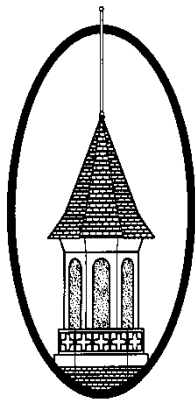


COMMITTEE OF THE WHOLE
July 11, 2023
VILLAGE BOARD ROOM
2200 HARNISH DRIVE, ALGONQUIN
7:30 P.M.

Trustee Glogowski – Chairperson
Trustee Dianis
Trustee Smith
Trustee Brehmer
Trustee Auger
Trustee Spella
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 License for Art on the Fox, September 9 and 10, 2023
 - B. Consider Major Planned Development Amendment and Special Use for Open-Air Dining at Prestwicke Plaza
- 4. General Administration**
 - A. Consider an Amendment to the T-Mobile USA tower, LLC Site Agreement
- 5. Public Works & Safety**
 - A. Consider a Resolution Authorizing the Acceptance of a Donation of Real Property from Algonquin Corporate Campus, Phase III Owners' Association to the Village of Algonquin
 - B. Consider a Professional Service Agreement with Synagro Central LLC. for the Load, Transport and Land Application of Biosolids
 - C. Consider an Agreement with Trotter and Associates, Inc., for Design Engineering Services of Aerator and Roof Replacement of Water Treatment Plants 1 and 2
 - D. Consider an Agreement with Encap, Inc. for the Naturalization of the Wynnfield Detention Basin and Consider Resolution Accepting the Grant Funds
- 6. Executive Session** (if needed)
- 7. Other Business**
- 8. Adjournment**



Village of Algonquin

The Gem of the Fox River Valley

DATE: July 11, 2023

TO: Committee of the Whole

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

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

The Village of Algonquin is seeking approval of a Public Event License for the Art on the Fox art festival that will take place in downtown Algonquin on September 9 and 10, 2023. This event is being put on by the Village of Algonquin and is being organized by Amdur Productions, Inc. The Art on the Fox is a free public cultural event that features original art of all medias and also live music. The Art on the Fox last occurred in 2022 on South Main Street (event was previously held in Towne Park)

This year, the festival is planned to take place on South Main Street between Algonquin Road and Madison Street. Police and Fire have given preliminary approval of the event map and Public Works has preliminarily approved the street closure. The Art on the Fox will have two 8x8 platform stages with live music from 10 am – 7 pm on September 9, 2023 and 10 am – 5 pm on September 10, 2023. One of the stages will be located near the north end of Main Street near Algonquin Road and the other stage will be located at the south end of Main Street at Madison Street. Along with the platform stages, approximately 85 artist booths are planned to be located along Main Street.

The village is not planning to serve liquor as part of the art festival. Instead, the village plans to utilize a pending new liquor policy that would permit downtown restaurants to sell alcohol for consumption off-premises, within an enclosed area. This policy would allow attendees to patronize downtown businesses who have a valid liquor license to purchase alcoholic beverage and then walk through the art festival with their food and beverage. If a current liquor license holder wishes to serve outside of their establishment they will need to obtain a Special Use Permit from the State of Illinois and need approval from the Village Board.

Staff recommends the Village Board approve the Public Event Permit for Art on the Fox for September 9 and 10, 2023, waiving the serving and consumption of alcohol restrictions, within the designated area, for certain permitted licensees including Bold American Fare, Whiskey and Wine, Cucina Bella, Creekside Tap, Bullseye, Cattleman's Burgers and Brew, Sips on Main (tentative upon state and local liquor license renewal), Garden on Main, Bella Pizzeria, and The Black Bear Bistro. It will be the responsibility of the current liquor license holder to apply to the State of Illinois for the Special Use Permit.

To prove that customers have been carded, businesses will provide wristbands when the customer purchases alcohol. The wristband will be one color (Yellow) with Art on the Fox logo. If any of the businesses wish to sell outside of their licensed area, they will need to obtain a Special Event Permit from the State of Illinois. The festival may also include food vendors that would sell products different from those offered by downtown restaurants.

