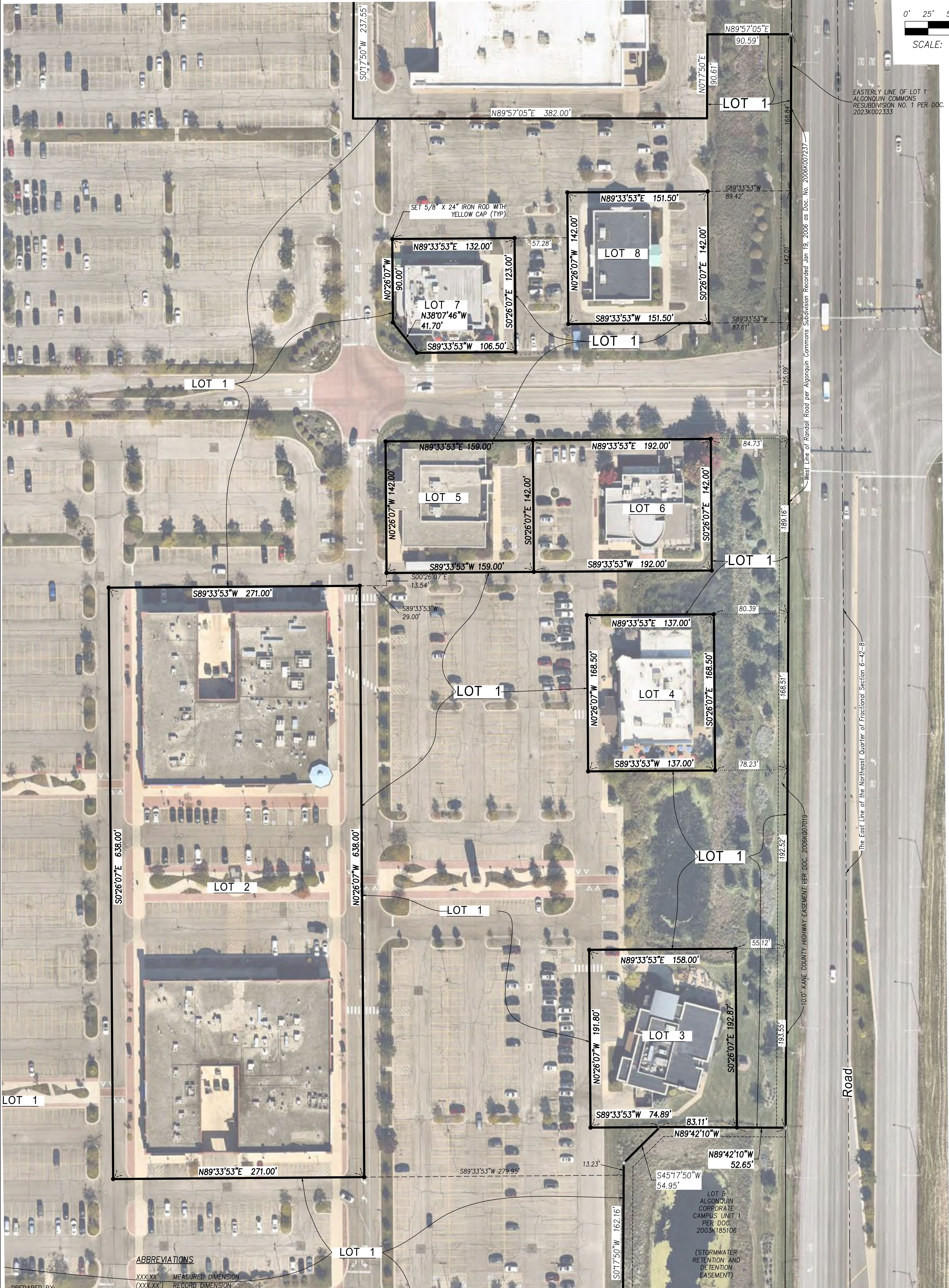
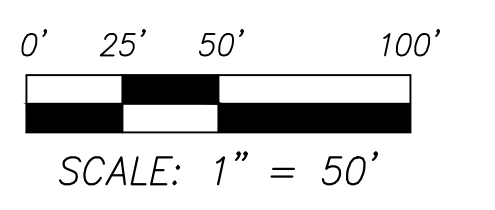


# FINAL PLAT OF SUBDIVISION ALGONQUIN COMMONS RESUBDIVISION NO. 2

BEING A RESUBDIVISION OF LOT 1 IN ALGONQUIN COMMONS RESUBDIVISION NO. 1, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 23, 2023 AS DOCUMENT NUMBER 2023K002333, IN KANE COUNTY, ILLINOIS.

BASIS OF BEARINGS

THE EAST LINE OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 6-42-8. S00°33'35"E



**ABBREVIATIONS**

XXX.XX' MEASURED DIMENSION  
(XXX.XX') RECORD DIMENSION  
CB CHORD BEARING  
CD CHORD DISTANCE  
DOC. DOCUMENT  
L ARC LENGTH  
NO. NUMBER  
P.I.P. PARCEL INDEX NUMBER  
P.U.E. PUBLIC UTILITY EASEMENT  
RAD RADIUS  
■ CONCRETE MONUMENT TO BE SET

PREPARED BY:  
JACOB & HEFNER ASSOCIATES  
1333 BUTTERFIELD ROAD SUITE 300  
DOWNERS GROVE, ILLINOIS 60515

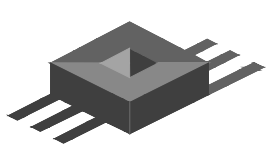
PREPARED FOR:  
RED MOUNTAIN GROUP, LLC  
1234 E. 17TH STREET  
SANTA ANA, CA 92701

AREA SUMMARY		
DESIGNATION	SQ. FT.	ACRES
LOT 1	1,769,714	40.627
LOT 2	172,898	3.969
LOT 3	30,349	0.697
LOT 4	23,084	0.530
LOT 5	22,578	0.518
LOT 6	27,264	0.626
LOT 7	15,815	0.363
LOT 8	21,513	0.494
TOTAL	2,083,215	47.824

REVISED: 05-08-2023  
REVISED: 02-06-2023

SHEET 2 OF 6

Survey No.:	D 0 3 6 v
Ordered By:	Red Mountain Group, Inc.
Description:	Algonquin Commons Resubdivision No. 2
Date Prepared:	January 17, 2023
Scale:	1" = 50'
Prepared By:	ERP



**JACOB & HEFNER ASSOCIATES**  
1333 Butterfield Road, Suite 300, Downers Grove, IL 60515  
PHONE: (630) 652-4600, FAX: (630) 652-4601  
www.jacobandhefner.com  
Illinois Professional Design Firm  
License No. 184-003073 Exp. 4/30/25

LOT DETAIL

5/8/2023

Mr. Jason C. Shallcross, AICP  
Community Development Director  
Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102

Dear Mr. Shallcross:

Pursuant to the attached letter provided by Farmers and Merchants Bank of Long Beach and for financing purposes only, owner is seeking approval of a revised subdivision map in order to satisfy their request.

Please contact Sherry DeVoge should have any additional questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael H. Mugel", written over a horizontal line.

Michael H. Mugel, Manager  
Algonquin I, LLC,  
a Delaware limited liability company



March 08, 2023

To Whom It May Concern:

RE: Resubdivision No. 2 –Algonquin Commons

Please let this letter serve as verification the recording of the Resubdivision Map illustrated on Exhibit A is a requirement of F&M Bank in order to complete the refinance of the property (1900 South Randall Road, Algonquin, IL 60102).

If you should require any additional information, please contact me directly at (562) 719-9202.

Sincerely,

**Farmers and Merchants Bank of Long Beach**

A handwritten signature in black ink, appearing to read 'Kourosh Davatolhagh', written over a horizontal line.

---

Kourosh Davatolhagh  
Vice President  
Relationship Manager



# Village of Algonquin

COMMUNITY DEVELOPMENT DEPARTMENT

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

## PLANNING AND ZONING COMMISSION MINUTES

JUNE 12, 2023

### Roll Call - Establish Quorum

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

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

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

Members absent: Commissioner Rasek

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

### Public Comment

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

### Approval of Minutes

Chair Patrician asked for approval of the May 8, 2023, Planning and Zoning Commission minutes. Commissioner Neuhalfen noted an error in the motion for Case No. PZ-2023-11. A motion was made by Commissioner Kennealy and seconded by Commissioner Szpekowski to approve the minutes with the correction. The motion was approved with a 6-0 vote.

### **Case Number PZ-2023-10 – Consideration of a Request to Approve a Major Amendment to Ordinances 2003-O-44 and 2004-O-44 and as amended as Ordinances 2010-O-39, 2022-O-42, and 2023-O-17 and approve the Final Plat of Resubdivision No. 2**

Staff confirmed that the Public Notice requirement was fulfilled.

Kristen Bruns, the Engineer representing the Algonquin Commons, gave a verbal request to the Planning & Zoning Commission to recommend approval of the Final Plat of Resubdivision No. 2. She stated that the request is required by the lender for refinancing.

Senior Planner Patrick Knapp then gave a presentation stating how the request meets the Standards and Findings of the Zoning Code and that Staff supports the request for the amendment and resubdivision, subject to the conditions in the Staff Report.

Commissioner Kennealy asked for clarification on the previous request for Resubdivision No. 1. Staff clarified that that request was approved in October of 2022.

Chair Patrician asked Staff if there is any liability to the Village if this is approved. Staff replied that they confirmed with the Village's Attorney that there are no issues.

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

There was no one in the audience to come forward.

Chair Patrician closed the Public Comment portion of the Public Hearing

A motion was made by Commissioner Kennealy and seconded by Commissioner Sturznickel to recommend approval of a Major Amendment to Ordinances 2003-O-44 and 2004-O-44 and as amended as Ordinances 2010-O-39, 2022-O-42, and 2023-O-17 and approve the Final Plat of Resubdivision No. 2 for the Algonquin Commons. The motion was carried with a 6-0 vote.

**Case Number PZ-2023-13 – Consideration of a Request to approve a Major Amendment to Ordinances 2003-O-07 and 2003-O-35 to permit Open Air Dining at Iron Horse Bar & Grill**

Staff confirmed that the Public Notice requirement was fulfilled.

Joe Condo, the Petitioner, tenant of Prestwicke Plaza, and owner of Iron Horse Bar & Grill gave a verbal request to the Planning & Zoning Commission that he would like to build a patio immediately to the west of his tenant space. He stated that outdoor dining has become more popular and that his business would do better if it had more options during the summer months.

Senior Planner Patrick Knapp then gave a presentation stating how the request meets the Standards and Findings of the Zoning Code and that Staff supports the request for the amendment and special use for the open air dining, subject to the conditions in the Staff Report.

Commissioner Laipert asked if the patio extends all the way to the adjacent building. The Petitioner stated that there is four feet (4') for landscaping.

Commissioner Szpekowski asked if the tree in the courtyard would remain. The Petitioner stated the tree would not be impacted. The Commissioner then asked where any other trees would be placed and the Petitioner pointed out that he agrees with Staff's recommended condition that evergreens be planted on the south side of the patio fence. The Commissioner then asked about lighting and the Petitioner stated that he would utilize lantern lighting that would be lower than the fence height. Staff stated that the Petitioner would be required to submit a photometric plan with his building permit. The Commissioner then asked if there would be a speaker outside. The Petitioner stated that there would be a speaker at a low volume. The Commissioner then asked if the Therapy Business would be impacted by the patio. The Petitioner stated that the Therapy Business is the reason that the patio is set far back and that the hours of the Therapy Business and the Iron Horse only overlap for one hour.



# Village of Algonquin

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

## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	June 20, 2023
<b><u>SUBMITTED BY:</u></b>	Jason C. Shallcross, AICP Patrick M. Knapp, AICP
<b><u>DEPARTMENT:</u></b>	Community Development Department
<b><u>SUBJECT:</u></b>	Approval of a Preliminary Planned Development for the Flats on County Line Road Senior Housing Development

---

### **ACTION REQUESTED:**

Wyllys Mann, the “Petitioner” representing Pivotal Housing Partners, applied for a Preliminary Planned Development to develop Senior Housing on the 3.77-acre property located on the north side of County Line Road between Boyer Road and Millbrook Drive as shown on the Preliminary PUD Plan as “The Flats on County Line Road” referred herein as the “Subject Property”. Proposed site improvements include six (6) one-story buildings, one (1) two-story building, parking facilities, landscaping, and a detention area. In total, there would be forty (40) one-bedroom units and five (5) two-bedroom units.

### **BOARD/COMMISSION REVIEW:**

The Planning and Zoning Commission reviewed the request for the major amendment at the June 12, 2023, Planning and Zoning Commission Meeting. One person from the audience made a comment that showed support for the development, but they recommended contacting other communities to find out how the facilities are maintained after they are built. Prior to the Public Hearing, staff also received questions from four (4) walk-ins and one (1) phone call, all of which showed support for the project.

The Planning and Zoning Commission accepted staff’s findings as the findings of the Planning and Zoning Commission and recommended approval with a vote of 6-0, subject to staff’s recommended conditions.

### **RECOMMENDATION:**

Staff recommends approval of the Preliminary Planned Development Plan, as outlined in the Planning & Zoning Staff Report for Case No. PZ-2023-01, subject to the following conditions and Staff review comments:

- a. The Preliminary Plan titled “Site Dimensional and Paving Plan”, as prepared by Manhard Consulting, and last revised June 6, 2023. The final site plan shall be revised so that all buildings, accessory structures, and patios/decks meet the twenty-foot (20’) building setback line. Retaining walls may be constructed in the building setback;
- b. The Building Elevations and Floor Plans, as prepared by Pivotal Housing Partners, and last revised May 12, 2023. The Final Building Elevations shall be revised to include additional architectural features between buildings by varying the color, gables, and front door locations. All porches shall be constructed with concrete if built on the ground or a maintenance-free composite decking if built above grade;
- c. The Preliminary Engineering Plans titled “Proposed Improvements for The Flats at County Line Road”, as prepared by Manhard Consulting, and last revised June 6, 2023;
- d. The Photometrics Plan, as prepared by Chicago Lightworks, and last revised May 11, 2023. The final photometric plans shall ensure that all lighting is dark sky compliant;
- e. The Preliminary Landscape Plan, as prepared by Manhard Consulting, and last revised June 6, 2023;
- f. A Final Plat shall be included with the Final Submittal that includes a twenty-foot (20’) perimeter landscape easement, a twenty-foot (20’) building setback, and a permanent Conservation and Stormwater Management easement over the stormwater management area;
- g. The primary occupant’s age shall be at least 62 years of age and if there is a waiting list for occupancy the Management Company shall prioritize residents that reside in the Village of Algonquin, subject to The Fair Housing Act.

**ATTACHMENTS:**

- Exhibit A. Planning & Zoning Staff Memo for PZ-2023-01
- Exhibit B. Legal Description of the Property
- Exhibit C. Plat of Survey
- Exhibit D. Preliminary Plan titled “Site Dimensional and Paving Plan”
- Exhibit E. Building Elevations and Floor Plans
- Exhibit F. Preliminary Engineering Plan
- Exhibit G. Preliminary Landscape Plan
- Exhibit H. Preliminary Photometric Plan
- Exhibit I. Traffic Study Memorandum
- Exhibit J. The Flats on County Line – Fiscal Impact Study
- Exhibit K. June 12, 2023, DRAFT Planning & Zoning Minutes



**STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT**

Jason C. Shallcross, AICP  
Director of Community Development

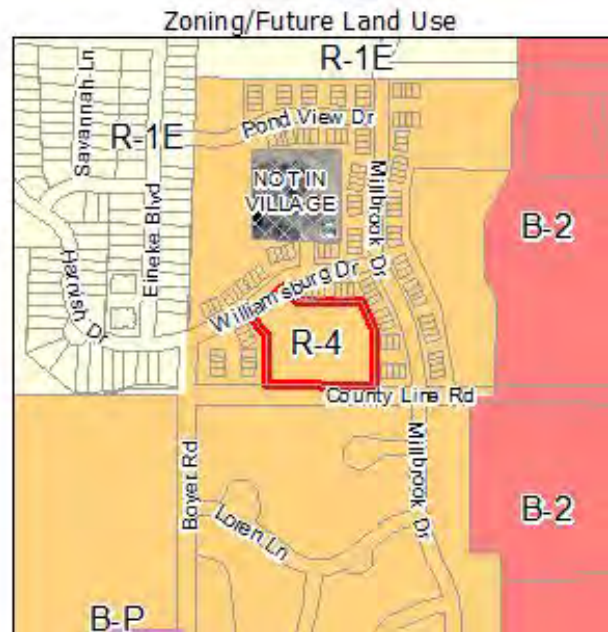
Patrick M. Knapp, AICP  
Senior Planner

<b>CASE NUMBER:</b>	PZ-2023-01
<b>MEMO DATE:</b>	June 1, 2023
<b>PUBLIC HEARING DATE:</b>	June 12, 2023
<b>PROPERTY ADDRESS/LOCATION:</b>	Vacant Lot on County Line Rd between Boyer Rd and Millbrook Dr
<b>APPLICANT/PROPERTY OWNER:</b>	Wyllys Mann, Pivotal Housing Partners / The Church of Jesus Christ of Latter-Day Saints

**Summary of Request**

Wyllys Mann, the “Petitioner” representing Pivotal Housing Partners, applied for a Preliminary Planned Development to develop Senior Housing on the 3.77-acre property located on the north side of County Line Road between Boyer Road and Millbrook Drive as shown on the Preliminary PUD Plan as “The Flats on County Line Road” referred herein as the “Subject Property”. Proposed site improvements include six (6) one-story buildings, one (1) two-story building, parking facilities, landscaping, and a detention area.

Staff supports the Petitioner’s request, subject to the conditions listed in this report, as the proposal satisfies the long-term goals of the Village’s Comprehensive Plan and Future Land Use Map.



Existing Zoning	Existing Land Use/Improvements	Surrounding Zoning   Land Use	Property Size
R-4 Multiple Family Incorporated	Unimproved	North: R-4   Residential East: R-4   Residential South: R-4   Residential/Stormwater Management West: R-4   Residential	3.77 ac

**Staff Recommendation Summary**

Approve

Deny

**Approve with Conditions**



## Discussion of Staff Recommendation

### Background of the Subject Property

The Subject Property was annexed in 2001 as part of the annexation of the Millbrook Marketplace. This annexation included the commercial frontage on Randall Road to the east and the Millbrook Townhomes that surround the Subject Property. Immediately following the annexation, a Preliminary Planned Development and Rezoning to R-4 Multiple -Family Dwelling was approved for the Millbrook Townhomes. At this same time, the Subject Property was also rezoned and a concept plan for a future Church of Jesus Christ of Latter-Day Saints was included in the approval; however, the site was never developed.

### Preliminary Planned Development

The Petitioner is requesting preliminary approval to construct a senior housing development on 3.77 acres located on the north side of County Line Road between Boyer Road and Millbrook Drive, the “Request”. The Request includes five (5) four-unit, one-story buildings around the perimeter of the site, one (1) seven-unit, one-story building in the center of the site, and one (1) eighteen-unit, two-story building on the south side of the site. The unit mix will consist of forty (40) one-bedroom units and five (5) two-bedroom units. The two-story building will also include an on-site property management office, community room, and fitness center.

The senior housing development will be constructed as an independent living development and the primary resident of each unit will need to be a senior. The developer has confirmed that the primary resident’s age can be restricted to sixty-two (62) years and over. Additionally, the applicant has also agreed to prioritize Algonquin residents if there is ever a waiting list for available units. Each unit will include an energy star kitchen and laundry appliances, luxury floor coverings, individual heating/cooling units, ceiling fans, and the option to install cable/internet. Each one-story unit will have access to a private rear patio/porch. Staff will require that all porches be constructed with concrete if built at grade or a maintenance-free composite decking if built above grade.

### Building Elevations

The exterior of the buildings will be constructed with four different materials: full-depth earth-toned face brick, lap-style fiber cement siding, shake shingle-style fiber cement siding, and a gray stone base. In terms of fiber cement colors, the Petitioner is proposing the colors of sash green and jade. The roofs of the buildings will be pitched with asphalt shingles, and will feature gables to add architectural interest. While Staff does understand the importance of buildings looking similar so that the development maintains a cohesive look, a condition of Preliminary PUD approval will be a requirement that the Petitioner’s Final PUD submittal include additional architectural features between each of the buildings by varying the colors, gables, and front door locations.

The development will include a dumpster enclosure in the northwest corner of the parking lot. The exterior of the dumpster enclosure is being constructed with a full-depth brick that matches the color of the brick on the dwellings. On-site management staff will take the trash to the dumpster for the residents.

### Setbacks

The original Site Plan submitted by the Petitioner included a building setback of at least twenty feet (20’) for all buildings. However, the rear porches at Buildings 4, 5, and 6 were located inside of this twenty-foot (20’) setback which reduced the amount of perimeter landscaping. Staff requested that the Petitioner revise the Site Plan so that none of the buildings or accessory structures are located in the twenty-foot (20’) building setback. The updated Site Plan is included as an Exhibit in this Staff Report, but note that Engineering and Landscaping Plans have not

been revised. Staff is recommending that as a condition of approval, the Final Civil and Landscaping Plans be revised to match the revised Site Plan.

### Traffic Impacts

A Traffic Impact Memorandum was prepared by Sam Schwartz Consulting, LLC, that details the project traffic characteristics of the Subject Property. Sam Schwartz took into account the number of units, the age of the residents, little medical supervision, the area characteristics, and the existing traffic on County Line Road. Sam Schwartz estimates (10) weekday morning and evening peak hour trips, fifteen (15) Saturday peak hour trips, and twenty (20) Sunday peak hour trips to be generated by this development; and does not expect this amount to have a significant impact on neighborhood traffic.

### Vehicular Circulation

The Subject Property will include two entrances from County Line Road and both entrances will include a westbound left-turn lane from County Line Road. The left-turn lanes are required per the Illinois Department of Transportation's design guidelines for a roadway with a striped center lane. The drive aisle forms a "U" in the site and the proposed parking stalls will all be accessed off of this drive aisle. The Petitioner provided Staff with a Fire Apparatus Turn Study demonstrating that a Fire Apparatus can successfully navigate the site.

### Parking

The development will include ninety-two (92) parking stalls which equates to just over 2 parking stalls per unit, or 1.84 stalls per bedroom. This parking ratio satisfies the Zoning Code requirement of two (2) parking stalls per dwelling unit. Staff believes that this parking ratio is more than adequate to accommodate the residents, on-site staff, and guests.

### Pedestrian Circulation

The development will include internal sidewalks in front of each one-story dwelling and through the center of the site. All parking lot crossings will include a depressed curb ramp and crosswalk striping. Externally, sidewalks will connect to County Line Road and Williamsburg Drive which will give residents the ability to walk to nearby commercial centers and recreational opportunities. When possible, on-site sidewalks will be constructed as wide as six feet (6') to better accommodate all types of users and maximize site accessibility.

The proposed site plan currently illustrates a portion of sidewalk on the west side of the two-story building that includes stairs. Staff will require that the Petitioner alter the plan to incorporate a ramp design rather than stairs for better accessibility.

### Stormwater Management

The development will include a stormwater management facility in the northwest corner of the Subject Property along Williamsburg Drive. Public Works has requested that this stormwater management facility be naturalized and that a Plat be submitted with the Petitioner's Final PUD submittal that includes a permanent Conservation and Stormwater Management easement that will allow the Village to maintain the stormwater area in perpetuity.