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

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



Village of Algonquin
PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION

In order for the Village of Algonquin to assist you with your Public Event, please fill out the information below and return to the Gauck 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: Art on the Fox

Sponsoring Organization:

Name: Village of Algonquin Contact Name: Jason Shellcross, Director Community Development
 Address: 2200 Harnish Drive
 City, State, ZIP: Algonquin, Illinois
 Phone: 847-658-2700 Email: jasonshellcross@algonquin.org

Event Coordinator:

Name: Amdur Productions, Inc. Amy Amdur
 Home Address: P.O. Box 550
 City, State, ZIP: Highland Park, IL 60135
 Phone: [REDACTED] Email: [REDACTED]

Event Information:

Describe the Nature of the Event: Art on the Fox is a free outdoor event featuring original art of all media,

live music, food and beverages provided by the downtown businesses. The event is family friendly and will bring people from

near and far to the downtown.

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

This year the event will feature 85 vendors as opposed to 60 vendors in 2021.

Event Address: South Main Street, from Rt. 62 to Madison Street 16:00 a.m. - 7:00 p.m.

Date(s) and Time(s) of the Event: September 10 and 11, 2022, 10:00 am to 5:00 p.m. 9/10/2023

Rain Date(s), if applicable: NA

Set-Up Date/Time: 2:00 a.m. on September 10, 2022 9/2023

Maximum Number of Attendees/Participants Expected: 5,000 estimated attendance over the weekend

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

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

Event Website: www.amdurproductions.com

Event Details:

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: Amdur productions professional staff will be on site during the set up, event hours and tear down of the event. Overnight

Amdur will coordinate security to serve as our eyes and ears during the night time hours. Overnight security will be directed to

call 911 in case of an emergency

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: Artist parking will be in the funeral home parking lot, and in Towne Park, if accessible.

The Village has secured St. Johns Church parking lot for additional parking during the event. All traffic will be directed

off of the by-pass, at South Main Street and to take Railroad Street and Madison Street.

Will there be a need for road closures? Yes No If Yes, please explain: South Main Street will be closed at 2:00 a.m. on Saturday, September 10, 2022 and will be reopened on Sunday evening, September 10, 2023 by 9:00 p.m.

Are you requesting Algonquin Police Officer(s) presence? Yes No If Yes, to perform what function? Last year we had a police officer on site. We would anticipate the same level of service as provided in 2021.

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

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

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

We will also be using signage on Rt. 31 to direct people to exit on South Main Street.

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: _____

There will be two stages of entertainment within the footprint of the festival area.

Music will be from 10:00 a.m. to 5:00 p.m. both days.

7:00p.m on September 9, 2023 &
10:00a.m to 5:00p.m. on
September 10, 2023

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.): _____

The Village will need to have a dumpster placed in the ASD parking lot, along with 10 portable toilets and hand washing station. PW will need to assist with a water truck

to fill water barrels for the tents. We will need to work with PW on the location for the electrical hook ups for the entertainment and artist request.

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): Amy Amdur, Amdur Productions

On-site contact's cell number: [REDACTED]

On-site contact's work number: [REDACTED]

On-site contact's home number: _____

Affidavit of Applicant:

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(e), 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.

Signature of Applicant

Date

Printed Name of Applicant

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]

 [Signature]

Date: _____

ART ON THE FOX

ALGONQUIN



	Artist Booths
	Restrooms
	Fest Sponsor
	Cupcakes
	Live Music
	Food

Fox River





Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	July 11, 2023
<u>SUBMITTED BY:</u>	Jason C. Shallcross, AICP Patrick M. Knapp, AICP
<u>DEPARTMENT:</u>	Community Development Department
<u>SUBJECT:</u>	Approval of a Major Planned Development Amendment and Special Use for Open-Air Dining at Prestwicke Plaza

ACTION REQUESTED:

Joseph Condo, the “Petitioner” and owner of Iron Horse Bar and Grill located in Prestwicke Plaza, applied for a Major Amendment to Ordinances 2003-O-07 and 2003-O-35 and approval of a Special Use for Open Air Dining.