In addition, three (3) underground detention chambers will be constructed under the parking lot and drive aisle. The Fire District has reviewed the underground detention specifications and has no concerns at this time.

### Landscaping

Perimeter landscaping will be provided by the developer through both the preservation of existing high-quality plantings around the perimeter of the site as well as the planting of additional trees and shrubs. Staff will require

that the Petitioner’s Final PUD submittal increase the amount of landscaping on the County Line Road side of the property.

In terms of internal landscaping, each building will include foundation landscaping on the front and sides of the buildings and all parking lot islands will include 100% live landscaping and a shade tree if not located over an underground stormwater detention chamber.

The stormwater management area will be designed with naturalized plantings that will be maintained by the Village once the plantings are established. As the water levels in the basin are finalized, Village Staff and the Petitioner will continue to work together to make sure the appropriate plantings are included. Additionally, the final Landscape plan submittal will need to reduce the amount of perimeter landscaping around the basin that could be damaged when the basin is burned.

### **Next Steps**

The Request by the Petitioner will go to the Committee of the Whole for discussion and advancement to the Village Board. If the Village Board approves the Request, the Ordinance approving the Preliminary Approval will be recorded and the Petitioner will be required to address all of the Ordinance’s conditions and Staff’s comments prior to their submission for Final Planned Development approval.

### **Standards & Findings**

The Planning and Zoning Commission shall review the Standards & Findings of Fact (Section 21.11.E of the Algonquin Zoning Ordinance) and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission should use the Findings of Fact to guide their recommendation to the Village Board on the petitioner’s request. – See Appendix A

### **Staff Recommendation**

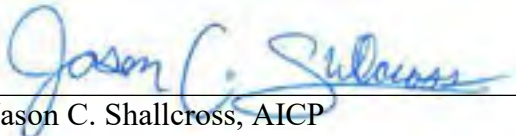
Staff recommends approval of the Preliminary Planned Development Plan, consistent with the findings of fact outlined in this report, and subject to the conditions listed below. Based on these findings, Staff recommends that the Planning and Zoning Commission make a motion to adopt Staff’s findings as the findings of the Planning and Zoning Commission and recommend **approval** of the request with the following motion:

1. “To adopt Staff’s findings of fact as the findings of the Planning & Zoning Commission and to approve a Preliminary Plan titled “Site Dimensional and Paving Plan”, as prepared by Manhard Consulting, and last revised June 6, 2023, as outlined in the staff report for case PZ-2023-01, subject to the following conditions and Staff review comments:
  - a. The Preliminary Plan titled “Site Dimensional and Paving Plan”, as prepared by Manhard Consulting, and last revised June 6, 2023. The final site plan shall be revised so that all buildings, accessory structures, and patios/decks meet the twenty-foot (20’) building setback line. Retaining walls may be constructed in the building setback;
  - b. The Building Elevations and Floor Plans, as prepared by Pivotal Housing Partners, and last revised May 12, 2023. The Final Building Elevations shall be revised to include additional architectural features between buildings by varying the color, gables, and front door locations. All porches shall be constructed with concrete if built on the ground or a maintenance-free composite decking if built above grade;

- c. The Preliminary Engineering Plans titled “Proposed Improvements for The Flats at County Line Road”, as prepared by Manhard Consulting, and last revised June 6, 2023;
- d. The Photometrics Plan, as prepared by Chicago Lightworks, and last revised May 11, 2023. The final photometric plans shall ensure that all lighting is dark sky compliant;
- e. The Preliminary Landscape Plan, as prepared by Manhard Consulting, and last revised June 6, 2023;
- f. A Final Plat shall be included with the Final Submittal that includes a twenty-foot (20’) perimeter landscape easement, a twenty-foot (20’) building setback, and a permanent Conservation and Stormwater Management easement over the stormwater management area;
- g. The primary occupant’s age shall be at least 62 years of age and if there is a waiting list for occupancy the Management Company shall prioritize residents that reside in the Village of Algonquin, subject to The Fair Housing Act.”

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

I concur:



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Jason C. Shallcross, AICP  
Director of Community Development

**Attachments:**

- Exhibit A. Standards & Findings of Fact for a Planned Development
- Exhibit B. Plat of Survey
- Exhibit C. Preliminary Plan titled “Site Dimensional and Paving Plan”
- Exhibit D. Building Elevations and Floor Plans
- Exhibit E. Preliminary Landscape Plan
- Exhibit F. Preliminary Photometric Plan
- Exhibit G. Traffic Study Memorandum

**Exhibit A – Standards & Findings of Fact**

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

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

Petitioner Response:

1. The number of dwelling units for the proposed project does not exceed the underlying R-4 zoning, which requires 3,600 sq ft per unit. This results in a required lot size of 162,000 sq ft for the 45 units proposed by this project. The proposed project seeks approval for 45 units on a 3.77 acre, or 164,221 sq ft, parcel.
2. None of the proposed buildings exceed 45 feet, the height of the underlying R-4 zoning.
3. There are no proposed uses that are more intensive than the underlying R-4 zoning. The proposed project is a multi-unit residential development that does exceed the limitations of the R-4 zoning or require any special uses.

4. 92 parking spaces are being provided for 45 units. That is a ratio of 2:1, which exceeds the requirements of the underlying R-4 zoning, the IL Housing Development Authority requirements, and the parking requirements of similar projects within the Pivotal Housing Partners Portfolio.
5. The project is required to maintain a repair and replacement reserve in excess of \$200,000 to maintain the property, including the open space and recreational areas. Therefore, adequate provisions have been made to assure that those areas will be maintained at a high standard for the life of the project.
6. There is no annexation involved in the proposed project.
7. The proposed project includes landscape areas between buildings, parking, and adjacent properties. Those landscaped areas shall include combinations of trees, shrubs, and seasonal plantings that shall be planted both at ground level and on top of earthen berms that have been designed in collaboration with the Village Staff

Staff Response: The Petitioner’s request to construct an independent senior living facility meets the standards for a Planned Development. There is a high demand for senior housing in the Village of Algonquin and this Planned Development will add 45 affordable senior housing units in the Village. The Planned Development meets the parking requirements, is less dense than the surrounding townhome neighborhood, exceeds the landscaping requirements, and will have minimal traffic impacts. The use of the property 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 or improvements in the vicinity.

Legal Description:

That part of the southeast quarter of section 31, township 43 north, range 8 east of the third principal meridian, described as follows:

Commencing at the southwest corner of the southeast quarter of said section 31; thence north 01 degrees 07 minutes 45 seconds east along the west line of the west line of said southeast quarter, a distance of 20.01 feet; thence north 89 degrees 37 minutes 35 seconds east, along a line 20.00 feet north of and parallel to the south line of said southeast quarter of section 31, a distance of 330.88 feet to the place of beginning; thence continuing north 89 degrees, 37 minutes, 35 seconds east, a distance of 451.43 feet; thence north 00 degrees 19 minutes 50 seconds west, a distance of 252.55 feet; thence north 23 degrees 59 minutes 18 seconds west, a distance of 133.95 feet; thence south 88 degrees 14 minutes 47 seconds west, a distance of 266.21 feet; thence north 41 degrees 45 minutes 37 seconds west, a distance of 84.61 feet; thence southeasterly along a non-tangential curve, said curve being concave southeasterly with a radius of 195.00 feet and an arc length of 18.05 feet, having a chord bearing of south 50 degrees 53 minutes 29 seconds west, and a chord distance of 18.04 feet, thence south 48 degrees 14 minutes 23 seconds west, a distance of 83.56 feet; thence southwesterly along a curve said curve being concave northwesterly with a radius of 830.00 feet and an arc length of 85.72 feet, having a chord bearing of south 51 degrees 11 minutes 55 seconds west, a chord distance of 85.68 feet; thence south 39 degrees 57 minutes 30 seconds east, a distance of 106.99 feet; thence south 00 degrees 19 minutes 50 seconds east, a distance of 230.11 feet to the place of beginning, in McHenry county, Illinois

Excepting therefrom:

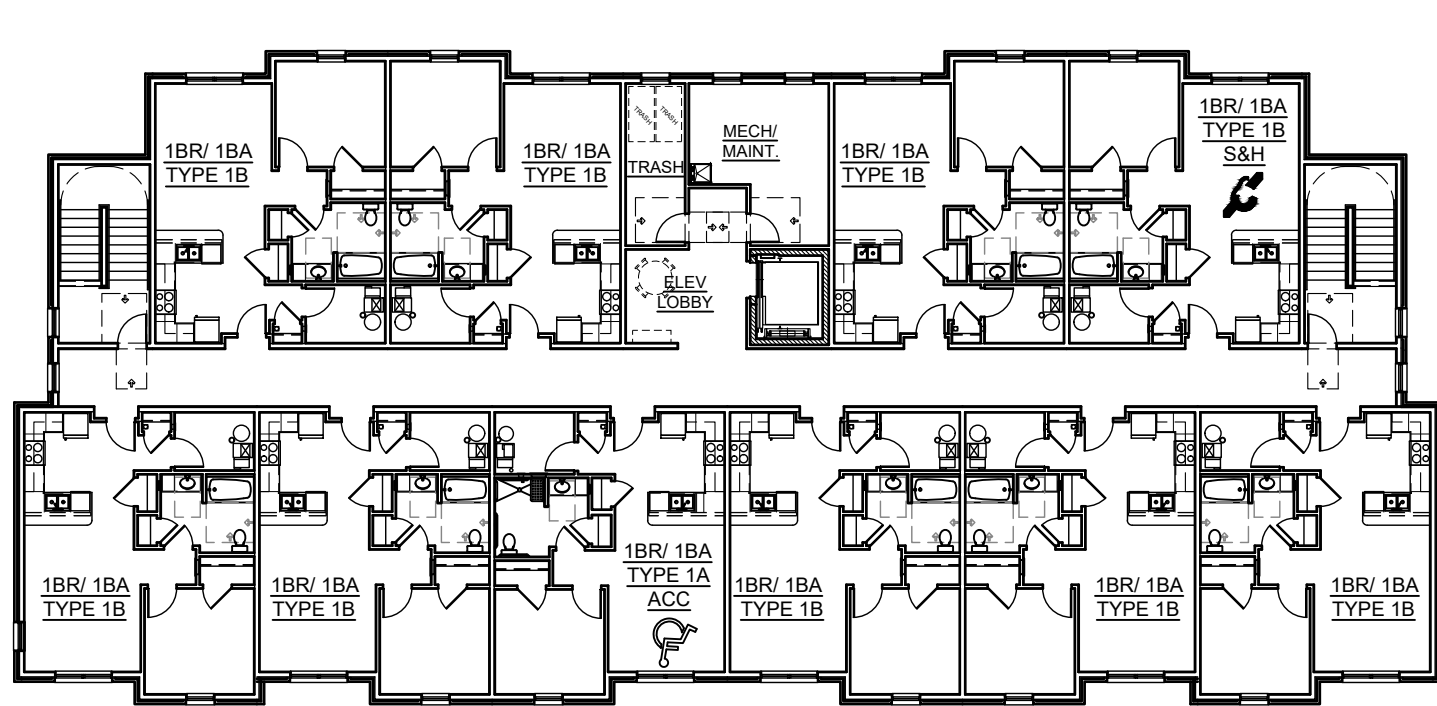
That part of the southeast quarter of section 31, township 43 north, range 8 east of the third principal meridian described as follows:

Commencing at the southeast corner of said southeast quarter; thence north 01 degrees 09 minutes 54 seconds east along the west line of said southwest quarter, 20.01 feet to a point on a line 20 feet north of and parallel with the south line of said southeast quarter; thence north 89 degrees 39 minutes 44 seconds east along said parallel line, 330.88 feet for a point of beginning; thence north 00 degrees 17 minutes 41 seconds west, 20.0 feet; thence north 89 degrees 39 minutes 44 seconds east, parallel with the south line of said southeast quarter, 451.43 feet; thence south 00 degrees 17 minutes 41 seconds east, 20.0 feet to a point on said parallel line; thence south 89 degrees 39 minutes 44 seconds west along said parallel line, 451.43 feet to the point of beginning in McHenry County, Illinois.



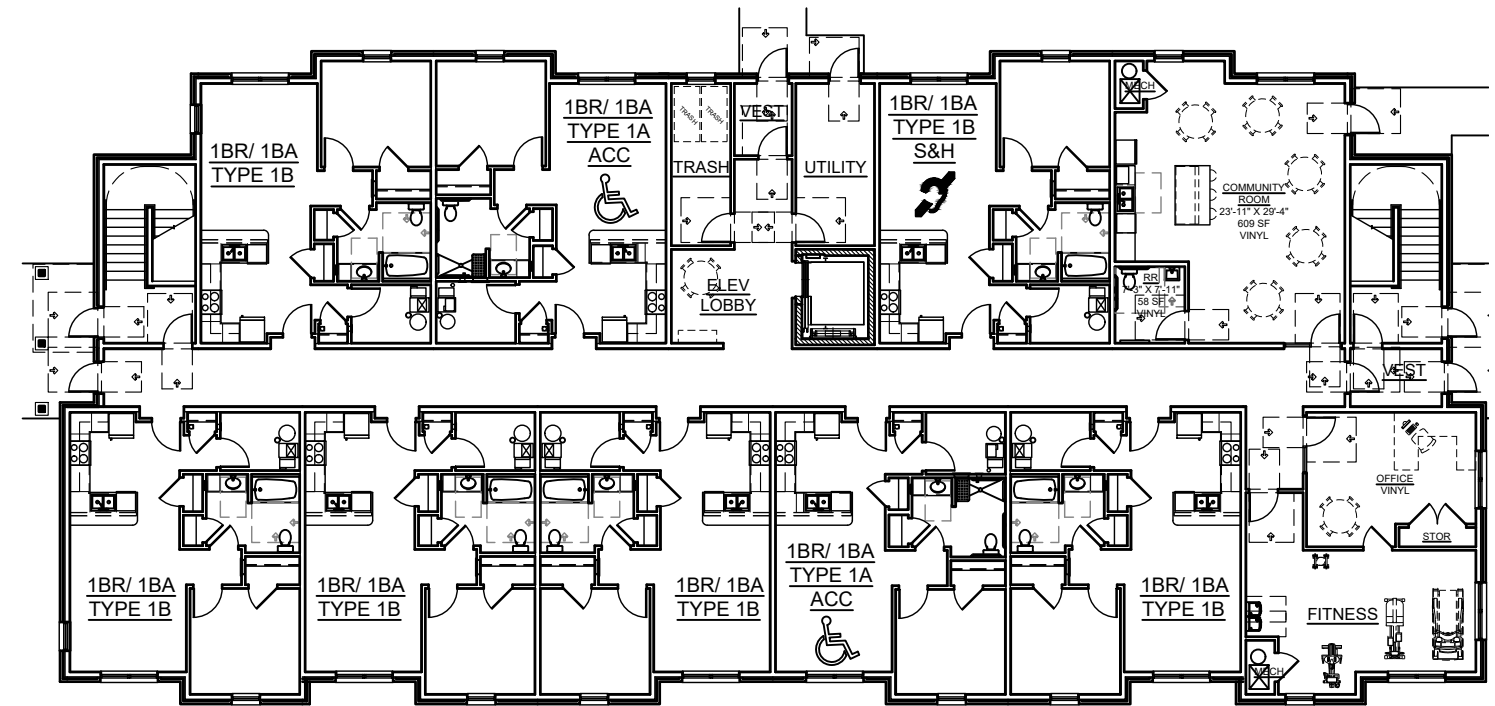
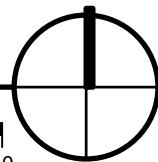
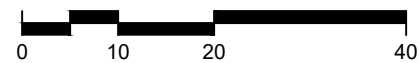






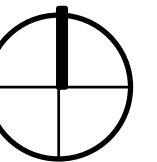
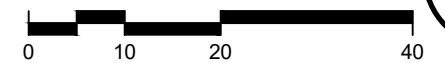
second floor plan

1" = 20'-0"



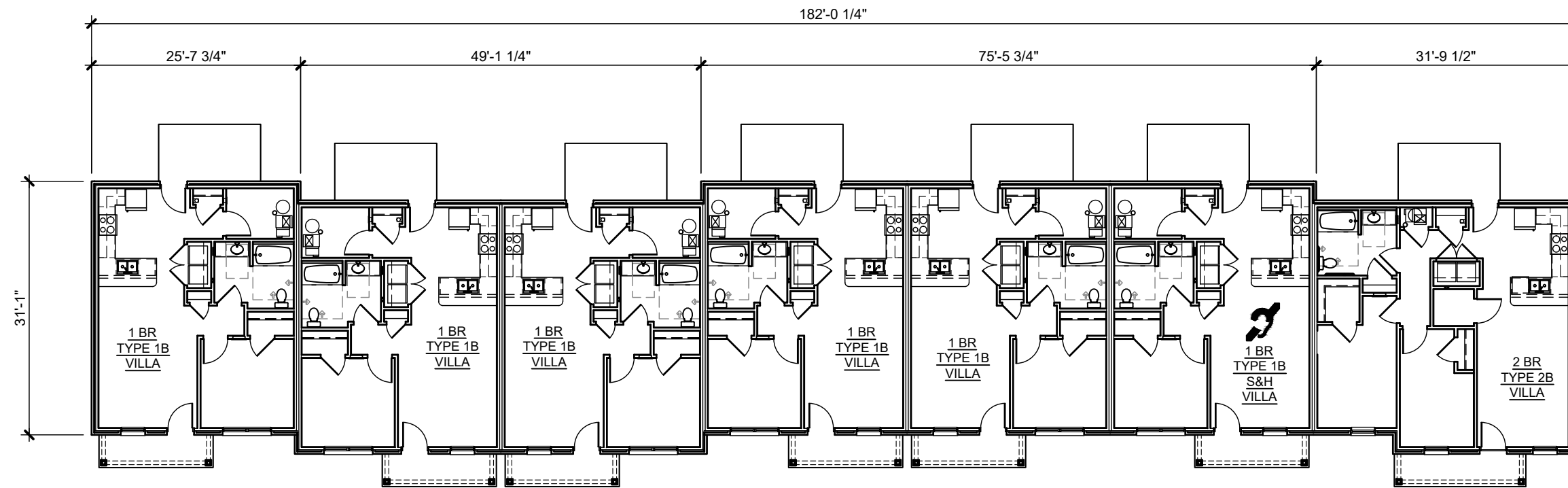
first floor plan

1" = 20'-0"



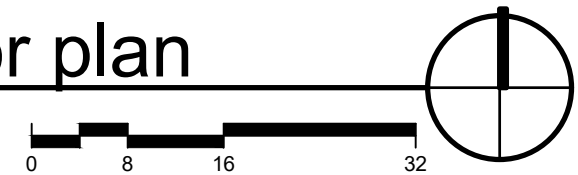
PROJECT NOTES:

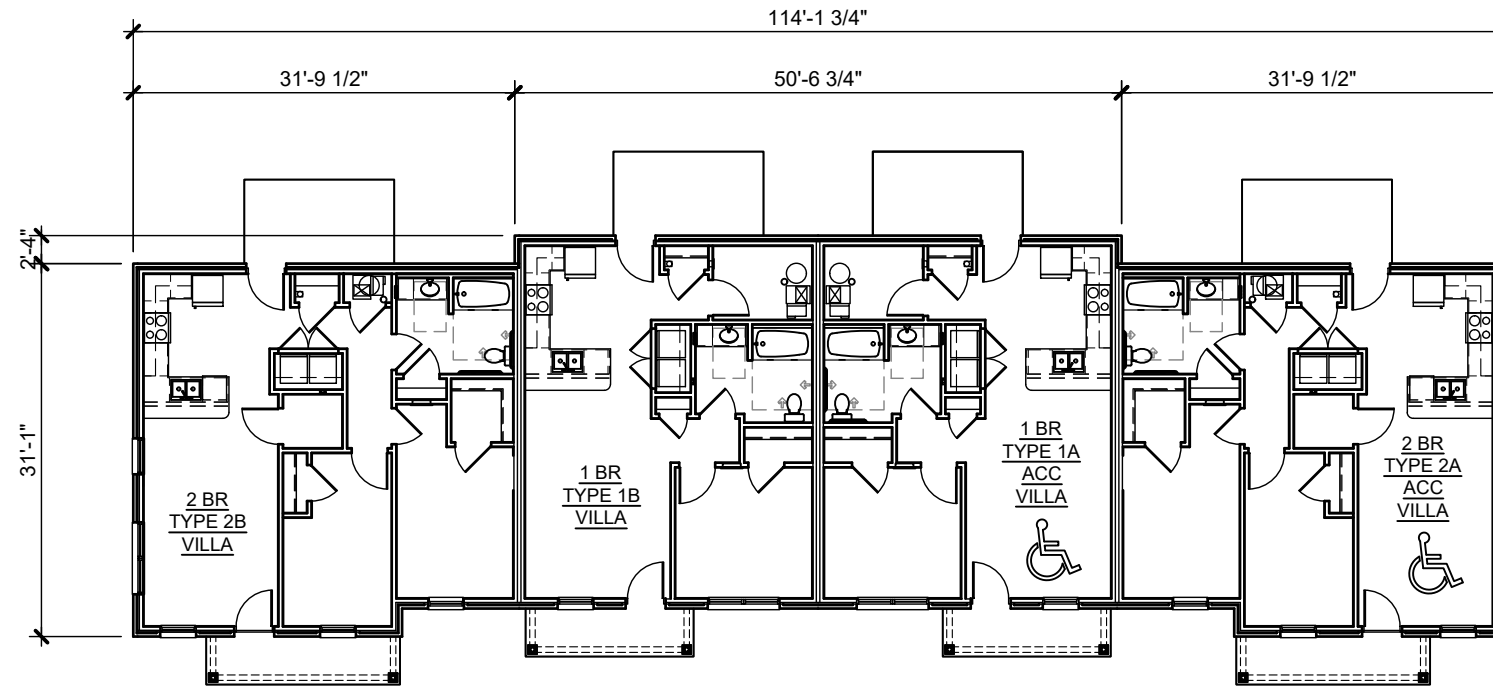
1. DEVELOPMENT WILL INCLUDE SECURED BUILDING FEATURES SUCH AS CAMERAS, INTERCOM AT MAIN ENTRANCE, KEY FOBS AT ALL EXTERIOR ENTRANCES AND COMMON AREA SPACES.
2. DEVELOPMENT WILL HAVE THE CAPABILITY FOR HIGH-SPEED INTERNET TO ALL RESIDENTS.
3. DEVELOPMENT WILL INCLUDE A WASHER AND DRYER IN EACH UNIT.
4. DEVELOPMENT WILL INCLUDE SECURITY CAMERAS AT ALL ENTRANCES.
5. ALL UNITS ARE PROVIDED WEATHER-SHELTERED ENTRY AREA THROUGH THE USE OF A COMMON CORRIDOR AND COVERED ENTRIES (MULTI-STORY BUILDING) OR INDIVIDUAL COVERED ENTRIES.



first floor plan

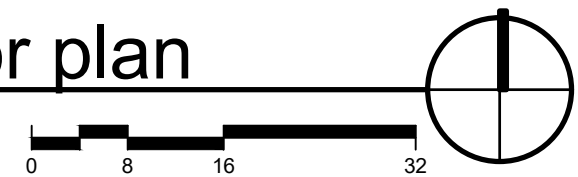
1/16" = 1'-0"

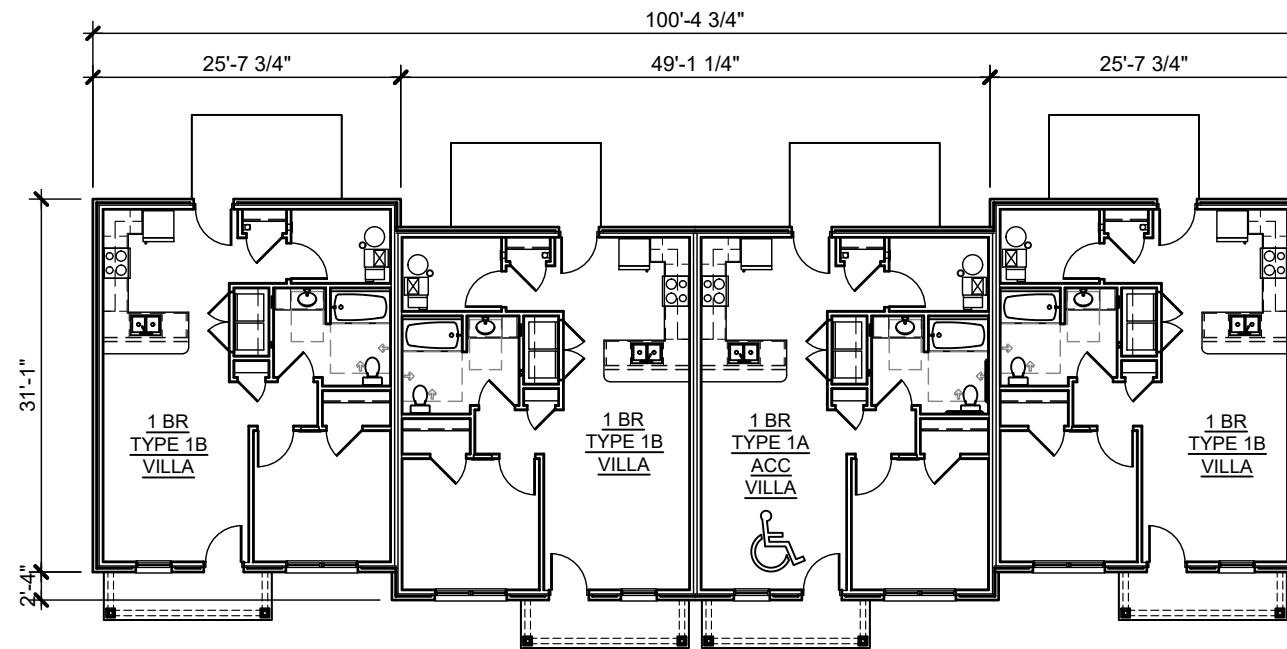




first floor plan

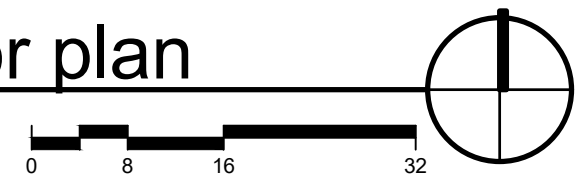
1/16" = 1'-0"

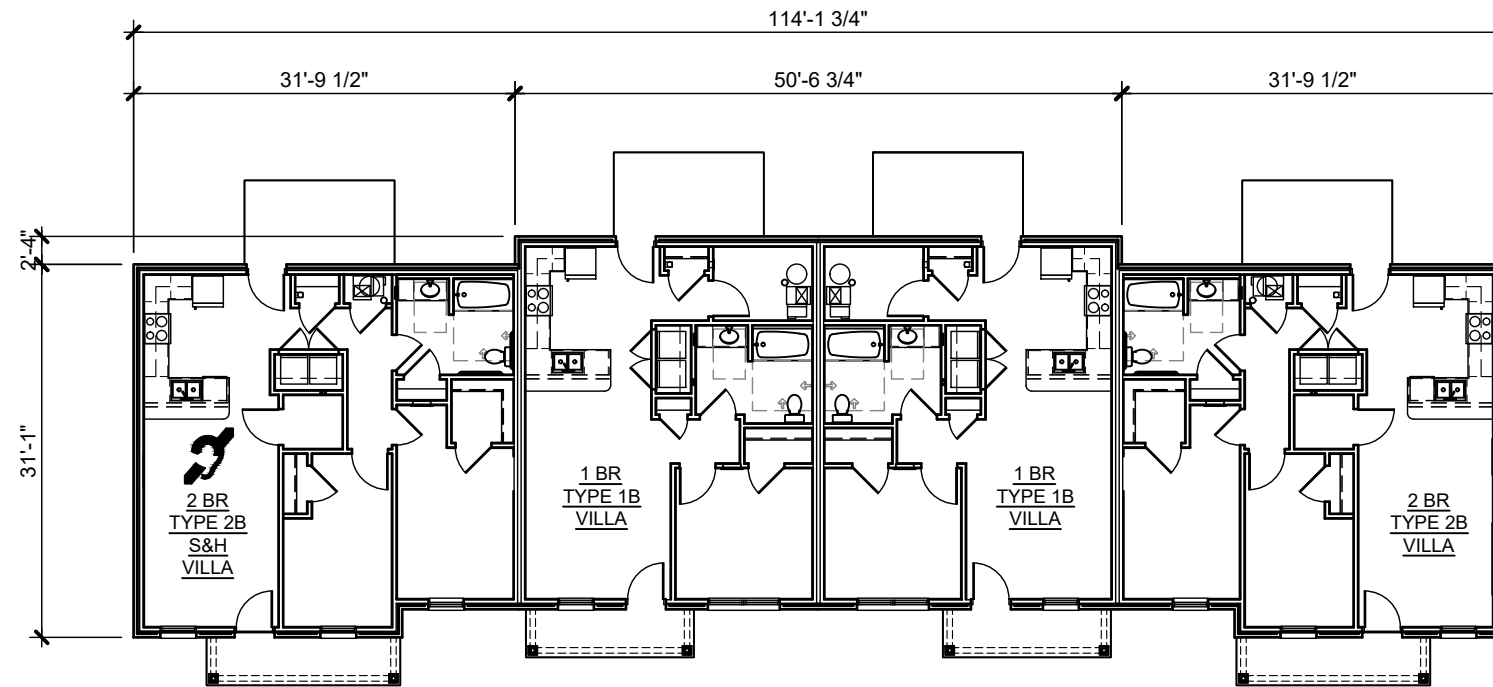




first floor plan

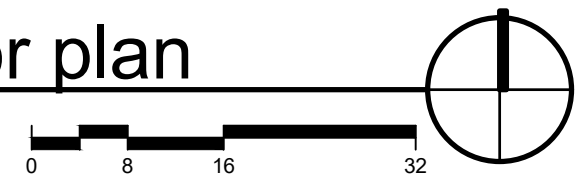
1/16" = 1'-0"





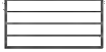



first floor plan

1/16" = 1'-0"



## EXTERIOR FINISH LEGEND

-  MODULAR FACE BRICK VENEER
-  FACE STONE VENEER
-  FIBER CEMENT SIDING: LAP STYLE
-  FIBER CEMENT SIDING: SHAKE SHINGLE STYLE



BUILDING 1

south elevation

1" = 20'-0"

NOTE: THE EAST ELEVATION IS MIRRORED AND SIMILAR TO THE WEST ELEVATION DEPICTED.



BUILDING 1

BUILDING 1



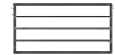

west elevation

1" = 20'-0"

north elevation

1" = 20'-0"

# EXTERIOR FINISH LEGEND

-  MODULAR FACE BRICK VENEER
-  FACE STONE VENEER
-  FIBER CEMENT SIDING: LAP STYLE
-  FIBER CEMENT SIDING: SHAKE SHINGLE STYLE



east elevation

1" = 20'-0"

north elevation

1" = 20'-0"



west elevation



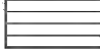

1" = 20'-0"

south elevation

1" = 20'-0"



# EXTERIOR FINISH LEGEND

-  MODULAR FACE BRICK VENEER
-  FACE STONE VENEER
-  FIBER CEMENT SIDING: LAP STYLE
-  FIBER CEMENT SIDING: SHAKE SHINGLE STYLE



BUILDINGS 4-6

BUILDINGS 4-6

end elevations

south elevation

1" = 20'-0"

1" = 20'-0"



BUILDINGS 4-6

south elevation

west elevation

1" = 20'-0"

1" = 20'-0"



BUILDING 3

BUILDING 3

BUILDING 3

north elevation

south elevation



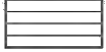

east elevation

1" = 20'-0"

1" = 20'-0"

1" = 20'-0"

# EXTERIOR FINISH LEGEND

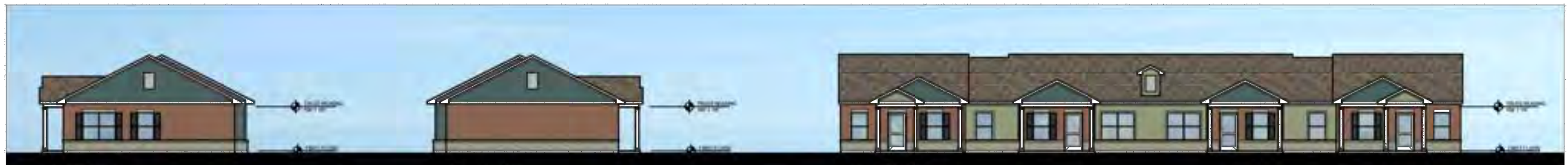
-  MODULAR FACE BRICK VENEER
-  FACE STONE VENEER
-  FIBER CEMENT SIDING: LAP STYLE
-  FIBER CEMENT SIDING: SHAKE SHINGLE STYLE



BUILDING 7

east elevation

1" = 20'-0"



BUILDING 7

BUILDING 7

BUILDING 7

south elevation

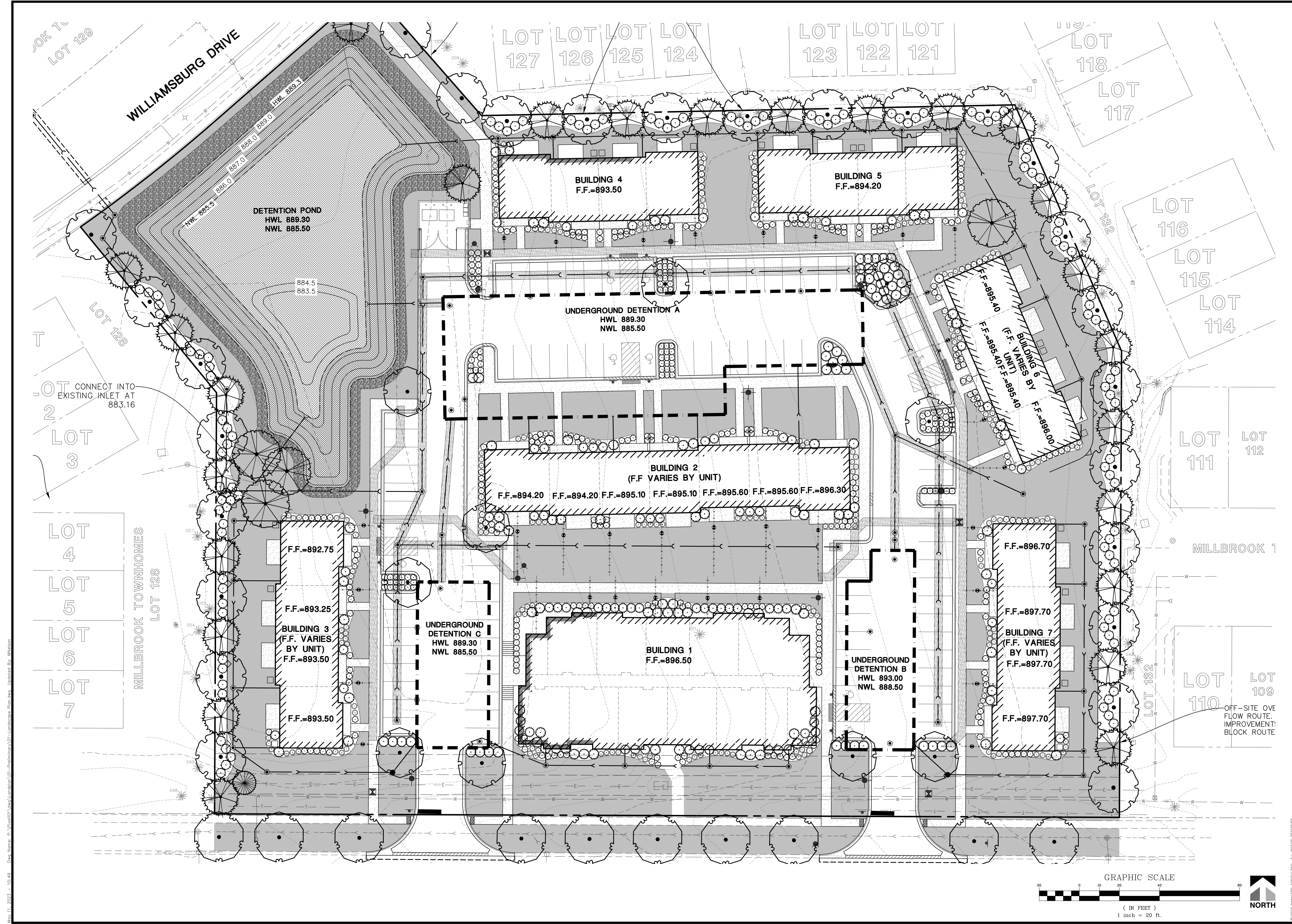
1" = 20'-0"

north elevation

1" = 20'-0"

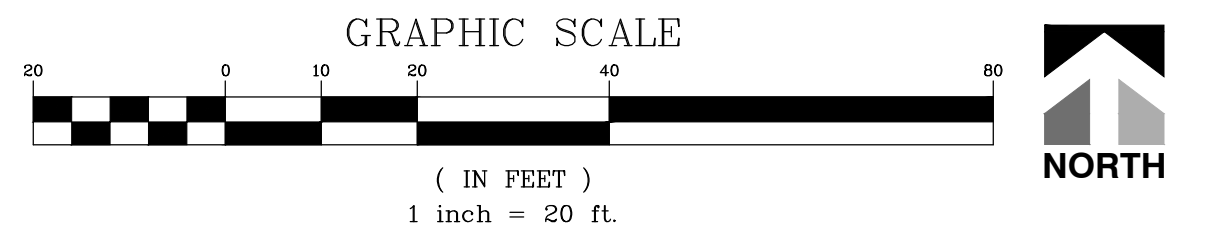
west elevation

1" = 20'-0"



CONNECT INTO EXISTING INLET AT 883.16

OFF-SITE OVE FLOW ROUTE. IMPROVEMENT: BLOCK ROUTE



May 11, 2023 - 10:49  
 Dev Name: P:\Projects\Manhattan\01-Preliminary\01-Landscape\_Plan.dwg - Updated: Bk. Whelan

DATE	REVISIONS	BY	CHK
06/09/23	REVISED PER VILLAGE COMMENTS	MN	

**Manhard CONSULTING**

1440 North Lincoln Street, Suite 200, Algonquin, IL 60105  
 (630) 894-8800  
 www.manhardconsulting.com

Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

THE FLATS AT COUNTY LINE ROAD  
 VILLAGE OF ALGONQUIN, ILLINOIS  
 OVERALL PRELIMINARY LANDSCAPE PLAN

PROJ. MGR.: MDE  
 PROJ. ASSOC.: MN  
 DRAWN BY: MN  
 DATE: 02/10/23  
 SCALE: 1"=20'

SHEET  
**L4** OF **L13**  
 PIV.ALI01

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Commissioner Kennealy asked why the patio could not be in the front of the restaurant. The Petitioner stated that the landlord would not allow the patio in the front of the restaurant. Staff also stated that open air dining is prohibited to be in front of the building in the Special Use Code, but that this is a PUD and it could be permitted as a condition.

Chair Patrician stated that he is concerned that all of the complaints about noise are existing issues and that if they deny the Request, these issues will not go away. He stated that all of the residents knew about the risks when they moved in next to a commercial center. All of the issues they brought up are typical of all commercial centers.

A motion was made by Commissioner Kennealy and seconded by Commissioner Neuhalfen to recommend denial of a Major Amendment to Ordinances 2003-O-07 and 2003-O-35 to permit open Air Dining at Iron Horse Bar & Grill. The motion carried with a 6-0 vote.

**Case Number PZ-2023-01 – Consideration of a Request to Approve a Preliminary Plan for a Senior Housing Development.**

Staff confirmed that the Public Notice requirement was fulfilled.

Wyllys Mann, the Petitioner, gave a presentation requesting preliminary approval to construct forty-five (45) Senior Housing units on the north side of County Line Road between Boyer Road and Millbrook Drive. Forty (40) of the units would have one (1) bedroom and five (5) of the units would have two (2) bedrooms. The units would be affordable and independent living apartments.

Senior Planner Patrick Knapp then gave a presentation stating how the request meets the Standards and Findings of the Zoning Code and that Staff supports the request for preliminary approval of Senior Housing development, subject to the conditions in the Staff Report.

Commissioner Szpekowski asked where the two-story building would be located on the site plan. Staff replied that the two-story building will be closer to County Line Road. The Commissioner then asked if these would be owned or rented. The Petitioner stated that they are rented.

Commissioner Laipert asked if the apartments would be income based. The Petitioner stated that all renters will need to be at 85% or below the median income level.

Commissioner Sturznickel asked if there is a restaurant on site. The Petitioner stated that there is no restaurant because these are independent living units.

Commissioner Kennealy asked about the stormwater facility at the northwest corner of the site. The Petitioner stated that this will be naturalized and Staff added that it is the desire of the Village to maintain the stormwater facility after the development is built. Commissioner Kennealy also asked about Federal funding. The Petitioner stated they do have funding secured if they are approved.

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

Joseph Poweziak of 2654 Loren Court stated that it looks like a great plan and that he encourages everyone to reach out to other properties that are owned by the Petitioner and to see what kind of shape the facilities are in. Staff stated that they would require a list of established facilities with the Final Planned Development submission.

Commissioner Laipert asked if there are any services provided by residents. The Petitioner stated that they do provide light services that include providing resources to the residents.

Chair Patrician closed the Public Comment portion of the Public Hearing

A motion was made by Commissioner Laipert and seconded by Commissioner Szpekowski to recommend approval of preliminary Planned Development for a Senior Housing Development. The motion carried with a 6-0 vote.

**New/Old Business**

No new or old business was discussed.

**Community Development Report**

Staff provided an update regarding ongoing projects and Village Board approvals of Planning and Zoning cases.

**Adjournment**

Chair Patrician asked for a motion to adjourn. A motion from Commissioner Kennealy and seconded by Commissioner Szpekowski was made. The motion carried on a 6-0 vote. The meeting was adjourned at 8:30 P.M.

Minutes signed by:

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Patrick Knapp, Senior Planner



Village of Algonquin  
The Gem of the Fox River Valley

M E M O R A N D U M

**TO:** Tim Schloneger, Village Manager  
**FROM:** Katie Gock, Recreation Superintendent  
Michael Kumbera, Deputy Village Manager  
**DATE:** June 14, 2023  
**SUBJECT:** Presidential Park Project Update | Alternatives Review

The Presidential Park project team has made significant progress on the overall park design which is scheduled to be constructed in 2024. The design incorporates the policy guidance from the [Parks and Recreation Comprehensive Master Plan](#) and [Presidential Park Master Plan](#), as well as captures the vision of developing high-quality community parks that create a unique and memorable experience for both residents and visitors to our community.

**Alternative Features**

The current project cost estimate for Presidential Park construction is \$7,070,393, which will continue to be refined as the project is further designed and value engineered. At this stage in the design process, there are seven (7) alternative features that our design team requires a direction for inclusion/exclusion in the final design document:

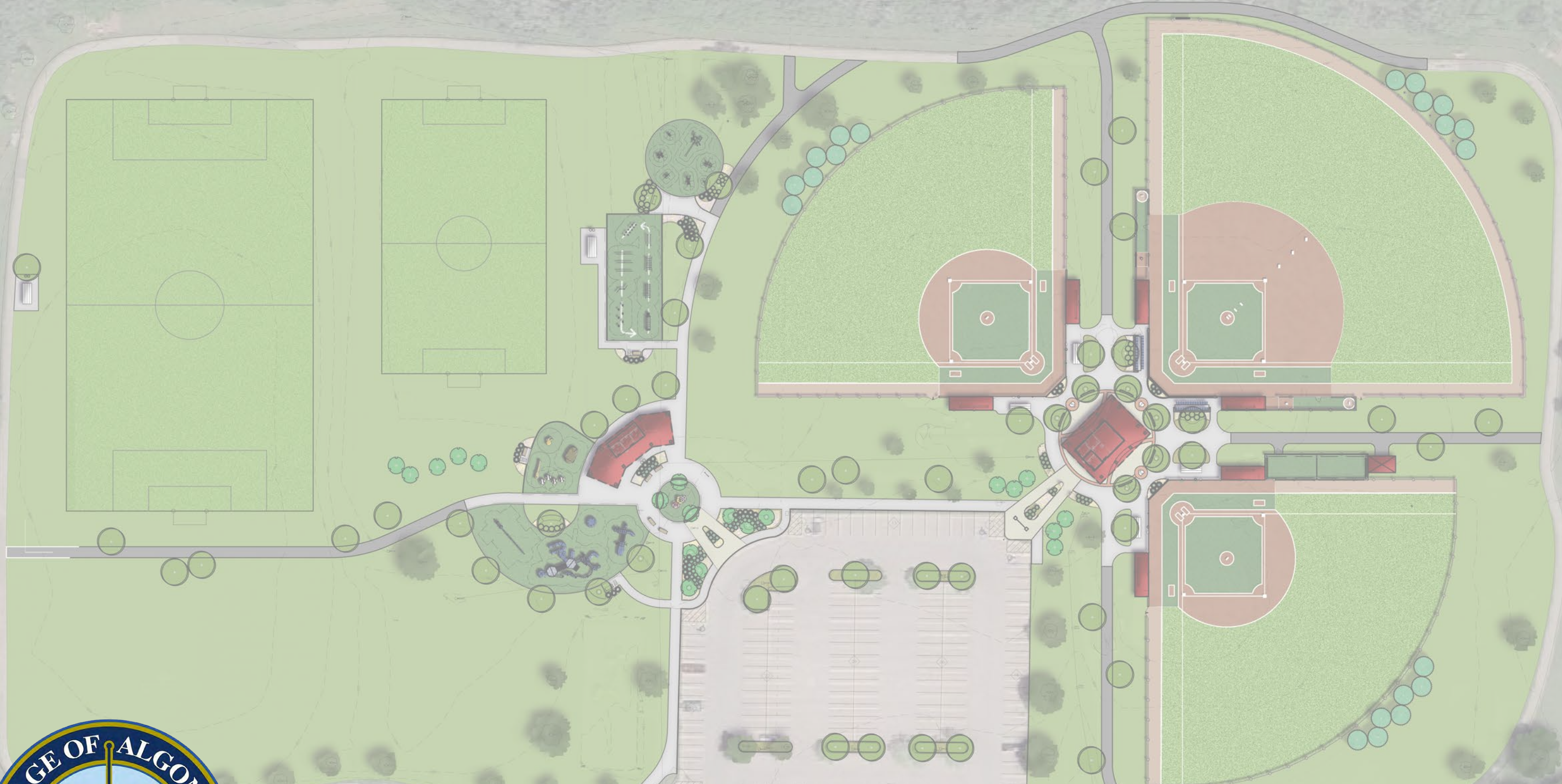
1.	Natural Stone Veneer Seatwalls	\$91,451
2.	Park Sign and Seatwall (Playground/Soccer Area)	\$24,600
3.	Soccerball Climbers	\$63,554
4.	Baseball Themed Climbers	\$149,984
5.	Artificial Turf Play Surfacing (Playground Area)	\$199,998
6.	Sod Championship Field Outfield	\$50,565
7.	Baseball Field Archway Sign	\$46,125

**Requested Action**

Staff is requesting the Committee of the Whole review the attached concepts and provide feedback at Tuesday’s meeting if there are any of the seven (7) features/alternatives that should be eliminated from the project scope. No formal Board action on this item is required at this time.