The Petitioner is proposing to construct a five hundred and seventy-six (576) square foot outdoor patio in the courtyard immediately west of the Iron Horse Bar & Grill. The patio will be surrounded by the existing building on the east side, four-foot (4’) black aluminum fencing on the west and north sides, and a board-on-board cedar fence on the south. The Petitioner will provide a variety of shrubs and a dwarf tree on the north side of the patio for screening as well as six-foot (6’) tall minimum evergreen trees and switch grass on the south side of the cedar fence to aid with noise absorption.

BOARD/COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the request for a Major Planned Development Amendment and Special Use Permit at the June 12, 2023, Planning and Zoning Commission Meeting.

During the Public Hearing, four (4) members of the public commented on the project. Topics of discussion generally included concern with existing and future noise levels, trash and cleanliness, and the potential for animals to be attracted to the food on the patio. After discussion amongst themselves regarding the residents’ concerns, the Planning and Zoning Commission chose to not adopt Staff’s findings and recommended denial of the request with a vote of 6-0; stating that they concurred with the public commenters and found that the addition of the patio may negatively impact the adjacent residents.

RECOMMENDATION:

Staff recommends approval of a Major Amendment to Ordinances 2003-O-07 (*An Ordinance Approving the Preliminary Planned Development For The Prestwicke Plaza Shopping Center and Granting Final Planned Development Approval For 35,118 Square Feet of Commercial Building Space*) and 2003-O-35 (*An Ordinance Issuing A Special Use Permit And Approving A Final Planned Development For A 3,168 Square Foot Retail Building With A Drive-Through Window (Prestwicke Plaza - Building C)*) and a Special Use for Open Air Dining in the courtyard immediately west of the Iron Horse Bar & Grill located at 3967 West Algonquin Road, as outlined in the staff report for case PZ-2023-13, as the request meets the Standards and Findings of a Special Use Permit, subject to the following conditions and final staff approval:

- a. The Site Plan titled, “Proposed Outdoor Patio for Iron Horse Bar & Grill, Sheet A1.1”, as prepared by Architects 127, with the latest revision date of April 18, 2023. The Site Plan shall be revised to show the board-on-board cedar fence spanning the entire width of the courtyard and going from the ground to the eaves of the buildings. If an egress door is included in the cedar fence, it shall complement the cedar fence and the existing building;
- b. The Landscape Plan titled, “Iron Horse Grill”, as prepared by All Natural Landscape Solutions, and submitted to Staff on May 24, 2023. Six-foot (6’) evergreen trees shall be added to the landscape plan on the south side of the cedar fence. The patio and fence shall be shifted north to accommodate a seven-foot (7’) wide landscape area to allow for proper tree growth;
- c. The fencing on the north and west side of the patio shall be a black aluminum fence and be at least thirty-six inches (36”) tall;
- d. The noise level shall not exceed the permitted decibel level of the Village Code. There shall be no outdoor televisions;
- e. The use of the patio shall cease at 10:00 pm.

ATTACHMENTS:

- Exhibit A. Planning & Zoning Staff Report for Case No. PZ-2023-13
- Exhibit B. June 12, 2023, DRAFT Planning & Zoning Commission Minutes
- Exhibit C. Legal Description of the Property
- Exhibit D. Plat of Survey
- Exhibit E. Site Plan titled, “Proposed Outdoor Patio for Iron Horse Bar & Grill, Sheet A1.1”
- Exhibit F. Landscape Plan titled, “Iron Horse Grill”
- Exhibit G. Ordinance 2003-O-07
- Exhibit H. Ordinance 2003-O-35



STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Jason C. Shallcross, AICP
Director of Community Development

Patrick M. Knapp, AICP
Senior Planner

CASE NUMBER:	PZ-2023-13
MEMO DATE:	June 1, 2023
PUBLIC HEARING DATE:	June 12, 2023
PROPERTY ADDRESS/LOCATION:	3903-3989 West Algonquin Road
APPLICANT/PROPERTY OWNER:	Joseph Condo, Iron Horse Bar & Grill / Prestwicke LLC

Summary of Request

Joseph Condo, the “Petitioner” and tenant of Prestwicke Plaza, applied for a Major Amendment to Ordinances 2003-O-07 and 2003-O-35 and approval of a Special Use for Open Air Dining for Iron Horse Bar & Grill located at 3967 West Algonquin Road.