Staff will be available in advance of and at the Committee of the Whole meeting to answer any questions. Additionally, Hitchcock Design Group will be present at the meeting to discuss the project in general and answer any questions the Committee of the Whole may have.

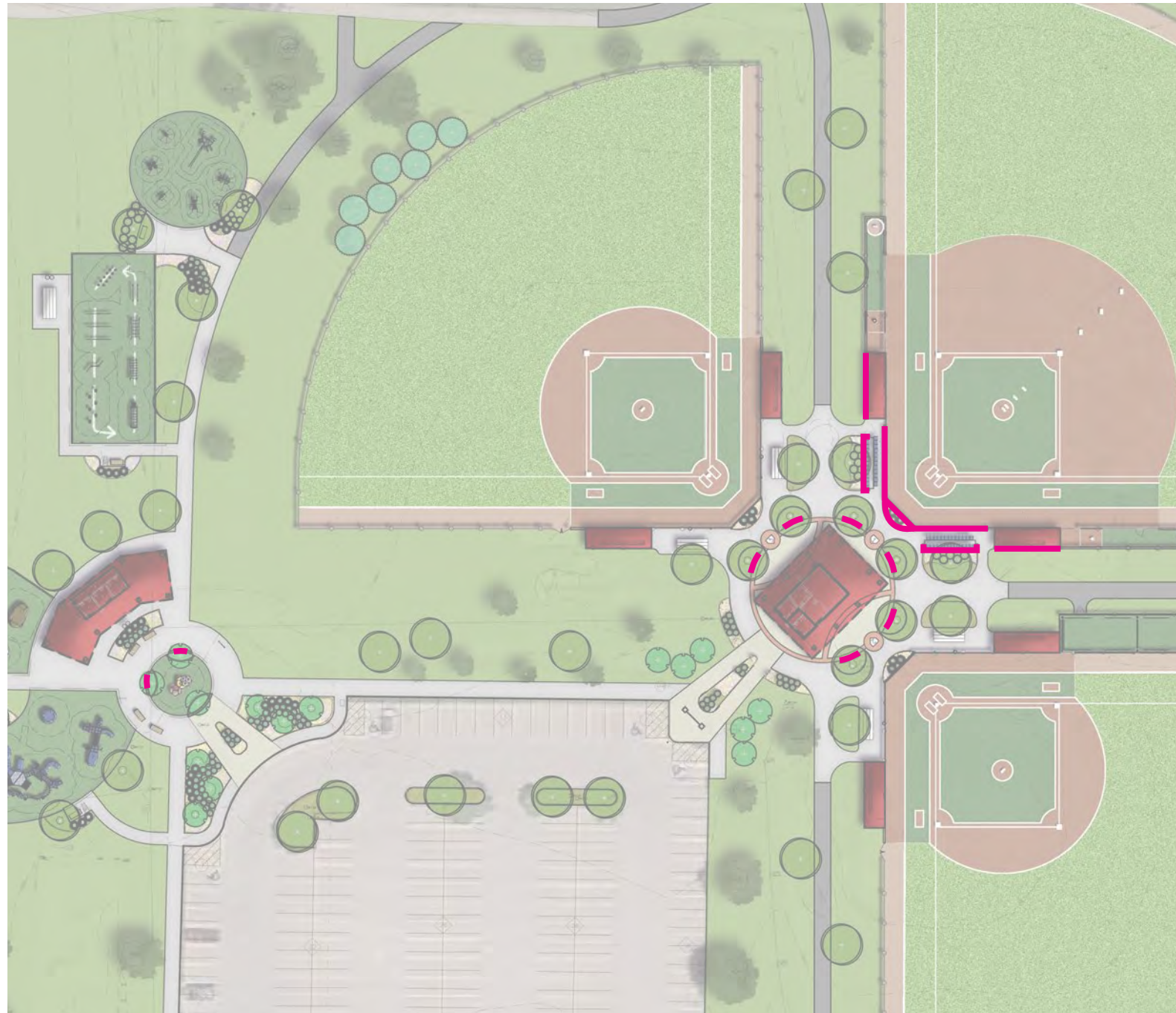
**C:** Nadim Badran, Public Works Director  
Michele Zimmerman, Assistant Public Works Director  
Cliff Ganek, Village Engineer



# Presidential Park Alternatives

Algonquin, Illinois





**ALTERNATIVES**

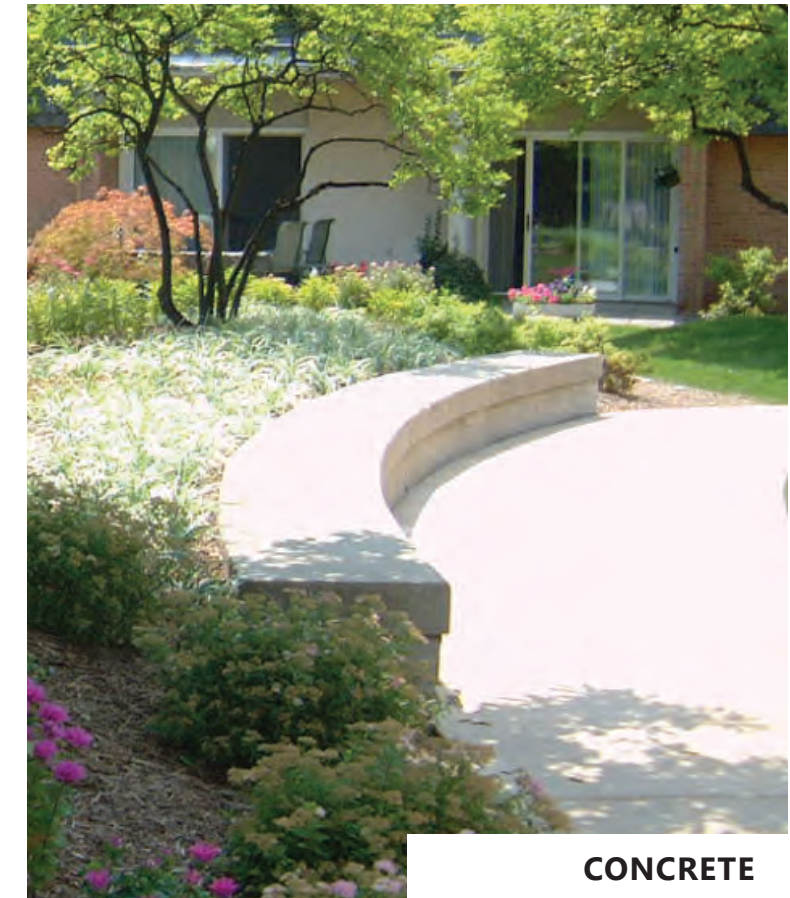
A. Concrete vs. Natural Stone Walls- **\$91,451**

**LEGEND**

— Wall, TYP.



**CONCRETE**



**CONCRETE**

**VS**



**NATURAL STONE**

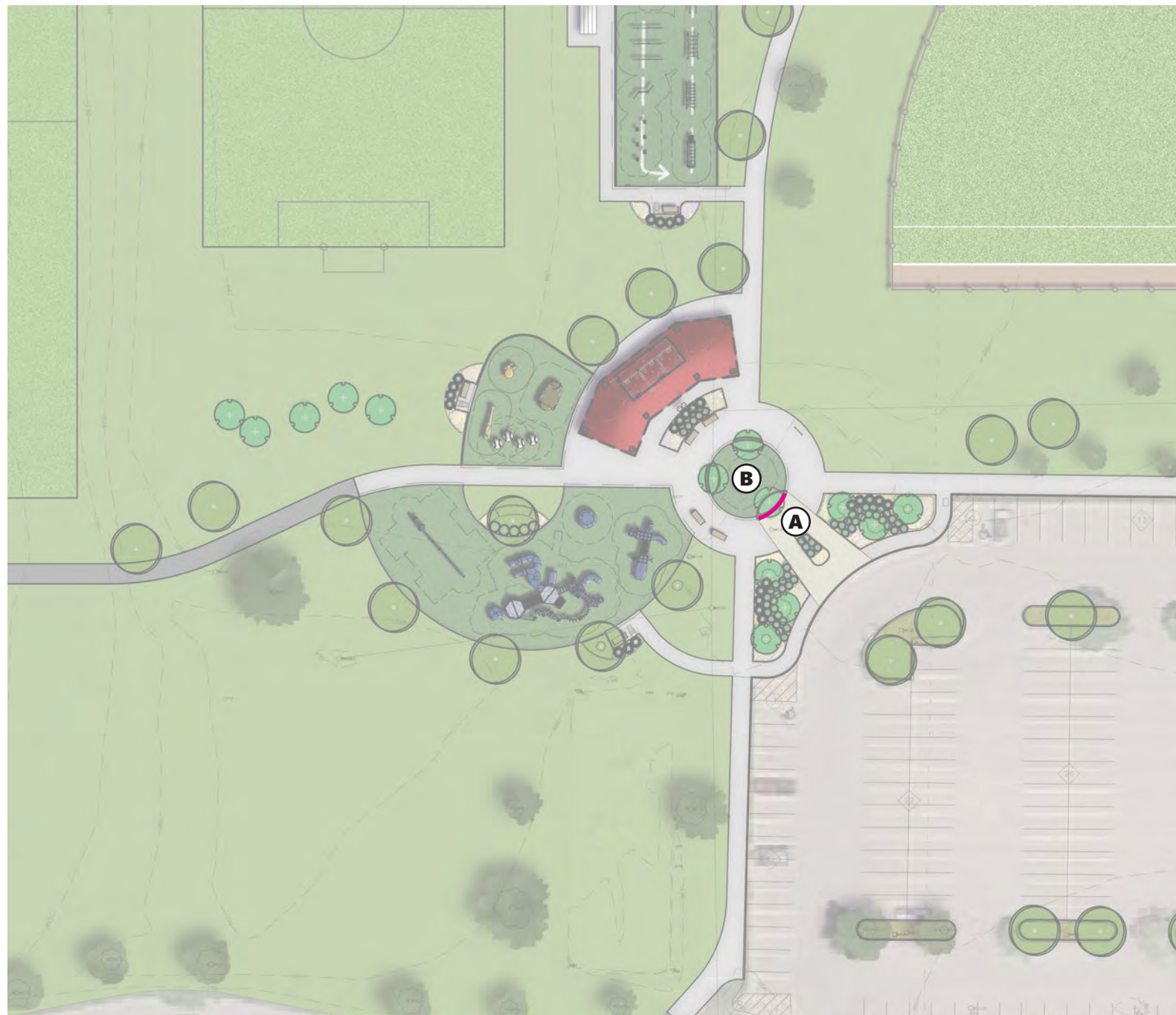


**NATURAL STONE**

**Walls Alternatives**







**ALTERNATIVES**

- A. Park Sign- **\$24,600**
- B. Soccerball Climbers- **\$63,554**





**ALTERNATIVES**

- A. Baseball Themed Climbers- **\$149,984**
- B. EWF vs. Turf Play- **\$199,998**

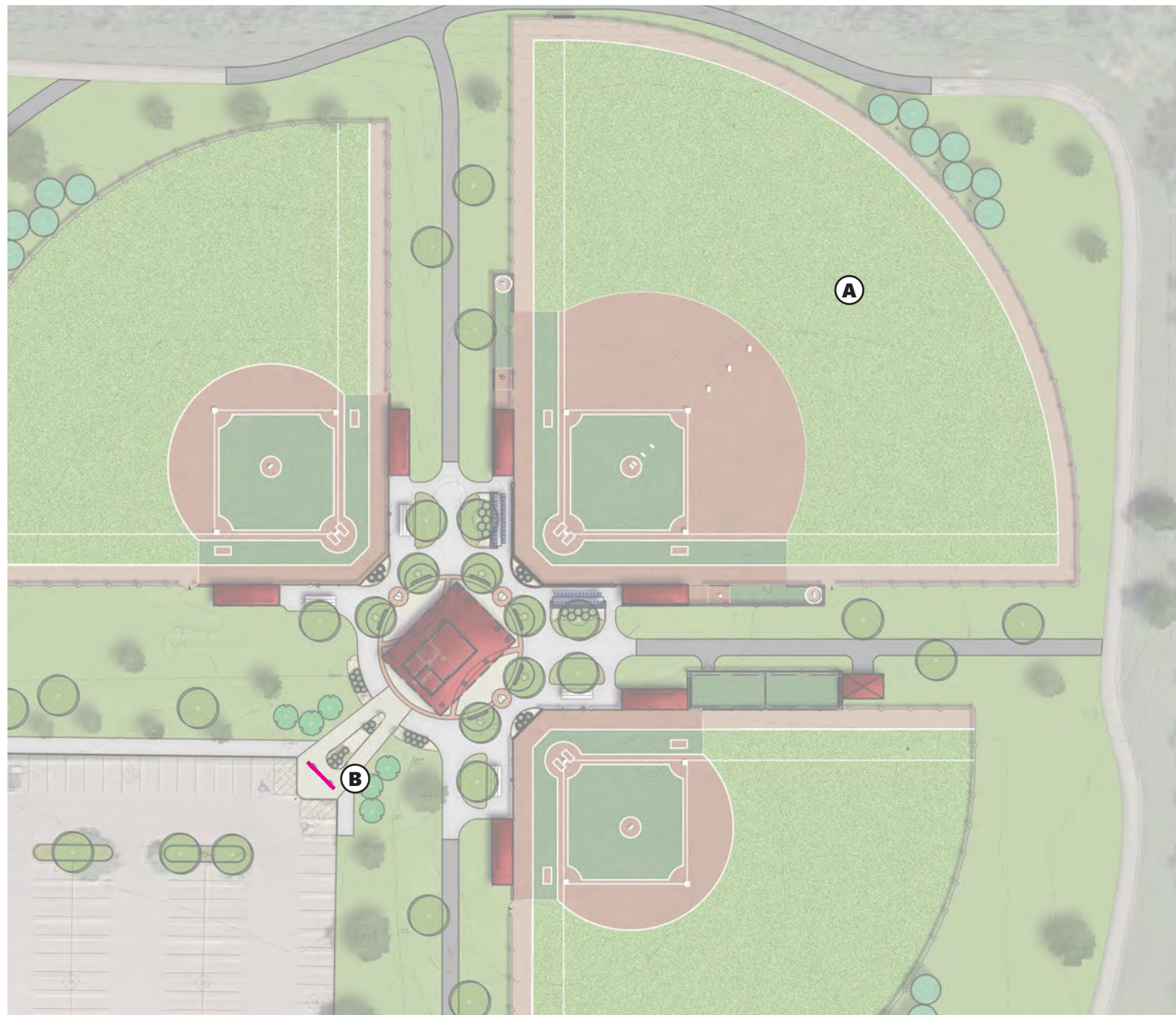


**ENGINEERED WOOD FIBER PLAY SURFACE**



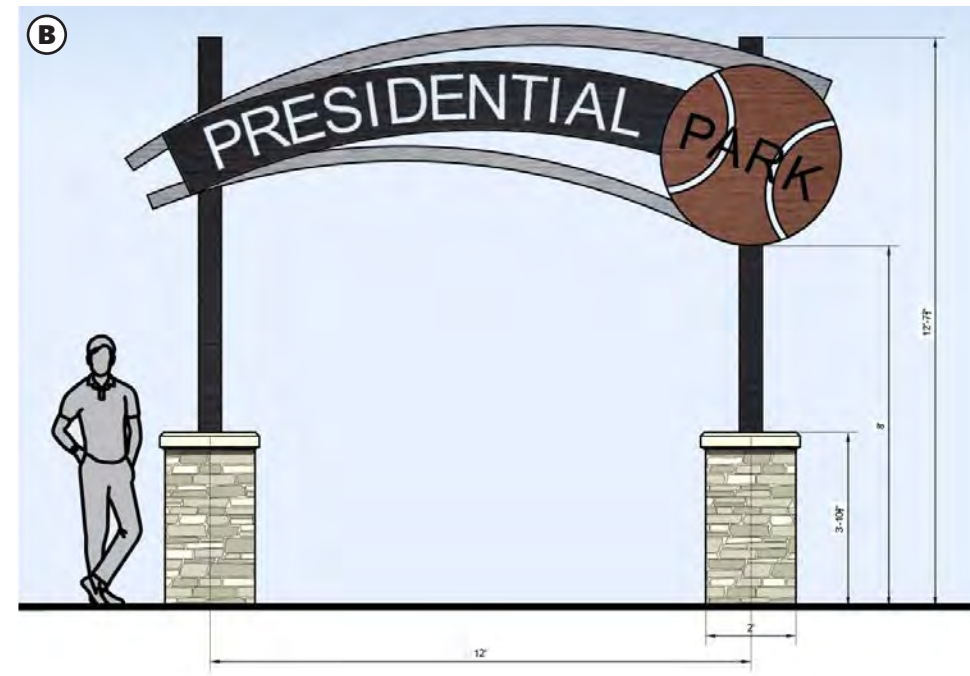
**ARTIFICIAL TURF SURFACING**





**ALTERNATIVES**

- A. Sod Championship Field- **\$50,565**
- B. Baseball Field Arch Sign- **\$46,125**



Baseball Arch Sign  
Option 1



Baseball Arch Sign  
Option 2

**Baseball Field Alternatives**



### ALTERNATIVES

- |                                    |           |
|------------------------------------|-----------|
| 1. Natural Stone Veneer Seatwalls- | \$91,451  |
| 2. Park Sign and Seatwall-         | \$24,600  |
| 3. Soccerball Climbers-            | \$63,554  |
| 4. Baseball Themed Climbers-       | \$149,984 |
| 5. Artificial Turf Play Surfacing- | \$199,998 |
| 6. Sod Championship Outfield-      | \$50,565  |
| 7. Baseball Field Archway Sign-    | \$46,125  |

Alternatives Subtotal: \$626,277

**CURRENT PROJECT ESTIMATE: \$6,444,115**

**TOTAL ESTIMATE WITH ALTERNATIVES: \$7,070,393**





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

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

DATE: 06/15/2023

TO: Tim Schloneger, Village Manager

CC: Nadim Badran, Public Works Director

FROM: Vince Kilcullen, General Services Superintendent  
Mike Reif, Internal Services Supervisor

SUBJECT: Vehicles To Be Deemed Surplus

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**The following vehicles are proposed to be declared surplus as part of the Village's program with Enterprise Fleet Management. The program achieves the lowest total cost of operation by cycling out vehicles on a timely basis.**

**Unit #:** 206

**Year:** 2019

**Make:** Hyundai

**Model:** Sonata

**ID/VIN:** KME24L39KA093705

**Description:** Enterprise lease vehicle to be turned in replaced with 2023 GMC Sierra.



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

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

DATE: 6-15-2023

TO: Tim Schloneger, Village Manager

CC: Nadim Badran, Public Works Director

FROM: Vince Kilcullen, General Services Superintendent  
Mike Reif, Internal Services Supervisor

SUBJECT: Items to be Deemed Surplus

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**Unit #:** 642

**Year:** 2008

**Make:** Kubota

**Model:** RTV1100

**ID/VIN:** KRTV110081017676

**Description:** Kubota UTV with 3026 hours. Past useful life with the Village. Replaced with new Bobcat UTV.



**Make:** OTC

**Model:** 5203

**Description:** 3 Ton Jack, needs repairs



**Unit #:** 907

**Year:** 2008

**Make:** Bobcat

**Model:** S300

**ID/VIN:** 531117390

**Description:** Skid steer with 4025 hours. Past useful life with Village.



**Year:** 2006

**Description:** 5 Picnic Table removed from Hill Climb Pavilion.



**Description:** 9 benches removed from Downtown



**Description:** 17 Trash Cans removed from Downtown.





**Year:** 2022

**Make:** Acme Engineering

**Model:** PRN 145 G 115/1/60/Open with TOL With Plug

**ID/VIN:**

**Description:** fan and shroud shipped to Village mistakenly. Tried to return manufacturer told us to keep.





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

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

DATE: Tuesday, June 13, 2023  
TO: Nadim Badran, Public Works Director  
FROM: Jason A. Meyer, Chief Water Operator  
SUBJECT: Well 9 Motor Replacement

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Please see the attached proposal for Water Well Solutions Illinois, LLC for the motor replacement in Well 9. About a month ago, the motor on this well blew up for unknown reasons. Therefore, this well is currently out of service and is in high demand due to the current drought conditions. Water Well Solutions Illinois has done all of well rehabilitation, motor replacements and well maintenance for the past 10 years and is very familiar with the Village's operations. Therefore, we would like to use them to perform this emergency replacement. This replacement is not budgeted as it is an emergency due to the motor failure.

The cost for the replacement is \$34,295.50. We plan to pay from this out of the water operating budget in account 07700400 44418. We currently have \$40,000 in this line item to remove and inspect Well 7. We plan to postpone that until next year so we can perform this more critical motor replacement.

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 Water Well Solutions Illinois, LLC to perform replacement of the motor in Well 9 for the amount of \$34,295.50

# Water Well Solutions Illinois, LLC.

825 E North Street  
 Elburn, IL 60119  
[www.wvssg.com](http://www.wvssg.com)



## PROPOSAL TO:

Date: 6/13/2023

**Company:** Village of Algonquin

**Job Name:**

**Address:** 10 Meyer Dr.  
**City:** Algonquin, IL 60102  
**Attention:** Jason Meyer  
**Email:**

**Well No. 9**

**Phone:**  
**Fax:**

**Terms:** 10 Days

Qty	Description	Unit Price	TOTAL
1	Mobilization of Large Pump Hoist (ingress and Egress by owner)	\$500.00	\$500.00
11.5	Hrs labor with a 2-man pump crew to pull pump for inspection	\$415.00	\$4,772.50
20	Est. Hrs labor with a 2-man crew to reinstall pumping equipment with testing	\$415.00	\$8,300.00
1	Misc., Tape, banding, well disinfection, airline	\$550.00	\$550.00
1	75Hp, 4-Pole Hitachi 10" motor	\$40,346.00	\$40,346.00
1	Credit for Tesla Motor	-\$20,173.00	(\$20,173.00)

NOTE ON MATERIAL PRICES: The material prices noted above are based on current market prices. The price and other materials are volatile. Therefore, we must reserve the right to adjust the above material prices based on market pricing the date your order is signed and returned to us. In order to hold the current pricing, it will be necessary to immediately order the materials. Further, Water Well Solutions will bill for the materials so ordered at the same time, signature below constitutes agreement to be billed for those materials ordered and is your further agreement to pay, within 30 days of invoice date, for those materials ordered.

Total Amount Proposed **\$34,295.50**

CLIENT	WATER WELL SOLUTIONS ILLINOIS, LLC
The above prices, specifications and conditions are satisfactory and are hereby accepted. Water Well Solutions is authorized to do the work as specified. Payment will be made within ten (10) days of invoice date,  BY: _____ DATE: _____	All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other insurance.  BY: _____ DATE: _____

**INVOICES.** Invoices will be submitted once a month with payment due within 10 days of the invoice date. A late charge at the rate of 1-1/2 % per month, or the highest rate allowed by applicable law, whichever is lowest, will be added to all amounts outstanding after 30 days. Purchaser agrees to pay any and all attorneys' fees and court costs should attorneys be utilized or court proceedings initiated to collect any past due amounts.

**INFORMATION.** It is recognized that Purchaser has superior knowledge of the job site, site history, access routes to the job site, known or suspected contaminants, surface and subsurface conditions, etc., and Purchaser is obligated to advise Water Well Solutions of all or any conditions that may affect Water Well Solutions performance hereunder. Purchaser agrees to provide Water Well Solutions with such specifications, plans, site history information, reports, studies or other information on surface and subsurface conditions as will be reasonably required by Water Well Solutions for safe, proper and timely performance of the work. Purchaser shall obtain all necessary permits and rights-of-way and indemnify and hold Water Well Solutions harmless for its failure to do so and for claims of trespass or damage to property, including underground utilities or structures; provided such claims of trespass or damage to property did not arise due to Water Well Solutions' negligence or intentional act which arise out of the work.

**LIABILITY.** Neither party shall be liable to the other party for any special, indirect, incidental or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise. Further, Purchaser agrees to indemnify and hold Water Well Solutions harmless from and against any and all claims, demands, causes of action (including third party claims for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) which result from (i) any release or threatened release of any substance (whether hazardous or not); (ii) any claim that Water Well Solutions or any of its subcontractors was a "generator" or "transporter" of hazardous waste or an "operator" of the job site (as such terms are used or defined under local, state or federal laws or regulations); or (iii) any negligent or wrongful act or omission of Purchaser or others under Purchaser's control, except that this indemnification shall not apply to the extent any demand of cause of action results from Water Well Solutions negligence or intentional misconduct.

**PERFORMANCE.** Water Well Solutions will exercise reasonable skill and judgment in performing the work, EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES (EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE GIVEN HEREUNDER. Water Well Solutions does not warrant specific results of any kind or provide any guarantee of water quality or quantity.

**CHANGED CONDITIONS.** The discovery of any hazardous waste, substance, pollutant, contaminant, underground obstruction, condition or utilities on or under the job site which were not brought to the attention of Water Well Solutions prior to the date of this Work Agreement will constitute a materially different site condition entitling Water Well Solutions, at its option, to terminate this Work Agreement (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the contract price and time for performance. Water Well Solutions, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires Water Well Solutions to perform work outside the original scope or beyond its capabilities. In any event, Water Well Solutions may terminate operations on a site which it believes presents an unreasonable health or safety risk.

**DELAYS.** Water Well Solutions shall have no liability to Purchaser, or its clients, contractors or consultants for delays attributable to acts of God, acts of third parties, weather which is not reasonably anticipatable, intervention or public authorities, inability to obtain permits necessary to perform the work, work stoppages, changes in applicable laws or regulations after the date of commencement of performance hereunder and any other conditions or events which are beyond the reasonable control of Water Well Solutions shall be entitled to additional time to perform this Work Agreement equal to the time of any such delay.

**MISCELLANEOUS.** The terms and conditions set forth in the Work Agreement constitute the entire understanding of the parties relating to the work. All previous proposals, offers, and other communications relative to the work, oral or written, are hereby superseded. Any additional or conflicting provision(s) contained in any purchase order, acknowledgement, or other form of the Purchaser is hereby expressly objected to by Water Well Solutions and shall not modify this Work Agreement.

**INTERPRETATION.** This Work Agreement shall be governed and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions stated in the Work Agreement (or the application of such term, provision or condition to person or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected, and each term, provision and condition of this Work Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

Date: **June 13, 2023**

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

Project: Replacement Motor for well 9		Location: 2505 Sleepy Hallow Rd.
Originating Department: Water treatment		
Owner	Contractor/Vendor	Architect/Engineer
Owner : Village of Algonquin Address: 2200 Harnish Dr Algonquin, IL 60102 Phone: 847-658-2754 Fax: 847-658-2759 Contact: Jason Meyer	Name: Water Well Solutions Address: 825 E. North St. Elburn, IL 60119  Phone: 630-365-9099 Fax: 630-365-9069 Contact: Todd Kerry (President)	Name: N/A Address: N/A  Phone: N/A Fax: N/A Contact: N/A

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

**COST OF WORK:** The Contract Price of the Work under this Purchase Agreement is \$ 34,295.50.

**SCOPE OF WORK:** Furnish the Work/items described below in accordance with the following plans and specifications:  
 Q General Contract, dated \_\_\_\_\_, 2018 \_\_\_\_\_ Q Specification No(s): \_\_\_\_\_, dated \_\_\_\_\_, 2018 \_\_\_\_\_  
 Q Plans dated : \_\_\_\_\_ Q Addendum No(s): \_\_\_\_\_  
 Q Other: \_\_\_\_\_

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

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	LUMP SUM UNIT PRICE	EXTENSION
1	N/A	Replacement Motor for well 9	\$34,295.50	\$ _____
<b>TOTAL</b>				\$34,295.50

**NOTES:**

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

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

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

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

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

**CONTRACTOR/VENDOR:**

**PURCHASER:** Village of Algonquin

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

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

Authorized Vendor Representative



Dated: \_\_\_\_\_

### SUPPLEMENTAL CONDITIONS

- 1. Acceptance of Purchase Agreement:** The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Contractor/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder or the delivery of any goods herein ordered, and, in any event, shall be deemed accepted in its entirety by Contractor/Vendor unless Owner is notified to the contrary within ten (10) days from its date of issue.
- 2. Amendment, Modification or Substitution:** This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement.
- 3. Familiarity With Plans; Qualifications:** Contractor/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents. Contractor/Vendor represents to Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Contractor/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of Owner, and shall hold Owner free and harmless from all liability, costs and charges by reason of any act or representations of Contractor/Vendor, its agents or employees.
- 4. Workmanship; Safety:** All Work shall be performed by Contractor/Vendor in a neat, skillful and workmanlike manner, and all materials furnished by Contractor/Vendor shall be new and of the best description and quality of their respective kinds, unless otherwise specified and ordered by Owner in writing. All Work and/or materials shall be subject to the inspection and approval of the Owner, its engineers and representatives. Contractor/Vendor is responsible for its own and its employees' activities on the jobsite, including but not limited to, the methods of work performance, superintendence, sequencing of work, and safety in, on or about the jobsite area in which it is performing the Work under this Purchase Agreement. Owner and Contractor/Vendor shall not require any laborer or mechanic employed in performance of this Purchase Agreement to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under applicable federal and Illinois construction safety and health standards
- 5. Extra's and Change Orders:** No claim by Contractor/Vendor that any instructions, by drawing or otherwise, constitute a change in Contractor/Vendor's performance hereunder, for which Contractor/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Contractor/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of Owner by a person have actual authority to do so. No claim for additional compensation on the basis that Contractor/Vendor has incurred any expense by reason of any act or failure to act or Owner or its contractor, subcontractor, materialmen or any other party shall be valid unless made in writing within 30 days of the alleged act or failure to act and approved by Owner, provided, however, that if the Contractor/Vendor should be delayed in furnishing the articles, items, equipment or materials (hereinafter sometimes referred to as "goods") or services or Work (hereinafter sometimes referred to as "Work") ordered herein, by the omission, neglect or default of Owner, its agents or employees, Contractor/Vendor shall be entitled to no additional compensation or damages for such delay, and shall be entitled only to an extension of time for a period equal to the time lost as a result of the aforesaid causes, determined by Owner. Any charges for extra not so authorized will not be paid.
- 6. Inspection and Acceptance:** Owner shall have the right at all reasonable times to inspect and test all goods, materials or Work furnished by Contractor/Vendor and all Work performed or furnished by Contractor/Vendor. Notwithstanding any prior inspection, the passage of title or any prior payment, all goods, material and Work furnished thereunder are subject to final inspection and acceptance by Owner at its job site. If, after inspection, Owner rejects any goods furnish by Contractor/Vendor thereunder, Owner may, at its election, return those goods to Contractor/Vendor at Contractor/Vendor's expense, including the cost of any inspection and testing thereof. If Contractor/Vendor fails to proceed promptly with the correction or replacement of any rejected goods or Work, Owner may replace or correct such items or Work by purchase or manufacture and charge the cost incurred thereby to Contractor/Vendor or terminate this Purchase Agreement for default in accordance with paragraph 12 herein. By inspecting and not rejecting any goods and Work furnished thereunder, Owner shall not be precluded thereby from subsequently revoking its acceptance thereof if the goods or Work are later discovered to be nonconforming with this Purchase Agreement or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Owner.
- 7. Taxes, Delivery, Risk of Loss:** Unless indicated to the contrary on the face hereof, it shall be the responsibility of Contractor/Vendor to arrange for and complete delivery of all goods or materials. If the goods or materials furnished thereunder are equipment, Contractor/Vendor shall give Owner two (2) working days' advance notice of delivery. All goods or materials furnished by Contractor/Vendor should be shipped in the manner and at the times indicated on the face hereof at the expense of

Contractor/Vendor, it being understood that the risk of loss with respect to such goods is with Contractor/Vendor until such goods come into the actual possession of Owner, regardless of the mode of delivery or earlier passage of title. This project is tax exempt. The Owner's tax-exempt number is E 9995 0855 05.

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

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

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

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

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

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

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

#### **10. Insurance and Bonds:**

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

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

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

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

Further:

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

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

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

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

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

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

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



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

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

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

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

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

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

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

CONTRACTOR/VENDOR:



06/13/23

Date



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

**– M E M O R A N D U M –**

DATE: June 20, 2023

TO: Tim Schloneger, Village Manager

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: *Phase 1&2 Engineering Services for Surrey Lane Streambank Restoration with HR Green*

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Attached you will find a copy of the proposal with HR Green, Inc. for design services for Surrey Lane Streambank Restoration in the amount of \$101,231.00.

The Surrey Lane Preserve is located on Village-owned property between Surrey Lane and Zange Drive. The preserve contains a stream tributary to Dixie Creek, which flows to Ratt Creek and eventually the Fox River. The restoration of the Surrey Lane Preserve was completed in 2016 by the Village. Upstream of the preserve is a 1,300-foot stream that runs through a drainage easement in the rear yard of residential homes on Surrey Court and Zange Drive. The stream contains a highly eroded channel with invasive brush. Staff has determined that if the streambank is not properly restored, the erosion will expand beyond the existing easement limits and continue destroying more private property from the homeowners that back up to the stream.

The project scope involves restoring the highly-eroded upstream channel of the Surrey Lane Preserve by re-establishing and stabilizing the streambank. Due to this project's sensitive nature and location, a public meeting with the affected homeowners is proposed to inform and educate the residents about the proposed improvements.

HR Green has successfully been the design engineer on four of the Village's stream restoration projects over the last three years. Their knowledge and experience with this type of work and with the Village makes them an ideal candidate to complete the design for this project. Funding for this work is budgeted in the Natural Area & Drainage capital fund this fiscal year in the amount of \$95,000. Based on the proposed design schedule, a small amount of funds will be budgeted for next fiscal year to complete the final design and bidding process.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of design services for Surrey Lane Streambank Restoration to HR Green, Inc. for \$101,231.00.



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

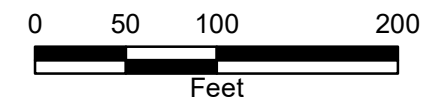
**Surrey Lane Phase 2  
Project Location Map**

**Algonquin, McHenry County  
Illinois**

**Legend**

- Project Limits
- Parcels
- Floodplain Zone A (1% Chance)
- Floodplain Zone AE (1% Chance)
- Floodway
- Floodplain Zone AE (0.2% Chance)

Data Source:  
Coordinate System: NAD 1983 2011 StatePlane Illinois East FIPS 1201 Ft US  
Projection: Transverse Mercator  
Datum: NAD 1983 2011  
Units: Foot US





## **PROFESSIONAL SERVICES AGREEMENT**

**For**

### **Surrey Lane Phase 2 Stream Restoration Design and Permitting**

Ms. Michele Zimmerman – Assistant Public Works Director  
Village of Algonquin  
110 Meyer Drive  
Algonquin, IL 60102  
847.658.1230  
mzimmerman@algonquin.org

Logan Gilbertsen P.E., CFM – Project Manager  
HR Green, Inc.  
1391 Corporate Drive  
McHenry, IL 60050  
HR Green Project Number: 2202852

June 8, 2023

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- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
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- 5.0 SERVICES BY OTHERS
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- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS





The streambanks are anticipated to be stabilized using bio-technical methods including stone toe protection, native vegetation and/or two-stage channel geometry. The adjacent riparian area and wetlands are anticipated to be improved through management of the vegetation.

This waterway receives runoff from approximately 70 acres and is not a regulatory floodplain. The stream is considered a Waters of the United States.

## 1.2 Design Criteria/Assumptions

This agreement is based upon the following details:

- a. No utility relocation is anticipated to be necessary to complete the project.
- b. No improvements are anticipated or included to the W. Surrey Lane culvert other than outfall improvements. The survey of this structures will be obtained strictly for modeling purposes.
- c. No regulatory models of the stream will be available through FEMA.
- d. All work will be completed on private property within an existing easement. It is assumed that temporary construction easements and/or landowner agreements for impacts outside of the existing easement will need to be established to construct the proposed improvements.

## 2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

This project will include the design of the following items:

- Project Administration and Meetings
- Topographic Survey Services
- Environmental Services
- Contract Plans and Specifications
- Permit Applications
- Bidding Support
- Public Meeting

### 2.1 Project Administration and Meetings

Project Administration and Coordination will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT and prospective contractors. Project coordination work will include:

1. Attendance at one kickoff meeting. Within 7 days of the Notice to Proceed, COMPANY will schedule and conduct a project kickoff meeting. COMPANY will prepare an agenda which shall include items pertaining to:
  - Project schedule.
  - Roles and responsibilities of the parties.
  - Points of contacts.
  - Key milestones and deliverables,
  - Communication plan.

- Discussion of items identified in project design considerations for determining project goals and objectives, design criteria, etc.
  - Other items as deemed necessary and requested by CLIENT
2. Attendance at one (1) coordination meeting to review the engineering and contract documents prior to the bid opening. It is anticipated that this meeting will take place after the submittal of the Preliminary plans to CLIENT. COMPANY will prepare a meeting agenda and sign-in sheet.
  3. COMPANY will prepare/distribute meeting minutes of all meetings attended which will detail the discussions of attendees along with the action required of the attendees.
  4. General correspondence between COMPANY and CLIENT as well as permitting agencies.
  5. The Project Manager will send CLIENT a weekly email update briefly discussing the work completed during that week and the work planned for the following week.

## 2.2 Topographic Survey and Boundary Survey

The following survey services will be provided:

**2.2.a Topographic Survey:** COMPANY will complete a creek survey which will include creek cross section survey of approximately 1,300 linear feet of a tributary to the Fox River lying east of W Surrey Lane will be surveyed for centerline, bottom of channel and top of channel only. The survey will be done specifically to inform the hydraulic modeling, geomorphic assessment, and the proposed ecological restoration design for the stream and riparian areas. The survey will include:

- The upstream and downstream face of the W Surrey Lane structure.
- Ground shots along the stream centerline at approximately 15-20 foot intervals will be taken that are sufficient to generate 1-foot interval contours.
- Ground shots shall be taken from the top of the stream banks to the edge of the project boundary.
- Existing utilities will be surveyed from visible above ground evidence, flags or markings. Storm, sanitary sewer and watermain structures will be surveyed, including rim elevation, invert pipe size, direction and elevation as observed at unlocked manholes.
- The survey will include cross sections necessary for hydraulic modeling of the stream will be taken every 100' feet and more frequently along the mainstem's centerline (10'-15') to capture meanders, changes in channel material, spring and seep locations, and other features. Cross sections will extend 50 feet beyond the top of each bank or to the project boundary. Cross section measurements shall include bank slopes, bottom of stream channel and wetted width on both sides of the stream channel. Survey along the east/west tributary will include centerline points, bottom of channel and top of channel points only.
- Survey will reference Illinois State Plane Coordinate System East Zone NAD83(2011) and NAVD88 benchmarks drawing file compatible with AutoCAD Civil 3D DWG format with surface model (contours and TIN) via 3D drawing elements of LandXML.



- Ground control and elevations will be referenced to the nearest Village Survey Control Point.

COMPANY will generate an AutoCAD Civil 3D drawing of the existing features collected along the waterway, including one-foot contours, according to IDOT standards. COMPANY will provide an AutoCAD 2023 drawing with existing features and improvements within the project limits to be shown.

### **2.2.b Easement Exhibits and Legal Descriptions**

Boundary Survey will include parcels lying adjacent to the stream within the project limits for purposes of establishing the proposed temporary easements. Improvements lying within the interior of the surveyed lands will not be located. Parcel corners not found will not be replaced. COMPANY will prepare an easement exhibit and legal description for up to twenty-three (23) parcels within the project limits according to the legal description shown in the recorded deed for each parcel and proposed temporary easement. COMPANY will provide a PDF version of the exhibit and legal description to be incorporated into the easement agreement prepared by CLIENT.

This task does not include:

- Plat of Dedication
- Plat of Highways
- Bathymetric survey of basins/ponds
- Tree survey – See Section 2.3 for additional information regarding a tree survey.
- 

### **2.3 Environmental Services**

The following environmental services will be provided:

**2.3.a Wetland Delineation:** COMPANY will utilize sub-consultant, Baxter & Woodman Natural Resources, LLC (BWNR), to complete a wetland delineation of the project area. BWNR Ecologists will conduct a wetland delineation within the approximately 6 acre site in accordance with the U.S. Army Corps of Engineers (ACOE) 1987 Wetland Delineation and the Midwest Regional Supplement for Wetland Delineations. GPS points will be used to delineate the on-site wetland boundaries. Pink flags will not be placed as part of this work. As required by the ACOE, the delineation shall include an on-site investigation of vegetation, soils, and hydrology. In addition, the floristic quality index (FQI) will be calculated for each wetland encountered. Digital photographs of data points will be taken to assist in documenting existing site conditions. Adjacent off-site wetlands will also be identified and inspected, if possible, but not flagged.

BWNR will prepare a wetland delineation report in accordance with the ACOE's 1987 Wetland Delineation Manual and Midwest Regional Supplement. The report will include the following: a wetland delineation exhibit that shows all wetlands and data collection points within the project area, photos of representative data points locations, wetland and soils maps, ACOE data forms, and an evaluation of the quality of on-site wetlands based upon the Floristic Quality Index (FQI).



Note: the ACOE requires that field data be collected during the growing season (generally April 1-Oct 31). BWNR can complete the wetland delineation outside the growing season if requested but may be required to return during the growing season to collect additional information. Time required to revisit the site to collect additional data will be billed on a T&M basis.

**2.3.b Tree Survey:** COMPANY will utilize sub-consultant (BWNR) to survey all desirable native trees only that are recommended to be preserved within the Surrey Lane Phase II project boundary with the assumption that all other trees and shrubs will be removed as part of the proposed projects. Each desirable tree will be tagged, assessed, and located using submeter GPS.

The information will be tabulated in Tree Inventory Tables including tree tag #, species (common and scientific), DBH, condition, and general comments regarding quality. Resulting data will be used when developing the Tree Preservation/Removal portion of the design plans. It is assumed that tree removal will be identified on a per acre basis.

**2.3.c Stream & Riparian Area Assessment:** COMPANY and sub-consultant (BWNR) will use 1' topographic data (completed under Topographic Survey Task) and display it on a leaf-off color aerial photograph for use during a site visit. An Ecologist, Construction Manager, and Professional Engineer will meet onsite with CLIENT to determine the appropriate ecological restoration options along Surrey Lane Phase 2 and adjacent riparian areas. COMPANY and BWNR will also record detailed notes and take photos related to the existing condition and proposed options. This information will be used to develop the preliminary and final design plans. During the assessment, storm sewer outfalls will be visited and the condition inspected. Recommended repairs to the existing storm sewer outfalls will be included in the contract plans.

**2.3.d Soils Testing:** COMPANY will utilize SUB-CONSULTANT (Rubino Engineering, Inc.) to complete up one (1) soil borings on the site. It is assumed that the borings will be to a depth of ten (10) feet below existing grade. Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 10 feet.

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. SUB-CONSULTANT will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included. It should be noted that over time, some settlement may occur in the bore hole.

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Clean Construction Demolition Debris (CCDD) Testing (LPC 662) will be completed. SUB-CONSULTANT will obtain a "Potential Impacted Property" (PIP) evaluation of the area near the proposed site improvements. If PIP evaluation indicates no further testing is needed for form LPC-662, SUB-CONSULTANT will proceed with evaluating the composite soil samples for PH and complete the LPC 662 form for CCDD certification. If further testing is required needing

additional samples and lab testing, it will be discussed with the CLIENT and a proposal will be prepared for additional sampling and testing.

## 2.4 Contract Plans and Specifications

COMPANY, will use sub-consultants BWNR and Indigo Ecological Design (Indigo). COMPANY, BWNR and Indigo will use information obtained from the ecological assessment to develop Preliminary and Final Design Plans. COMPANY will submit an electronic copy of the Preliminary Design Plans, Final Design Plans, and Bidding Documents to CLIENT for review and comment. COMPANY will submit for permits with the preliminary plans. Comments received from CLIENT and permitting agencies will be addressed prior to the completion of the final plans. The Final Design Plan will be stamped by an Illinois Licensed Engineer.

### 2.4.a Preliminary Design Phase – The following scope of services will be provided:

- **Document Preparation:** Prepare Preliminary Design Phase documents consisting of design criteria, preliminary drawings, outline of specifications, and written descriptions of the project. The project design and construction specifications will be in accordance with CLIENT requirements and standards; also IDOT and Illinois Urban Manual design standards and requirements. The plans shall include:
  - Cover
  - Standard notes and specifications
  - Quantities
  - Existing conditions
  - Tree preservation, tree removal and demolition plan
  - Proposed improvement plan (including proposed grading, Surrey Lane Creek stream profile and alignments, and storm sewer outfall repairs)
  - Erosion Control Plan
  - Restoration Plan
  - Typical sections and details.
- **Technical Information:** Provide-technical criteria, written descriptions, and design data for use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; coordinate on behalf of the CLIENT in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities if required.
- **EOPCC:** Prepare and submit an Engineer's Opinion of Probable Construction Cost (EOPCC) based on preliminary design plans.
- **Furnish Review Copies:** COMPANY will provide electronic copies of the preliminary plans and EOPCC to CLIENT for review and comment.

### 2.4.b Final Design Plans and Bidding Documents – The following scope of services will be provided:

- **Document Preparation:** Final Drawings and Specifications which will meet the intent of the project. The plans shall include the items listed in the Preliminary Design Phase as well as:
  - Seed mixtures
  - Stream Cross Sections
  - Stream profiles
  - Details
  - Temporary Easement Exhibits

COMPANY will provide special provisions for the specific pay items included in the project. COMPANY will utilize CLIENT's bidding document front end forms to prepare the bid package.

- **EOPCC:** Prepare and submit an EOPCC based on final design plans.
- **Furnish Review Copies:** COMPANY will provide electronic copies of the final plans and EOPCC to CLIENT for review and comment. Project special provisions and front end bidding documents will be included.