Staff supports the Petitioner’s request as the proposal meets the findings and satisfies the long-term goals of the Village’s Comprehensive Plan and Future Land Use Map.

Location



Zoning/Future Land Use



Existing Zoning	Existing Land Use/Improvements	Surrounding Zoning Land Use	Property Size
B-1 Limited Retail Incorporated	Commercial	North: R-3 LITH Residential East: R-1A Residential South: R-1A Residential West: B-2 General Retail	4.8 ac

Staff Recommendation Summary

Approve

Deny

Approve with Conditions

Discussion of Staff Recommendation

Background of Prestwicke Plaza

Prestwicke Plaza was approved in 2003 through Ordinances 2003-O-07 (*An Ordinance Approving the Preliminary Planned Development For The Prestwicke Plaza Shopping Center and Granting Final Planned Development Approval For 35,118 Square Feet of Commercial Building Space*) and 2003-O-35 (*An Ordinance Issuing A Special Use Permit And Approving A Final Planned Development For A 3,168 Square Foot Retail Building With A Drive-Through Window (Prestwicke Plaza - Building C)*).

The Request

Amendment to the Planned Development

The Petitioner is amending the existing Planned Development Ordinances 2003-O-07 and 2003-O-35 through the modification of the approved site and landscape plans, as well as the addition of a Special Use.

Special Use for Open-Air Dining

The Petitioner will be constructing a five hundred and seventy-six (576) square foot outdoor patio in the courtyard immediately west of the Iron Horse Bar & Grill between Buildings A and B. The patio will be constructed with pavers and will be accessed from the interior of the building directly through a new door on the west wall of the Iron Horse restaurant. The patio will be surrounded by the existing building on the east side, four-foot (4') black aluminum fencing on the east and north side, and a board-on-board cedar fence on the south side. The cedar fence will be constructed between the ground and the eaves of the building to reduce the amount of noise that could travel to the residential neighborhood to the south. Emergency egress will be provided through a locking swing gate to the north.

The Petitioner will provide a variety of shrubs and a dwarf tree on the north side of the patio for screening and they are proposing to plant switch grass on the south side of the cedar fence. Staff is requesting that the Petitioner also plant min six-foot (6') tall evergreen trees in addition to the switch grass.

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 will be recorded. If at any time the patio is removed or there is evidence of a clear intent on the part of the owner and/or tenant to abandon any portion of this Special Use, this Special Use Permit shall be terminated.

Standards & Findings

The Planning and Zoning Commission shall review the Standards & Findings of Fact (Section 21.11.E & 21.12.E.3 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.

Staff Recommendation

Staff recommends approval of a Major Amendment to Ordinances 2003-O-07 (*An Ordinance Approving the Preliminary Planned Development For The Prestwicke Plaza Shopping Center and Granting Final Planned Development Approval For 35,118 Square Feet of Commercial Building Space*) and 2003-O-35 (*An Ordinance Issuing A Special Use Permit And Approving A Final Planned Development For A 3,168 Square Foot Retail Building With A Drive-Through Window (Prestwicke Plaza - Building C)*) and a Special Use for Open Air Dining in the courtyard immediately west of the Iron Horse Bar & Grill located at 3967 West Algonquin Road, 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 Major Amendment to Ordinances 2003-O-07 and 2003-O-35 to permit Open Air Dining, as outlined in the staff report for case PZ-2023-13, subject to the following conditions and final staff approval:
 - a. The Site Plan titled, “Proposed Outdoor Patio for Iron Horse Bar & Grill, Sheet A1.1”, as prepared by Architects 127, with the latest revision date of April 18, 2023. The Site Plan shall be revised to show the board-on-board cedar fence spanning the entire width of the courtyard and going from the ground to the eaves of the buildings. If an egress door is included in the cedar fence, it shall complement the cedar fence and the existing building;
 - b. The Landscape Plan titled, “Iron Horse Grill”, as prepared by All Natural Landscape Solutions, and submitted to Staff on May 24, 2023. Six-foot (6’) evergreen trees shall be added to the landscape plan on the south side of the cedar fence. The patio and fence shall be shifted north to accommodate a seven-foot (7’) wide landscape area to allow for proper tree growth;
 - c. The fencing on the north and west side of the patio shall be a black aluminum fence and be at least thirty-six inches (36”) tall;
 - d. The noise level shall not exceed the permitted decibel level of the Village Code. There shall be no outdoor televisions;
 - e. The use of the patio shall cease at 10:00 pm.