## 2.5 Permitting

COMPANY will prepare and submit an application for the following agencies:

- **Army Corps of Engineers (ACOE) Wetland and WOTUS Permitting:** Surrey Lane Creek is tributary to Dixie Creek, Ratt Creek then eventually the Fox River which is a navigable waterway. From past experience working along this stream, it is known that the ACOE will take jurisdiction of this waterway and that permitting will occur through the Chicago District's Regulatory Program. It is anticipated that the proposed activity may qualify under the Nationwide Permit 27 "Aquatic Habitat Restoration, Establishment, and Enhancement", Nationwide Permit 33 "Temporary Construction, Access, and Dewatering" and Nationwide Permit 13 "Bank Stabilization". COMPANY will prepare a Nationwide Permit Application Packet and submit to the ACOE. If wetland impacts exceed the requirements of the nationwide permit program, threatened and endangered species surveys, or a wetland mitigation plan is required to permit the proposed activity the work shall be considered as extra, and require an amendment to the contract.
- **IDNR EcoCAT:** COMPANY will utilize the Illinois Department of Natural Resources (IDNR) online EcoCAT (Ecological Compliance Assessment Tool) to obtain a consultation regarding the potential impacts from the proposed activity on Illinois endangered and threatened species and sites listed on the Illinois Natural Areas Inventory. It is assumed that the consultation will be obtained without additional studies and/or field archeological or cultural resource surveys. Any additional studies for threatened or endangered species will be considered out of the scope of this contract and will require an addendum to this contract. The IDNR EcoCAT service requires a review fee. This review fee, based on the current fee schedule at the time of this proposal, is estimated to cost approximately \$127.00 and is included in this contract. Review fees, if different from estimated fees, will be the responsibility of the CLIENT.

- **McHenry-Lake County Soil and Water Conservation District (SWCD):** COMPANY will submit proposed plans for review and approval of the erosion control plans and best management practices through SWCD and is also required as part of permitting through the ACOE. The SWCD requires a review fee. This review fee, based on current fee schedule at the time of this proposal, is estimated to cost approximately \$2,260.00 based on a construction site of 5-9 acres of land disturbance (\$1,060), In stream work lasting 0-2 months (\$700) and a refundable pre-construction notification fee (\$500) and is included in this contract. Review fees, if different from estimated fees, will be the responsibility of the CLIENT.
- **IDNR Office of Water Resources (IDNR-OWR):** Surrey Lane Creek does not have a designed floodway or floodplain and is draining less than 640 acres. Therefore permitting through the IDNR-OWR is not anticipated for this project.
- **Village of Algonquin Stormwater Permit:** COMPANY will prepare a stormwater permit application in accordance with the Stormwater Ordinance. CLIENT is a certified community and hence CLIENT can issue a permit in accordance with the provisions of the Certified Community criteria of the Ordinance. No fee is anticipated for this review and no fees are included in this scope of services for a Village Stormwater Permit.
- **United States Fish and Wildlife Service (USFWS) Section 7 Review:** COMPANY will prepare a USFWS Section 7 review and coordinate with the USFWS for concurrence on the report. Any additional studies for threatened or endangered species will be considered out of the scope of this contract and will require an addendum to this contract.
- **IEPA NOI and Storm Water Pollution Prevention Plan:** COMPANY will prepare and submit a Notice of Intent and a Storm Water Pollution Prevention Plan for the project. The plans will be prepared to comply with the provisions of the Statewide NPDES Permit Number ILR10 for Storm Water Discharges from Construction Site Activities, and include a site description, planned controls, proposed maintenance practices, erosion control inspection procedures, application of non-storm water discharge measures, Contractor Certification Statement. COMPANY will prepare a Notice of Intent (NOI) for submittal to the Illinois Environmental Protection Agency (IEPA) for coverage under the ILR10 General NPDES Permit. CLIENT is an MS4 community and therefore the IEPA does not charge a fee for submitting an NOI under the ILR10.

COMPANY will apply for permits during the preliminary and final plan phases depending on which agency is being submitted to. COMPANY cannot guarantee the length of time a review agency will take to complete a review and cannot guarantee approval of any submittal. The fees estimated above are based on the current fee schedule at the time of this proposal. Review fees, if different from estimated fees, will be the responsibility of the CLIENT.

## 2.6 Bidding Support

It is understood that CLIENT will manage bidding for this project. CLIENT will advertise the project in accordance with State statutes and CLIENT ordinances. The project will be publicly advertised for a minimum of two weeks in the local newspaper and electronically at the CLIENT's discretion. The cost of publication in a newspaper is not included in this agreement.



COMPANY will assist CLIENT to respond to bidder's questions during the advertisement period and will assist in issuing up to one (1) addendum to the bid package. A plan holder's list will be maintained by the CLIENT.

COMPANY will assist the CLIENT in a public bid opening located at the CLIENT's facilities. A representative from COMPANY will conduct the bid opening and publicly read aloud the received bids.

## **2.7 Public Meeting**

One (1) public meeting is included in this agreement as requested by CLIENT. Support and attendance at a public meeting for residents and interested parties to attend and learn about the project will be held at a location provided by CLIENT. COMPANY will prepare up to two (2) informational exhibits and one (1) PowerPoint presentation to be displayed at the meeting. It is anticipated that the COMPANY's project manager and one other representative will attend the public meeting. COMPANY shall furnish a sign-in sheet for the meeting. It is anticipated that the public meeting will take place after the plans are completed, grants have been applied for and permits have been obtained.



### 3.0 Deliverables and Schedules Included in this Agreement

Plans will be developed to predetermined milestones for submittal to the CLIENT and regulatory agencies for review and approval. The Preliminary (60%) and Final (100%) plans will be submitted to the CLIENT and regulatory agencies for review and comment. For a project of this type, up to a maximum of two (2) submittals each for the preliminary and final plans will be made. The comments would then be incorporated into the plans and a disposition of comments submitted.

COMPANY will develop and assemble the contract specifications and documents for this project in accordance with CLIENT policies, procedures, and standards. The preliminary and final plans will be developed as described in Section 2.4 of this agreement.

COMPANY will provide CLIENT with the following deliverables:

- Electronic copy survey data, wetland delineation report and tree survey
- Electronic copies of preliminary and final plans and specifications
- Copies of all applied for permit applications and approvals pending receipt
- Soils reports and LPC -662 form

The following schedule is anticipated:

Task	Start Date	End Date
Project Management	July 2023	August 2024
Topographic Survey	July 2023	September 2023
Environmental Studies	July 2023	September 2023
Preliminary Contract Plans	October 2023	February 2024
Permit Clearing	February 2024	June 2024
Final Plans	March 2024	June 2024
Bidding Support	June 2024	July 2024

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

#### **4.0 Items not included in Agreement/Supplemental Services**

The following items are not included as part of this AGREEMENT:

1. Topographic Survey, beyond specified in the scope of services
2. Appraisals and negotiations
3. Groundwater Study or Report
4. Archaeological and other Threatened & Endangered Species Surveys
5. Conditional Letter of Map Revision (CLOMR) / Letter of Map Revisions (LOMR)
6. Grant Applications and/or Grant Management
7. Permits Fees except when specifically stated that a fee is included in the agreement.
8. Permit review fees exceeding those identified as included in the agreement.
9. Televising and/or pipe condition analysis
10. Newspaper publication fees
11. Construction oversight
12. Bid advertisement, bid tabulations

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

#### **5.0 Services by Others**

COMPANY proposes to use Baxter & Woodman Natural Resources, LLC (BWNR) as a sub-consultant. They will provide environmental services, assistance with design and permitting.

COMPANY proposes to use Indigo Ecological Design (Indigo) as a sub-consultant. They will provide CAD drafting and plan preparation services.

COMPANY proposes to use Rubino Engineering, Inc. (Rubino) as a sub-consultant. Rubino will assist with soil borings and CCDD certification.

#### **6.0 Client Responsibilities**

The following items shall be provided by the CLIENT:

- Request and provide GIS data, if applicable
- Copies of flooding history and flooding complaints, if available
- Copies of as-built and any major capital projects completed along the Surrey Lane Creek corridor including utility projects, culvert improvements and channel grading
- Provide review comments within 2 weeks of submittal of draft plans
- Signatures on permit application forms
- Meeting location at the Village's Public Works Building for in-person meetings
- Meeting location and schedule of Public Meeting including resident notifications.

#### **7.0 Professional Services Fee**

##### **7.1 Fees**

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30





days' written notice. Non-salary expenses directly attributable to the project such as mileage, reproduction costs, mailings/postage, equipment rental fees and outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$101,231.00.

Task	HRG Fee	Sub Consultants	Fees	Total Fee
Task 2.1 - Project Administration and Meetings	\$5,862.00	\$0.00	\$0.00	\$5,862.00
Task 2.2 - Topographic Survey	\$18,509.00	\$0.00	\$0.00	\$18,509.00
Task 2.3 - Environmental Services	\$4,065.00	\$14,100.00	\$0.00	\$18,165.00
Task 2.4 - Contract Plans and Specifications	\$18,287.00	\$24,300.00	\$0.00	\$42,587.00
Task 2.5 - Permit Clearing	\$7,710.00	\$500.00	\$2,387.00	\$10,597.00
Task 2.6 - Bidding Services	\$3,440.00	\$0.00	\$0.00	\$3,440.00
Task 2.7 - Public Meeting	\$1,571.00	\$500.00	\$0.00	\$2,071.00
Total	\$57,873.00	\$38,900.00	\$2,387.00	\$101,231.00



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

**– M E M O R A N D U M –**

DATE: June 20, 2023

TO: Tim Schloneger, Village Manager

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: *Phase 1&2 Engineering Services for Woods Creek Reach 8 with H.R. Green*

---

Attached you will find a copy of the proposal with HR Green, Inc. for design services for Woods Creek Reach 8 in the amount of \$158,240.00

This reach of Woods Creek is directly downstream from Reaches 6 and 7, which are currently in the design phase. This project is the final Reach of Woods Creek within the Village of Algonquin. The section to the north resides in Lake in the Hills. The project is also part of a larger initiative in the Village of Algonquin to restore our creeks to healthy functioning stormwater systems. Over the past years, the Village has been concentrating on restoration in the Woods Creek Watershed. This project is surrounded by over 100 acres of native restoration projects undertaken by the Village in the past ten years. This signifies the importance of continuing to ecologically restore this riparian corridor.

This project's scope has expanded to include the tributary to the west from Fairway View Drive to Brookside Avenue. This section is considered a remnant fen classified as a critical area for restoration. As such, the inclusion of the critical tributary to the west provides a great opportunity for an EPA Section 319 Grant. Staff has been successful with prior 319 grants, and this project is an excellent candidate. The 319 grant provides funding for a maximum of 60% of the construction costs.

HR Green has successfully been the design engineer on four of the Village's stream restoration projects over the last three years. Their knowledge and experience with this type of work make them a nice fit to perform the work on this project.

Funding for this work is budgeted in the Natural Area & Drainage capital fund this fiscal year in the amount of \$130,000. The overage amount is due to the added tributary area and the cost to complete the 319 Grant. The additional funds will be taken from the anticipated available funds from Dixie Creek Reach 3 Streambank Restoration.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of design services for Woods Creek Reach 8 to HR Green, Inc. for \$158,240.00.



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

### **Woods Creek Reach 8 Stream Restoration Design and Permitting**

Ms. Michele Zimmerman – Assistant Public Works Director  
Village of Algonquin  
110 Meyer Drive  
Algonquin, IL 60102  
847.658.1230  
mzimmerman@algonquin.org

Logan Gilbertsen P.E., CFM – Project Manager  
HR Green, Inc.  
1391 Corporate Drive  
McHenry, IL 60050  
HR Green Project Number: 2202852

June 7, 2023

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- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between Village of Algonquin (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

## 1.0 Project Understanding

### 1.1 General Understanding

CLIENT has completed many restoration projects along the Woods Creek corridor. CLIENT is currently in the process of restoring Reaches 6 and 7 of Woods Creek which are immediately upstream of Reach 8. Reach 8 is the downstream most reach of Woods Creek within the Village of Algonquin.

The project was identified in the Woods Creek Watershed (WCW)–Based Plan, Section 3.11.1, stating that 49% of the Woods Creek Watershed is highly channelized and 37% of Woods Creek itself is experiencing high levels of erosion. Overall, erosion in the watershed is estimated to contribute 2,175 tons of sediment per year to the waterways. The 303(d) list of impaired waters has designated Woods Creek Lake in Lake in the Hills as impaired by Total Suspended Solids (TSS) and Total Phosphorus, a sediment bound nutrient. The impairments to Woods Creek Lake are likely caused by the high levels of erosion in the upstream watershed.

COMPANY will prepare plans, specifications and permit application for stabilizing approximately 3,100 linear feet of Woods Creek and a minor tributary and improving approximately 31 acres of the adjacent riparian areas and wetlands. Reach 8 of Woods Creek, outlined in red in Figure 1 below, is located immediately south of Algonquin Road. Within the 31 acre riparian and wetland complex are areas that were identified as critical restoration sites within the Watershed-Based Plan. CLIENT has requested COMPANY assist in the efforts to improve and restore Reach 8 of Woods Creek.

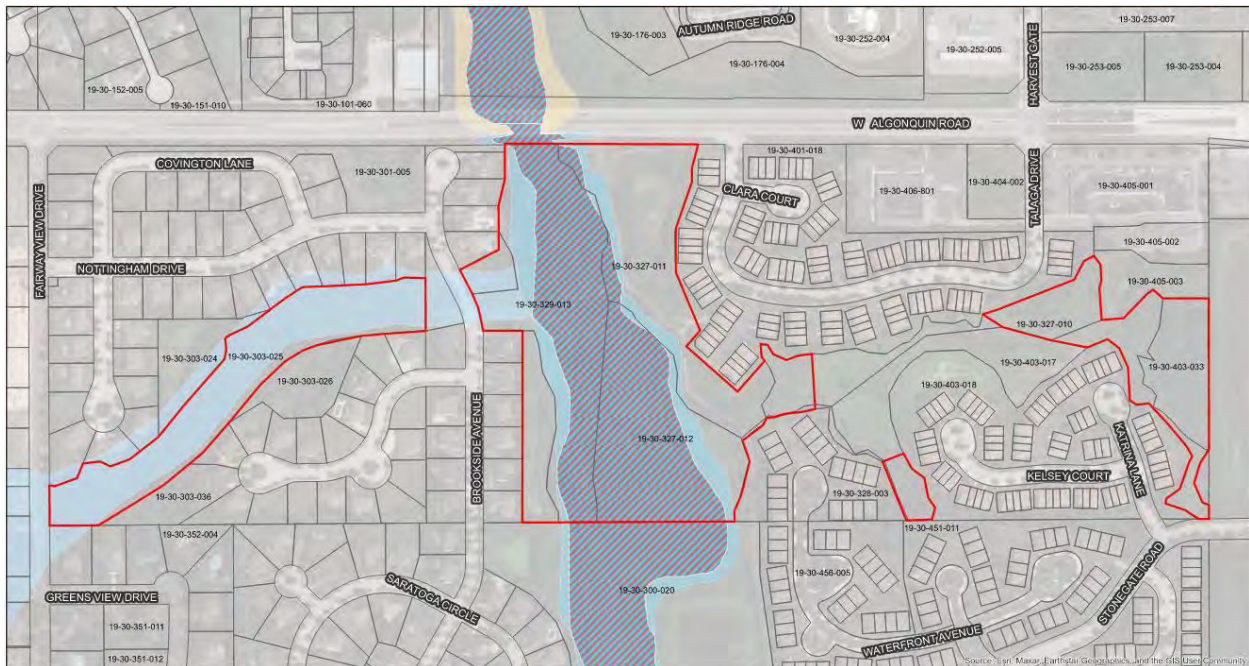


Figure 1: Woods Creek Reach 8

The streambanks are anticipated to be stabilized using bio-technical methods including stone toe protection, native vegetation and/or two-stage channel geometry. The adjacent riparian area and wetlands are anticipated to be improved through management of the vegetation.

This portion of Woods Creek is a regulatory Special Flood Hazard Area. It is designated as a Zone AE floodplain with a floodway and was remapped on July 27, 2009 with LOMR 08-05-3751P. The western tributary which flows from Fairway View Drive east to Woods Creek is a Zone A – unstudied floodplain. The stream and its tributary are also considered a Waters of the United States.

## 1.2 Design Criteria/Assumptions

This agreement is based upon the following details:

- a. No utility relocation is anticipated to be necessary to complete the project.
- b. No improvements are anticipated or included to the Fairview Drive, Brookside Avenue, and Algonquin Road structures. The survey of these structures will be obtained strictly for modeling purposes.
- c. Regulatory models of the stream are available through FEMA.
- d. All work will be completed on CLIENT owned property and/or CLIENT right-of-way. It is assumed that no easements or landowner agreements will need to be established to access the site or for the completion of the project.

## 2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

This project will include the design of the following items:

- Project Administration and Meetings
- Topographic Survey Services
- Environmental Services
- Contract Plans and Specifications
- Permit Applications
- Bidding Support
- Public Meeting
- Grant Application

### 2.1 Project Administration and Meetings

Project Administration and Coordination will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT and prospective contractors. Project coordination work will include:

1. Attendance at one kickoff meeting. Within 7 days of the Notice to Proceed, COMPANY will schedule and conduct a project kickoff meeting. COMPANY will prepare an agenda which shall include items pertaining to:

- Project schedule.
  - Roles and responsibilities of the parties.
  - Points of contacts.
  - Key milestones and deliverables,
  - Communication plan.
  - Discussion of items identified in project design considerations for determining project goals and objectives, design criteria, etc.
  - Other items as deemed necessary and requested by CLIENT
2. Attendance at one (1) coordination meeting to review the engineering and contract documents prior to the bid opening. It is anticipated that this meeting will take place after the submittal of the Preliminary plans to CLIENT. COMPANY will prepare a meeting agenda and sign-in sheet.
  3. COMPANY will prepare/distribute meeting minutes of all meetings attended which will detail the discussions of attendees along with the action required of the attendees.
  4. General correspondence between COMPANY and CLIENT as well as permitting agencies.
  5. The Project Manager will send CLIENT a weekly email update briefly discussing the work completed during that week and the work planned for the following week.

## 2.2 Topographic Survey

COMPANY will complete a creek survey which will include creek cross section survey of approximately 3,100 linear feet of Woods Creek and the tributary lying west will be surveyed for centerline, bottom of channel and top of channel only. The survey will be done specifically to inform the hydraulic modeling, geomorphic assessment, and the proposed ecological restoration design for the stream and riparian areas. The survey will include:

- The upstream and downstream face of the Fairview Drive, Brookside Avenue, and Algonquin Road structures.
- Ground shots along the stream centerline and tributary at approximately 15-20 foot intervals will be taken that are sufficient to generate 1-foot interval contours.
- Ground shots shall be taken from the top of the stream banks to the edge of the project boundary.
- Existing utilities will be surveyed from visible above ground evidence, flags or markings. Storm, sanitary sewer and watermain structures will be surveyed, including rim elevation, invert pipe size, direction and elevation as observed at unlocked manholes.
- The survey will include cross sections necessary for hydraulic modeling of the stream will be taken every 100' feet and more frequently along the Woods Creek mainstem's centerline (10'-15') to capture meanders, changes in channel material, spring and seep locations, and other features. Cross sections will extend 50 feet beyond the top of each bank or to the project boundary. Cross section measurements shall include bank slopes, bottom of stream channel and wetted width on both sides of the stream channel. Survey along the east/west tributary will include centerline points, bottom of channel and top of channel points only.

- Survey of the detention basins within the project limits will include ground surface elevations from the water's edge to approximately 50 feet beyond the water's edge. The basin bottom or depth will not be surveyed.
- Survey will reference Illinois State Plane Coordinate System East Zone NAD83(2011) and NAVD88 benchmarks drawing file compatible with AutoCAD Civil 3D DWG format with surface model (contours and TIN) via 3D drawing elements of LandXML.
- Ground control and elevations will be referenced to the nearest Village Survey Control Point.

COMPANY will generate an AutoCAD Civil 3D drawing of the existing features collected along the waterway, including one-foot contours, according to IDOT standards. COMPANY will provide an AutoCAD 2023 drawing with existing features and improvements within the project limits to be shown.

This task does not include:

- Plat of Dedication
- Plat of Easement
- Plat of Highways
- Boundary Survey
- Right of way survey
- Bathymetric survey of basins/ponds
- Tree survey – See Section 2.3 for additional information regarding a tree survey.
- 

## 2.3 Environmental Services

The following environmental services will be provided:

**2.3.a Wetland Delineation:** COMPANY will utilize sub-consultant, Baxter & Woodman Natural Resources, LLC (BWNR), to complete a wetland delineation of the project area. BWNR Ecologists will conduct a wetland delineation within the approximately 31 acre site in accordance with the U.S. Army Corps of Engineers (ACOE) 1987 Wetland Delineation and the Midwest Regional Supplement for Wetland Delineations. GPS points will be used to delineate the on-site wetland boundaries. Pink flags will not be placed as part of this work. As required by the ACOE, the delineation shall include an on-site investigation of vegetation, soils, and hydrology. In addition, the floristic quality index (FQI) will be calculated for each wetland encountered. Digital photographs of data points will be taken to assist in documenting existing site conditions. Adjacent off-site wetlands will also be identified and inspected, if possible, but not flagged.

BWNR will prepare a wetland delineation report in accordance with the ACOE's 1987 Wetland Delineation Manual and Midwest Regional Supplement. The report will include the following: a wetland delineation exhibit that shows all wetlands and data collection points within the project area, photos of representative data points locations, wetland and soils maps, ACOE data forms, and an evaluation of the quality of on-site wetlands based upon the Floristic Quality Index (FQI).

Note: the ACOE requires that field data be collected during the growing season (generally April 1-Oct 31). BWNR can complete the wetland delineation outside the growing season if requested



but may be required to return during the growing season to collect additional information. Time required to revisit the site to collect additional data will be billed on a T&M basis.

**2.3.b Tree Survey:** COMPANY will utilize sub-consultant (BWNR) to survey all desirable native trees only that are recommended to be preserved within the approximately 31 acre Woods Creek Reach 8 project area. It is assumed that all other trees and/or non-desirable trees will be removed as part of the proposed project. Each desirable tree will be tagged, assessed, and located using submeter GPS. The information will be tabulated in a Tree Inventory Table including tree tag #, species (common and scientific), DBH, condition, and general comments regarding quality. A tree preservation plan will be developed based on the survey findings. Only desirable trees will be surveyed, not all trees will be surveyed for DBH or quantity. It is assumed that tree removal will be identified on a per acre basis.

**2.3.c Stream & Riparian Area Assessment:** COMPANY and sub-consultant (BWNR) will use 1' topographic data (completed under Topographic Survey Task) and display it on a leaf-off color aerial photograph for use during a site visit. An Ecologist, Construction Manager, and Professional Engineer will meet onsite with CLIENT to determine the appropriate ecological restoration options along Woods Creek Reach 8 and adjacent riparian areas. COMPANY and BWNR will also record detailed notes and take photos related to the existing condition and proposed options. This information will be used to develop the preliminary and final design plans. During the assessment, storm sewer outfalls will be visited and the condition inspected. Recommended repairs to the existing storm sewer outfalls will be included in the contract plans.

**2.3.d Soils Testing:** COMPANY will utilize SUB-CONSULTANT (Rubino Engineering, Inc.) to complete up to three (3) soil borings on the site. It is assumed that the borings will be to a depth of ten (10) feet below existing grade. Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 10 feet.

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. SUB-CONSULTANT will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included. It should be noted that over time, some settlement may occur in the bore hole.

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Clean Construction Demolition Debris (CCDD) Testing (LPC 662) will be completed. SUB-CONSULTANT will obtain a "Potential Impacted Property" (PIP) evaluation of the area near the proposed site improvements. If PIP evaluation indicates no further testing is needed for form LPC-662, SUB-CONSULTANT will proceed with evaluating the composite soil samples for PH and complete the LPC 662 form for CCDD certification. If further testing is required needing additional samples and lab testing, it will be discussed with the CLIENT and a proposal will be prepared for additional sampling and testing.

## 2.4 Contract Plans and Specifications

COMPANY, will use sub-consultants BWNR and Indigo Ecological Design (Indigo). COMPANY, BWNR and Indigo will use information obtained from the ecological assessment to develop Preliminary and Final Design Plans. COMPANY will submit an electronic copy of the Preliminary Design Plans, Final Design Plans, and Bidding Documents to CLIENT for review and comment. COMPANY will submit for permits with the preliminary plans. Comments received from CLIENT and permitting agencies will be addressed prior to the completion of the final plans. The Final Design Plan will be stamped by an Illinois Licensed Engineer.

### 2.4.a Preliminary Design Phase – The following scope of services will be provided:

- **Document Preparation:** Prepare Preliminary Design Phase documents consisting of design criteria, preliminary drawings, outline of specifications, and written descriptions of the project. The project design and construction specifications will be in accordance with CLIENT requirements and standards; also IDOT and Illinois Urban Manual design standards and requirements. The plans shall include:
  - Cover
  - Standard notes and specifications
  - Quantities
  - Existing conditions
  - Tree preservation, tree removal and demolition plan
  - Proposed improvement plan (including proposed grading, Wood's Creek stream profile and alignments, and storm sewer outfall repairs)
  - Erosion Control Plan
  - Restoration Plan
  - Typical sections and details.
- **Technical Information:** Provide-technical criteria, written descriptions, and design data for use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; coordinate on behalf of the CLIENT in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities if required.
- **EOPCC:** Prepare and submit an Engineer's Opinion of Probable Construction Cost (EOPCC) based on preliminary design plans.
- **Furnish Review Copies:** COMPANY will provide electronic copies of the preliminary plans and EOPCC to CLIENT for review and comment.

### 2.4.b Final Design Plans and Bidding Documents – The following scope of services will be provided:

- **Document Preparation:** Final Drawings and Specifications which will meet the intent of the project. The plans shall include the items listed in the Preliminary Design Phase as well as:
  - Seed mixtures
  - Woods Creek Mainstem Cross Sections

- Woods Creek Mainstem profiles
- Details

COMPANY will provide special provisions for the specific pay items included in the project. COMPANY will utilize CLIENT's bidding document front end forms to prepare the bid package.

- **EOPCC:** Prepare and submit an EOPCC based on final design plans.
- **Furnish Review Copies:** COMPANY will provide electronic copies of the final plans and EOPCC to CLIENT for review and comment. Project special provisions and front end bidding documents will be included.

## 2.5 Permitting

COMPANY will prepare and submit an application for the following agencies:

- **Army Corps of Engineers (ACOE) Wetland and WOTUS Permitting:** Woods Creek is tributary to the Fox River which is a navigable waterway. From past experience working along this stream, it is known that the ACOE will take jurisdiction of this waterway and that permitting will occur through the Chicago District's Regulatory Program. It is anticipated that the proposed activity may qualify under the Nationwide Permit 27 "Aquatic Habitat Restoration, Establishment, and Enhancement", Nationwide Permit 33 "Temporary Construction, Access, and Dewatering" and Nationwide Permit 13 "Bank Stabilization". COMPANY will prepare a Nationwide Permit Application Packet and submit to the ACOE. If wetland impacts exceed the requirements of the nationwide permit program, threatened and endangered species surveys, or a wetland mitigation plan is required to permit the proposed activity the work shall be considered as extra, and require an amendment to the contract.
- **IDNR EcoCAT:** COMPANY will utilize the Illinois Department of Natural Resources (IDNR) online EcoCAT (**Ecological Compliance Assessment Tool**) to obtain a consultation regarding the potential impacts from the proposed activity on Illinois endangered and threatened species and sites listed on the Illinois Natural Areas Inventory. It is assumed that the consultation will be obtained without additional studies and/or field archeological or cultural resource surveys. Any additional studies for threatened or endangered species will be considered out of the scope of this contract and will require an addendum to this contract. The IDNR EcoCAT service requires a review fee. This review fee, based on the current fee schedule at the time of this proposal, is estimated to cost approximately \$127.00 and is included in this contract. Review fees, if different from estimated fees, will be the responsibility of the CLIENT.
- **McHenry-Lake County Soil and Water Conservation District (SWCD):** COMPANY will submit proposed plans for review and approval of the erosion control plans and best management practices through SWCD and is also required as part of permitting through the ACOE. The SWCD requires a review fee. This review fee, based on current fee schedule at the time of this proposal, is estimated to cost approximately \$4,700.00 based on a construction site of 30-39 acres of land disturbance (\$3,500), In stream work lasting

0-2 months (\$700) and a refundable pre-construction notification fee (\$500) and is included in this contract. Review fees, if different from estimated fees, will be the responsibility of the CLIENT.

- **IDNR Office of Water Resources (IDNR-OWR):** Woods Creek has a designed floodway and floodplain. Construction in floodway is under the jurisdiction of IDNR-OWR and hence a permit/authorization from IDNR-OWR will be required. COMPANY will initiate correspondence with IDNR-OWR to confirm the permit required determination. For the purposes of the scope, it is assumed that the proposed activity will be subject to the rules entitled Floodway Construction in Northeastern Illinois (Part 3708 Rules. It is assumed that a detailed hydraulic model of Woods Creek will be necessary for permitting as we may be proposing to relocate the channel. COMPANY will prepare a hydraulic model of the stream for the purposes of design and it may be required for the IDNR-OWR permit. It is assumed that a Letter of Map Revision (LOMR) is not required, however, a LOMR may be required based on the final project design but is not included in this contract. IDNR-OWR requires a review fee. This review fee, based on current fee schedule dated July 1, 2022 through June 30, 2023, is anticipated to be \$3,760.00 for review of construction activities in northeastern Illinois including channel modifications that the IDNR-OWR determines will require review of a hydrologic and/or hydraulic analysis to demonstrate compliance with IDNR-OWR standards. This fee is included in the cost of this contract. Review fees, if different from estimated fees, will be the responsibility of the CLIENT.
- **Village of Algonquin Stormwater Permit:** COMPANY will prepare a stormwater permit application in accordance with the Stormwater Ordinance. CLIENT is a certified community and hence CLIENT can issue a permit in accordance with the provisions of the Certified Community criteria of the Ordinance. No fee is anticipated for this review and no fees are included in this scope of services for a Village Stormwater Permit.
- **United States Fish and Wildlife Service (USFWS) Section 7 Review:** COMPANY will prepare a USFWS Section 7 review and coordinate with the USFWS for concurrence on the report. Any additional studies for threatened or endangered species will be considered out of the scope of this contract and will require an addendum to this contract.
- **IEPA NOI and Storm Water Pollution Prevention Plan:** COMPANY will prepare and submit a Notice of Intent and a Storm Water Pollution Prevention Plan for the project. The plans will be prepared to comply with the provisions of the Statewide NPDES Permit Number ILR10 for Storm Water Discharges from Construction Site Activities, and include a site description, planned controls, proposed maintenance practices, erosion control inspection procedures, application of non-storm water discharge measures, Contractor Certification Statement. COMPANY will prepare a Notice of Intent (NOI) for submittal to the Illinois Environmental Protection Agency (IEPA) for coverage under the ILR10 General NPDES Permit. CLIENT is an MS4 community and therefore the IEPA does not charge a fee for submitting an NOI under the ILR10.

COMPANY will apply for permits during the preliminary and final plan phases depending on which agency is being submitted to. COMPANY cannot guarantee the length of time a review agency will take to complete a review and cannot guarantee approval of any submittal. The fees estimated



above are based on the current fee schedule at the time of this proposal. Review fees, if different from estimated fees, will be the responsibility of the CLIENT.

## **2.6 Bidding Support**

It is understood that CLIENT will manage bidding for this project. CLIENT will advertise the project in accordance with State statutes and CLIENT ordinances. The project will be publicly advertised for a minimum of two weeks in the local newspaper and electronically at the CLIENT's discretion. The cost of publication in a newspaper is not included in this agreement.

COMPANY will assist CLIENT to respond to bidder's questions during the advertisement period and will assist in issuing up to one (1) addendum to the bid package. A plan holder's list will be maintained by the CLIENT.

COMPANY will assist the CLIENT in a public bid opening located at the CLIENT's facilities. A representative from COMPANY will conduct the bid opening and publicly read aloud the received bids.

## **2.7 Public Meeting**

One (1) public meeting is included in this agreement as requested by CLIENT. Support and attendance at a public meeting for residents and interested parties to attend and learn about the project will be held at a location provided by CLIENT. COMPANY will prepare up to two (2) informational exhibits and one (1) PowerPoint presentation to be displayed at the meeting. It is anticipated that the COMPANY's project manager and one other representative will attend the public meeting. COMPANY shall furnish a sign-in sheet for the meeting. It is anticipated that the public meeting will take place after the plans are completed, grants have been applied for and permits have been obtained.

## **2.8 Grant Application**

COMPANY will assist CLIENT in the preparation of one (1) Section 319 Grant application to the IEPA. COMPANY will prepare a concept exhibit of the improvements, perform pollutant load reduction calculations using the Spreadsheet Tool for Estimating Pollutant Load Reduction (STEPL), and prepare project narratives. The Section 319 Grant application uses the State of Illinois's AmpliFund site. COMPANY will provide CLIENT with supporting documents including the preliminary plans, project narratives, STEPL outputs and relevant exhibits. COMPANY will provide CLIENT with a Word Document itemizing the responses in the AmpliFund forms, CLIENT will be responsible for logging in under CLIENT's credentials and pasting responses into the form. COMPANY will be available for questions regarding the final submittal to the IEPA. Alternatively, CLIENT can grant COMPANY access to the AmpliFund site and COMPANY can complete the grant submittal.



**3.0 Deliverables and Schedules Included in this Agreement**

Plans will be developed to predetermined milestones for submittal to the CLIENT and regulatory agencies for review and approval. The Preliminary (60%) and Final (100%) plans will be submitted to the CLIENT and regulatory agencies for review and comment. For a project of this type, up to a maximum of two (2) submittals each for the preliminary and final plans will be made. The comments would then be incorporated into the plans and a disposition of comments submitted.

COMPANY will develop and assemble the contract specifications and documents for this project in accordance with CLIENT policies, procedures, and standards. The preliminary and final plans will be developed as described in Section 2.4 of this agreement.

COMPANY will provide CLIENT with the following deliverables:

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The following schedule is anticipated:

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Final Plans	January 2024	June 2024
Bidding Support	June 2024	July 2024

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

#### **4.0 Items not included in Agreement/Supplemental Services**

The following items are not included as part of this AGREEMENT:

1. Boundary Survey or Plat of Easements. Easements are not anticipated to be necessary for this project as the entire project area is within CLIENT owned property.
2. Topographic Survey, beyond specified in the scope of services
3. Appraisals and negotiations
4. Groundwater Study or Report
5. Archaeological and other Threatened & Endangered Species Surveys
6. Conditional Letter of Map Revision (CLOMR) / Letter of Map Revisions (LOMR)
7. Grant Management
8. Permits Fees except when specifically stated that a fee is included in the agreement.
9. Permit review fees exceeding those identified as included in the agreement.
10. Televising and/or pipe condition analysis
11. Newspaper publication fees
12. Construction oversight
13. Bid advertisement, bid tabulations

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

#### **5.0 Services by Others**

COMPANY proposes to use Baxter & Woodman Natural Resources, LLC (BWNR) as a sub-consultant. They will provide environmental services, assistance with design and permitting.

COMPANY proposes to use Indigo Ecological Design (Indigo) as a sub-consultant. They will provide CAD drafting and plan preparation services.

COMPANY proposes to use Rubino Engineering, Inc. (Rubino) as a sub-consultant. Rubino will assist with soil borings and CCDD certification.

#### **6.0 Client Responsibilities**

The following items shall be provided by the CLIENT:

- Request and provide GIS data, if applicable
- Copies of flooding history and flooding complaints, if available
- Copies of as-built and any major capital projects completed along Woods Creek including utility projects, culvert improvements and channel grading
- Provide review comments within 2 weeks of submittal of draft plans
- Signatures on permit application forms
- Meeting location at the Village's Public Works Building for in-person meetings
- Meeting location and schedule of Public Meeting including resident notifications.



**7.0 Professional Services Fee**

**7.1 Fees**

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as mileage, reproduction costs, mailings/postage, equipment rental fees and outside services will be charged in accordance with the rates current at the time the service is done.

**7.2 Invoices**

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

**7.3 Extra Services**

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

**7.4 Exclusion**

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

**7.5 Payment**

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$158,240.00.

Task	HRG Fee	Sub Consultants	Fees	Total Fee
Task 2.1 - Project Administration and Meetings	\$7,155.00	\$0.00	\$0.00	\$7,155.00
Task 2.2 - Topographic Survey	\$17,887.00	\$0.00	\$0.00	\$17,887.00
Task 2.3 - Environmental Services	\$6,609.00	\$22,500.00	\$0.00	\$29,109.00
Task 2.4 - Contract Plans and Specifications	\$23,478.00	\$40,000.00	\$0.00	\$63,478.00
Task 2.5 - Permit Clearing	\$14,132.00	\$4,000.00	\$8,587.00	\$26,719.00
Task 2.6 - Bidding Services	\$5,048.00	\$0.00	\$0.00	\$5,048.00
Task 2.7 - Public Meeting	\$1,838.00	\$500.00	\$0.00	\$2,338.00
Task 2.8 - Grant Application	\$6,006.00	\$500.00	\$0.00	\$6,506.00
Total	\$74,309.00	\$66,500.00	\$8,587.00	\$158,240.00





Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Logan Gilbertsen, P.E., CFM

Author Name

Approved by:

Printed/Typed Name: Ajay Jain, P.E., CFM

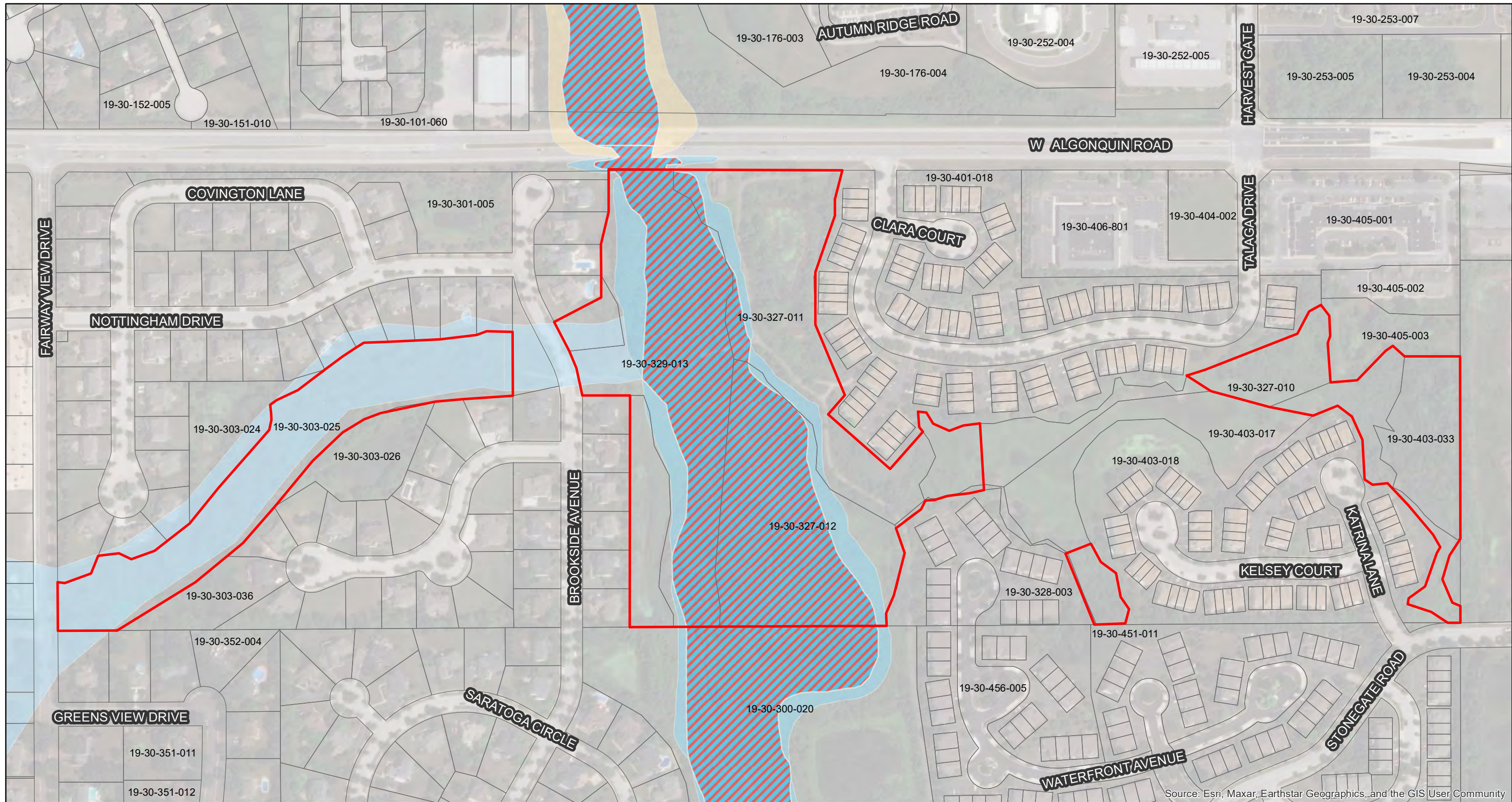
Title: Vice President Date: June 7, 2023

VILLAGE OF ALGONQUIN

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

Printed/Typed Name: \_\_\_\_\_

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



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

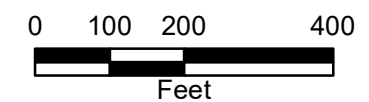
**Woods Creek Reach 8  
Project Location Map**

**Algonquin, McHenry County  
Illinois**

**Legend**

- Project Limits WCR8
- Parcels
- Floodplain Zone A (1% Chance)
- Floodplain Zone AE (1% Chance)
- Floodway
- Floodplain Zone AE (0.2% Chance)

Data Source:  
 Coordinate System: NAD 1983 2011 StatePlane Illinois East FIPS 1201 Ft US  
 Projection: Transverse Mercator  
 Datum: NAD 1983 2011  
 Units: Foot US





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

**– M E M O R A N D U M –**

DATE: June 20, 2023

TO: Tim Schloneger, Village Manager

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: *Design Engineering Services for the Souwanas Outfall Stabilization with HR Green*

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Attached is a copy of the proposal with HR Green, Inc. for design services for the Souwanas Outfall Stabilization in the amount of \$42,787.00.

Village staff responded to a call from the resident regarding erosion occurring on private property due to the outfall at the west end of Souwanas Trail that outlets to the Fox River. Based on the field inspection and conversations with the resident, the outfall has eroded several feet of land from the homeowner's property. Additionally, a number of vulnerable trees are on the brink of falling into the outfall due to erosion and poor stability of the surrounding soils. The outfall and bank are located within the village-owned Souwanas Trail right-of-way (ROW).

The proposed drainage improvements along Souwanas Trail as part of the federally funded roadway and underground project will carry additional flow from the street and parkway. The drainage profile will be converted from open drainage (ditch), the closed drainage (curb and gutter with inlets, manholes, etc.). A 24-inch pipe will connect to the existing 36-inch pipe that will outlet to the Souwanas outfall. The additional flow will likely accelerate the erosion of the bank and homeowner's property.

Staff has asked HR Green for a proposal to come up with a solution and complete the design to either pipe the drainage flow to the outfall, if feasible or reshape and stabilize the outfall. In order to avoid mobilizing equipment after the federally funded Souwanas Trail project, staff is proposing to perform this work concurrently. The construction is anticipated in spring 2024.

This project is unfunded but is being proposed as an emergency improvement as the outfall is within Village ROW. Staff feels a cost savings may be possible if approval to forego a formal bid process and utilize Benchmark Construction, the general contractor for the Souwanas and Schuett project. Available, unused funds from the High Hill Subdivision Improvements will be proposed to fund the design of this project.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of design services for the Souwanas Outfall Stabilization to HR Green, Inc. for \$42,787.00.



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

### **Souwanas Trail Outfall Stabilization Design and Permitting**

Ms. Michele Zimmerman – Assistant Public Works Director  
Village of Algonquin  
110 Meyer Drive  
Algonquin, IL 60102  
847.658.1230  
mzimmerman@algonquin.org

Logan Gilbertsen P.E., CFM – Project Manager  
HR Green, Inc.  
1391 Corporate Drive  
McHenry, IL 60050  
HR Green Project Number: 2302872

June 8, 2023

## **TABLE OF CONTENTS**

- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between Village of Algonquin (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

## 1.0 Project Understanding

### 1.1 General Understanding

In early 2023, CLIENT awarded a construction contract for improvements to Souwanas Trail from Winaki Trail east to Sandbloom Road. Under existing conditions, the road drainage discharges to an existing 36-inch diameter storm sewer west of the intersection of Souwanas Trail and Winaki Trail. After improvements are made along Souwanas Trail, the stormwater will discharge at the same location through an 42-inch equivalent elliptical outfall.

Downstream of the storm sewer outfall at Winaki Trail, the stormwater flows approximately 160 feet through an open channel until it discharges at the Fox River. The channel is contained mainly along the northern 30-feet of a Village owned right of way between Winaki Trail and the Fox River. The Village owned parcel is approximately 65 feet wide and 160 feet long. The parcel contains existing water main and sanitary utilities that run the length of the parcel, south of the outfall channel, until they head under the Fox River. The project location is outlined in red in Figure 1 below.

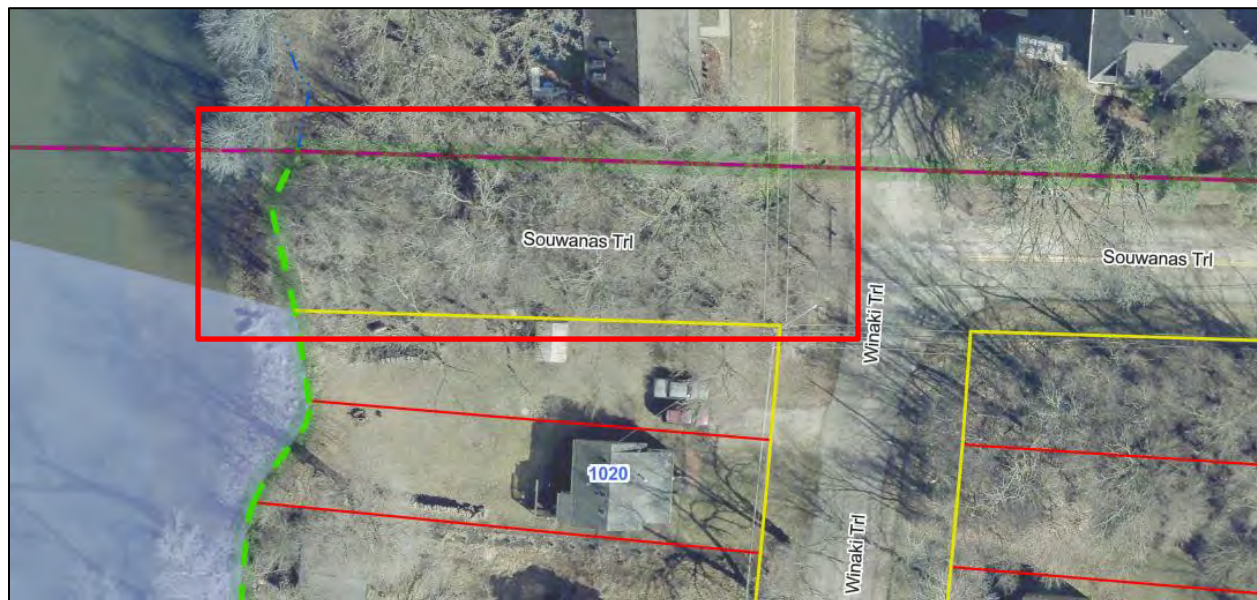


Figure 1: Souwanas Trail storm sewer outfall project location

The channel between Winaki Trail and the Fox River has experienced bank erosion and undercutting of the channel bed. The erosion has started to impact the adjacent property to the north. Some channel stabilization measures have been implemented along the northern streambank. Measures include landscaping fabric and stone laid along the eroded streambanks. These measures have proven relatively ineffective as the stone appears to have been insufficiently sized.

In reviewing the Souwanas Trail project, the Village identified that the channel and flow conditions between the outfall and the Fox River should be improved. The property owner to the north has indicated a willingness to provide a temporary construction easement to help stabilize the channel and relocate the outfall channel onto Village owned property.

The outfall of Souwanas Trail is located within regulatory Special Flood Hazard Area associated with the Fox River. It is designated as a Zone AE floodplain with floodway and is associated with FEMA FIRM 17111C03431, dated November 16, 2006. The Fox River is considered a Waters of the United States.

Much of the property is vegetated with trees. Desirable oaks and cottonwoods have been identified on the property and the understory is low quality small trees such as honeysuckle, buckthorn and box elder. The channel itself is considered to be wetlands and Waters of the U.S.

COMPANY will complete an alternative analysis of two (2) alternatives, prepare plans, specifications and permit applications for the preferred alternative for modifying the outfall to minimizing erosion.

## 1.2 Design Criteria/Assumptions

This agreement is based upon the following details:

- a. Prior surveys, plans, concepts and documents relating to the project area will be available for review.
- b. No utility relocation is anticipated to be necessary to complete the project.
- c. Regulatory models of the Fox River are available through FEMA but are not anticipated to be needed to complete this project. The Flood Insurance Study (FIS) will be referenced for the various flood elevations associated with the Fox River.
- d. All work will not be completed on CLIENT owned property and/or CLIENT right-of-way and/or within a temporary construction easement on adjacent property. A temporary construction easement or landowner agreements will need to be established on the property to the north to access the channel and for the completion of the project.

## 2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

This project will include the design of the following items:

- Project Administration and Meetings
- Topographic Survey Services
- Environmental Services
- Contract Plans and Specifications
- Permit Applications
- Bidding Support

## 2.1 Project Administration and Meetings

Project Administration and Coordination will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT and prospective contractors. Project coordination work will include:

1. Attendance at one virtual kickoff meeting. Within 7 days of the Notice to Proceed, COMPANY will schedule and conduct a virtual project kickoff meeting. COMPANY will prepare an agenda which shall include items pertaining to:
  - Project schedule.
  - Roles and responsibilities of the parties.
  - Points of contacts.
  - Key milestones and deliverables;
  - Communication plan.
  - Discussion of items identified in project design considerations for determining project goals and objectives, design criteria, etc.
  - Other items as deemed necessary and requested by CLIENT
2. Attendance at one coordination meeting to review the engineering and contract documents prior to the bid opening. It is anticipated that this meeting will take place after the submittal of the Preliminary plans to CLIENT. COMPANY will prepare a meeting agenda and sign-in sheet.
3. COMPANY will prepare/distribute meeting minutes of all meetings attended which will detail the discussions of attendees along with the action required of the attendees.
4. General correspondence between COMPANY and CLIENT as well as permitting agencies.
5. The Project Manager will send CLIENT a weekly email update briefly discussing the work completed during that week and the work planned for the following week.

## 2.2 Topographic Survey

The following survey services will be provided:

**2.2.a Topographic Survey:** COMPANY will complete a site survey which will include channel cross section survey of approximately 150 linear feet of the outfall channel. The survey will be done specifically to inform the geomorphic assessment and the proposed ecological restoration design for the stream and riparian areas. The survey will include:

- The Souwanas storm structure outfall.
- Ground shots will be taken that are sufficient to generate 1-foot interval contours.
- The survey will include ground shots along the channel centerline approximately every 15-20 feet.
- Ground shots shall be taken from the top of the stream banks to the edge of the project boundary.



- Existing utilities will be surveyed from visible above ground evidence, flags or markings. Storm, sanitary sewer and watermain structures will be surveyed, including rim elevation, invert pipe size, direction and elevation as observed at unlocked manholes.
- The survey will capture meanders, changes in channel material and other features. Cross sections will extend 50 feet beyond the top of each bank or to the project boundary. Cross section measurements shall include bank slopes, bottom of stream channel and wetted width on both sides of the stream channel.
- Survey will reference Illinois State Plane Coordinate System East Zone NAD83(2011) and NAVD88 benchmarks drawing file compatible with AutoCAD Civil 3D DWG format with surface model (contours and TIN) via 3D drawing elements of LandXML.
- Ground control and elevations will be referenced to the nearest Village Survey Control Point.

COMPANY will generate an AutoCAD Civil 3D drawing of the existing features collected along the waterway according to IDOT standards. One (1) foot contours will be generated with the elevations referenced to NAVD88 (U.S. Survey Feet). COMPANY will provide an AutoCAD 2019 drawing with existing features and improvements within the project limits to be shown.

#### **2.2.b Easement Exhibits and Legal Descriptions**

Boundary Survey will include parcels lying adjacent to the stream within the project limits for purposes of establishing the proposed temporary easements. Improvements lying within the interior of the surveyed lands will not be located. Parcel corners not found will not be replaced. COMPANY will prepare an easement exhibit and legal description for up to one (1) parcels within the project limits according to the legal description shown in the recorded deed for each parcel and proposed temporary easement. COMPANY will provide a PDF version of the exhibit and legal description to be incorporated into the easement agreement prepared by CLIENT.

This task does not include:

- Plat of Dedication
- Plat of Highways
- Right of way survey
- Bathymetric survey of the River
- Tree survey – See Section 2.3 for additional information regarding a tree survey.

## 2.3 Environmental Services

The following environmental services will be provided:

**2.3.a Wetland Delineation:** COMPANY will utilize sub-consultant, Baxter & Woodman Natural Resources, LLC (BWNR), to complete a wetland delineation of the project area. BWNR Ecologists will conduct a wetland delineation within the approximately 6 acre site in accordance with the U.S. Army Corps of Engineers (ACOE) 1987 Wetland Delineation and the Midwest Regional Supplement for Wetland Delineations. GPS points will be used to delineate the on-site wetland boundaries. Pink flags will not be placed as part of this work. As required by the ACOE, the delineation shall include an on-site investigation of vegetation, soils, and hydrology. In addition, the floristic quality index (FQI) will be calculated for each wetland encountered. Digital photographs of data points will be taken to assist in documenting existing site conditions. Adjacent off-site wetlands will also be identified and inspected, if possible, but not flagged.

BWNR will prepare a wetland delineation report in accordance with the ACOE's 1987 Wetland Delineation Manual and Midwest Regional Supplement. The report will include the following: a wetland delineation exhibit that shows all wetlands and data collection points within the project area, photos of representative data points locations, wetland and soils maps, ACOE data forms, and an evaluation of the quality of on-site wetlands based upon the Floristic Quality Index (FQI).

Note: the ACOE requires that field data be collected during the growing season (generally April 1-Oct 31). BWNR can complete the wetland delineation outside the growing season if requested but may be required to return during the growing season to collect additional information. Time required to revisit the site to collect additional data will be billed on a T&M basis.

**2.3.b Tree Survey:** COMPANY will utilize sub-consultant (BWNR) to survey all desirable native trees only that are recommended to be preserved within the approximately 0.31 acre project area. It is assumed that all other trees and/or non-desirable trees will be removed as part of the proposed project. Each desirable tree will be tagged, assessed, and located using submeter GPS. The information will be tabulated in a Tree Inventory Table including tree tag #, species (common and scientific), DBH, condition, and general comments regarding quality. A tree preservation plan will be developed based on the survey findings. Only desirable trees will be surveyed, not all trees will be surveyed for DBH or quantity. It is assumed that tree removal will be identified on a per acre basis.

## 2.4 Alternative Analysis, Contract Plans and Specifications

**2.4.a Alternative Analysis:** COMPANY will complete an alternative analysis for up to two (2) methods of stabilizing the outfall. It is assumed that the two alternatives will include:

- Maintaining all storm sewer flows within the existing channel, stabilizing the existing channel alignment and installing a floodplain bench on the southern bank of the channel.
- Maintaining the downstream channel for a restricted low flow to maintain the existing channel's wetland characteristics and diverting high flows into a pipes system directly to the River.

COMPANY will review the constructability of each alternative and prepare an exhibit for each alternative to present to CLIENT. Once a preferred alternative is chosen, at the direction of CLIENT, COMPANY will prepare construction documents for the preferred alternative.

**2.4.b Preliminary Design Phase** – The following scope of services will be provided:

- **Document Preparation:** Prepare Preliminary Design Phase documents consisting of design criteria, preliminary drawings, outline of specifications, and written descriptions of the project. The project design and construction specifications will be in accordance with CLIENT requirements and standards; also IDOT and Illinois Urban Manual design standards and requirements. The plans shall include:
  - Cover
  - Standard notes and specifications
  - Quantities
  - Existing conditions
  - Tree preservation, tree removal and demolition plan
  - Proposed improvement plan (including proposed grading, Souwanas Outfall Channel stream profile and alignments)
  - Erosion Control Plan
  - Restoration Plan
  - Typical sections and details.
- **Technical Information:** Provide technical criteria, written descriptions, and design data for use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; coordinate on behalf of the CLIENT in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities if required.
- **EOPCC:** Prepare and submit an Engineer's Opinion of Probable Construction Cost (EOPCC) based on preliminary design plans.
- **Furnish Review Copies:** COMPANY will provide electronic copies of the preliminary plans and EOPCC to CLIENT for review and comment.

**2.4.c Final Design Plans and Bidding Documents** – The following scope of services will be provided:

- **Document Preparation:** Final Drawings and Specifications which will meet the intent of the project. The plans shall include the items listed in the Preliminary Design Phase as well as:
  - Seed mixtures
  - Souwanas Outfall Channel Cross Sections
  - Details

COMPANY will provide special provisions for the specific pay items included in the project. COMPANY will utilize CLIENT's bidding document front end forms to prepare the bid package.

- **EOPCC:** Prepare and submit an EOPCC based on final design plans.
- **Furnish Review Copies:** COMPANY will provide electronic copies of the final plans and EOPCC to CLIENT for review and comment. Project special provisions and front end bidding documents will be included.

## 2.5 Permitting

COMPANY will prepare and submit an application for the following agencies:

- **Army Corps of Engineers (ACOE) Wetland and WOTUS Permitting:** Souwanas Outfall Channel is tributary to the Fox River which is a navigable waterway. From past experience, it is known that the ACOE will take jurisdiction of this waterway and that permitting will occur through the Chicago District's Regulatory Program. It is anticipated that the proposed activity may qualify under the Nationwide Permit 33 "Temporary Construction, Access, and Dewatering" and Nationwide Permit 13 "Bank Stabilization". COMPANY will prepare a Nationwide Permit Application Packet and submit to the ACOE. If wetland impacts exceed the requirements of the nationwide permit program, threatened and endangered species surveys, or a wetland mitigation plan is required to permit the proposed activity the work shall be considered as extra, and require an amendment to the contract.
- **IDNR EcoCAT:** COMPANY will utilize the Illinois Department of Natural Resources (IDNR) online EcoCAT (**Ecological Compliance Assessment Tool**) to obtain a consultation regarding the potential impacts from the proposed activity on Illinois endangered and threatened species and sites listed on the Illinois Natural Areas Inventory. It is assumed that the consultation will be obtained without additional studies and/or field archeological or cultural resource surveys. Any additional studies for threatened or endangered species will be considered out of the scope of this contract and will require an addendum to this contract. The IDNR EcoCAT service requires a review fee. This review fee, based on current fee schedule at the time of this proposal, is estimated to cost approximately \$127.00 and is included in this contract. Review fees, if different from estimated fees, will be the responsibility of the CLIENT.
- **McHenry-Lake County Soil and Water Conservation District (SWCD):** COMPANY will submit proposed plans for review and approval of the erosion control plans and best management practices through SWCD and is also required as part of permitting through the ACOE. The SWCD requires a review fee. This review fee, based on current fee schedule at the time of this proposal, is estimated to cost approximately \$2,190 based on a construction site of 0-4 acres of land disturbance of land disturbance (\$990), In stream work lasting 0-2 months (\$700) and a refundable pre-construction notification fee (\$500) and is included in this contract. Review fees, if different from estimated fees, will be the responsibility of the CLIENT.
- **IDNR Office of Water Resources (IDNR-OWR):** The Souwanas Outfall Channel has a designed floodway and floodplain associated with the Fox River. Construction in floodway is under the jurisdiction of IDNR-OWR and hence a permit/authorization from IDNR-OWR will be required if work is proposed within the floodway. For the purposes of the scope,

it is assumed that that work within the floodway will be in compliance with the 3708 Rules, Regional Permit #3. COMPANY will prepare a memo of compliance for the file. A Letter of Map Revision (LOMR) is not anticipated to be necessary for this project.

- **Village of Algonquin Stormwater Permit:** COMPANY will prepare a stormwater permit application in accordance with the Stormwater Ordinance. CLIENT is a certified community and hence CLIENT can issue a permit in accordance with the provisions of the Certified Community criteria of the Ordinance. No fee is anticipated for this review and no fees are included in this scope of services for a Village Stormwater Permit.
- **United States Fish and Wildlife Service (USFWS) Section 7 Review:** COMPANY will prepare a USFWS Section 7 review and coordinate with the USFWS for concurrence on the report. Any additional studies for threatened or endangered species will be considered out of the scope of this contract and will require an addendum to this contract.
- **IEPA NOI and Storm Water Pollution Prevention Plan:** The site is less than one acre in area and therefore a NOI and SWPP submittal to the IEPA is not required.

COMPANY will apply for permits during the preliminary and final plan phases depending on which agency is being submitted to. COMPANY cannot guarantee the length of time a review agency will take to complete a review and cannot guarantee approval of any submittal. The fees estimated above are based on current fee schedule at the time of this proposal. Review fees, if different from estimated fees, will be the responsibility of the CLIENT.

## 2.6 Bidding Support

It is understood that CLIENT will manage bidding for this project. CLIENT will advertise the project in accordance with State statutes and CLIENT ordinances. The project will be publicly advertised for a minimum of two weeks in the local newspaper and electronically at the CLIENT's discretion. The cost of publication in a newspaper is not included in this agreement.

COMPANY will assist CLIENT to respond to bidder's questions during the advertisement period and will assist in issuing up to one (1) addendum to the bid package. A plan holder's list will be maintained by the CLIENT.

COMPANY will assist the CLIENT in a public bid opening located at the CLIENT's facilities. A representative from COMPANY will conduct the bid opening and publicly read aloud the received bids.

## 2.7 Public Meeting

A public meeting is not included in this agreement as requested by CLIENT. Support and attendance at a public meeting for residents and interested parties to attend and learn about the project can be provided for an additional fee.



**3.0 Deliverables and Schedules Included in this Agreement**

Plans will be developed to predetermined milestones for submittal to the COMPANY for review and approval. For a project of this type two (2) submittals preliminary and final would be made. The Preliminary (60%) and Final (100%) plans would be submitted to the CLIENT for review and comment. The comments would then be incorporated into the plans and a disposition of comments submitted.

COMPANY will develop and assemble the contract specifications and documents for this project in accordance with CLIENT policies, procedures, and standards. The preliminary and final plans will be developed as described in Section 2.4 of this agreement.

COMPANY will provide CLIENT with the following deliverables:

- Electronic copy survey data, wetland delineation report and tree survey
- Electronic copies of preliminary and final plans and specifications
- Copies of all applied for permit applications and approvals pending receipt

<b>Task</b>	<b>Start Date</b>	<b>End Date</b>
Project Management	June 2023	December 2023
Topographic Survey	June 2023	July 2023
Environmental Studies	June 2023	July 2023
Preliminary Contract Plans	July 2023	August 2023
Permit Clearing	August 2023	November 2023
Final Plans	September 2023	November 2023
Bidding Support	December 2023	March 2024

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

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The following items are not included as part of this AGREEMENT:

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#### 14. Public meeting

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

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COMPANY proposes to use Baxter & Woodman Natural Resources, LLC (BWNR) as a sub-consultant. They will provide wetland delineation and tree survey services.

### 6.0 Client Responsibilities

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- Request and provide GIS data, if applicable
- Copies of flooding history and flooding complaints, if available
- Copies of as-built and any major capital projects completed along Souwanas Outfall Channel including utility projects, culvert improvements and channel grading
- Provide review comments within 2 weeks of submittal of draft plans
- Signatures on permit application forms
- Meeting location at the Village's Public Works Building for in-person meetings

### 7.0 Professional Services Fee

#### 7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as mileage, reproduction costs, mailings/postage, equipment rental fees and outside services will be charged in accordance with the rates current at the time the service is done.

#### 7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

#### 7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.



7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$42,787.00.

Task	HRG Fee	Sub Consultants	Fees	Total Fee
Task 2.1 - Project Administration and Meetings	\$3,612.00	\$0.00	\$0.00	\$3,612.00
Task 2.2 - Topographic Survey	\$5,117.00	\$0.00	\$0.00	\$5,117.00
Task 2.3 - Environmental Services	\$3,477.00	\$4,200.00	\$0.00	\$7,677.00
Task 2.4 - Contract Plans and Specifications	\$17,628.00	\$0.00	\$0.00	\$17,628.00
Task 2.5 - Permit Clearing	\$4,170.00	\$0.00	\$2,387.00	\$6,557.00
Task 2.6 - Bidding Services	\$2,196.00	\$0.00	\$0.00	\$2,196.00
Total	\$36,200.00	\$4,200.00	\$2,387.00	\$42,787.00





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

**– M E M O R A N D U M –**

DATE: June 20, 2023

TO: Tim Schloneger, Village Manager

FROM: Clifton Ganek, P.E., Village Engineer

SUBJECT: *Amendment Agreement to the On-Site Construction Observation Services for the Trails of Woods Creek Development*

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Attached is a proposal to amend an agreement to perform construction observation of on-site development improvements within the Trails of Woods Creek Subdivision Development in the amount of \$51,500.00.

On September 15, 2020, an agreement was executed between the Christopher B. Burke Engineering, LTD. (CBBEL) and the Village of Algonquin for on-site construction observation of site development activities, including public improvements per the approved Trails of Woods Creek Development plans in the amount of \$295,166.00. As development continues and revisions to Phase 2 of the subdivision development have occurred, CBBEL is submitting the attached amendment.

CBBEL will be compensated through the provided Escrow account from Pulte Homes for the services proposed. These funds will be replenished at the request of Village staff, as needed.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of design services for the Souwanas Outfall Stabilization to HR Green, Inc. for \$51,500.00.

**Consulting Engineering**  
**Master Agreement Work Order Form**

**I. Incorporation of Master Agreement**

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

**II. Project Understanding**

**A. General Understanding/Assumptions**

CBBEL understands that the Village would like CBBEL to continue to provide on-site construction observation of site development activities, including all Public Improvements as shown on the approved Engineering Plans for the Trails of Woods Creek Development.

**III. Scope of Services**

**A. Engineering Services**

CBBEL will continue to provide the services below to the Village:

▪ **Construction Inspection:**

1. Construction Observation – As-Needed / Required Observation and Assistance to Village Staff assigned to the project.
  - Develop and distribute regular Project Notifications (letters to impacted residents, businesses, schools, refuse and delivery companies, etcetera).
  - Construction Observation of Contractor Work to assist the Village observing improvements are constructed with minimal impact on the public and in general accordance with the project specifications; CBBEL shall keep the Village informed of the progress of the work, and advise the Village of all observed deficiencies of the work and disapprove all work failing to conform to the approved engineering plans.
  - Answering of questions and resolving issues and concerns from impacted property owners.
  - Enforcement of Storm-water Pollution Prevention Plan (SWPPP) to ensure compliance with IEPA NPDES Permit.
2. Materials QA
  - Performance of Quality Assurance Material Testing in conformance with Village requirements for QC/QA Material Testing.
  - CBBEL will utilize Rubino Engineering, Inc. for the material testing portions of this contract. Rubino will provide Quality Assurance (QA) testing as outlined

by IDOT's Bureau of Material and Physical Research, and further described in the Construction Manual.

- The Resident Engineer provided by CBBEL will be familiar with the frequency of QA testing as required by IDOT as outlined in their Project Procedures Guide. The Resident Engineer will coordinate the QA material testing and review all required reports submitted by both the contractor's QC sub-contractor and Rubino for compliance with the project specifications.

3. Closeout

- Develop and ensure completion of "Punch List."
- Assist the Village with a Warranty review to identify and direct Contractor to address any issues that arise during warranty period.
- Verify all necessary material inspection has been received and documented.

**B. Meetings/Coordination**

As needed basis.

**C. Services by Others**

As needed basis.

**D. Not included in Work Order**

N/A

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

In this amended agreement, CBBEL is requesting additional compensation for inspection services. The original Consulting Engineering Master Agreement Work Order Form was executed by the Village on September 15, 2020 in the amount of \$295,166.00. It has been estimated that an additional not-to-exceed fee of \$51,500.00 be requested. We will bill you on a time and materials basis at the rates specified on the attached Standard Charges for Professional Services.

VILLAGE OF ALGONQUIN

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

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

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

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

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

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

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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Principal.....	210
Engineer VI.....	200
Engineer V.....	185
Engineer IV.....	155
Engineer III.....	135
Engineer I/II.....	110
Survey V.....	179
Survey IV.....	174
Survey III.....	173
Survey II.....	143
Survey I.....	108
Engineering Technician V.....	173
Engineering Technician IV.....	138
Engineering Technician III.....	120
Engineering Technician I/II.....	100
CAD Manager.....	184
CAD II.....	135
GIS Specialist III.....	146
GIS Specialist I/II.....	94
Landscape Architect.....	166
Landscape Designer I/II.....	94
Environmental Resource Specialist V.....	169
Environmental Resource Specialist IV.....	146
Environmental Resource Specialist III.....	110
Environmental Resource Specialist II.....	90
Environmental Resource Technician.....	114
Administrative.....	105
Engineering Intern.....	49

Updated March 29, 2022





# Village of Algonquin

Police Department



-MEMORANDUM-

DATE: June 15, 2023  
TO: Tim Schloneger, Village Manager  
FROM: Dennis Walker, Chief of Police  
SUBJECT: Resolution for Road Closure: Founders Days

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Attached is the Resolution for Road Closure required by the State of Illinois in order to close a section of IL Route 62 for the Founders Parade on Saturday, July 22, 2023. This resolution, after it has been passed by the Board, signed by the Village President and attested to by the Village Clerk is returned to the Police Department. We will forward it to the Illinois Department of Transportation to obtain their written permission for this road closure.

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

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

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

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

**NOW THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Algonquin, that permission to close the eastbound lanes of traffic on Illinois Route 62 from Eastgate Dr to Main Street with traffic on Illinois Route 62 reduced to one way in each direction using the westbound lanes of traffic from 10:00 a.m. to 2:00 p.m. on Saturday, July 22, 2023, be requested of the Department.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

(Seal)

Attest:

Approved:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Village President