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

I concur:



Jason C. Shallcross, AICP
Director of Community Development

Attachments:

- Exhibit A. Standards & Findings of Fact for a Planned Development and Special Use
- Exhibit B. Plat of Survey
- Exhibit C. Site Plan titled, “Proposed Outdoor Patio for Iron Horse Bar & Grill, Sheet A1.1”
- Exhibit D. Landscape Plan titled, “Iron Horse Grill”
- Exhibit E. Ordinance 2003-O-07 (An Ordinance Approving the Preliminary Planned Development For The Prestwicke Plaza Shopping Center and Granting Final Planned Development Approval For 35,118 Square Feet of Commercial Building Space)
- Exhibit F. Ordinance 2003-O-35 (An Ordinance Issuing A Special Use Permit And Approving A Final Planned Development For A 3,168 Square Foot Retail Building With A Drive-Through Window (Prestwicke Plaza - Building C))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: Iron Horse Bar and Grill is looking to be an asset to the community not a nuisance, we will add a sound damping wall with evergreen bushes to quell all patio noise. Per our landscape design we will have a garden in the front of the patio adding curb appeal. Outdoor music will be a single speaker set to constant comfortable volume according to village noise ordinances. This garden is a nice peaceful, beautiful extension of our brand for the community to enjoy during our short patio season.

Staff Response: The proposed amendment to the Planned Development to allow the outdoor patio and Special Use for open-air dining conforms to the bulk requirements and permitted uses in the B-2 Zoning District. The proposed area for outdoor dining will be screened from the residential to the rear by a cedar fence and therefore

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.

Special Use Standards – Section 21.12.E.3 of the Algonquin Zoning Ordinance provides that a Special Use shall conform to the following requirements:

- a. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
- b. That such use will not, under the circumstances of the particular case, 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;
- c. That the proposed use will comply with the regulations and conditions specified in this Chapter for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board.

Petitioner Response: Iron Horse Bar and Grill is looking to be an asset to the community not a nuisance, we will add a sound damping wall with evergreen bushes to quell all patio noise. Per our landscape design we will have a garden in the front of the patio adding curb appeal. Outdoor music will be a single speaker set to constant comfortable volume according to village noise ordinances. This garden is a nice peaceful, beautiful extension of our brand for the community to enjoy during our short patio season.

Staff Response: Open-air dining contributes to the guest experience and increases the character of the business and thus the general welfare of the entire commercial center. The proposed area for outdoor dining will be screened from the existing residential uses to the rear by a cedar fence and landscaping and therefore 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. The outdoor dining area will be reviewed through a permit process and shall conform to all Village Codes.



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

Senior Planner Patrick Knapp 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

Chair Patrician asked for a motion. 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

Senior Planner Patrick Knapp 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 of 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.

Commissioner Laipert asked about capacity. The Petitioner and Staff stated that capacity would be determined by building and fire codes.

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

Brett Kuster of 18 Walbridge Court stated that he has no issues with the restaurant, but that he does not want the noise. Mr. Kuster has lived behind the restaurant for twenty-six (26) years and stated that it is very noisy until 1:00 am. Mr. Kuster then stated that adding additional people outside will make it louder and felt that it will lower the property values. Mr. Kuster then asked the Commission to deny the Petitioner's Request.

Chair Patrician asked how far the patio would be from the rear lot line and it was estimated at twenty-five feet (25'). The Chair then asked the Petitioner if there are any police issues and the Petitioner stated that there are no issues.

Leslie Kuster of 18 Walbridge Court added to Mr. Kuster's testimony that it is currently loud, especially when the back door opens. Ms. Kuster then stated that they have had to reinsulate their house due to the noise and that they have concerns about animals that are currently attracted to the trash enclosures and will be attracted to the patio.

Dina Alzeer of 201 Summerdale Lane stated that she respects that the Petitioner wants to build a patio, but there are existing issues already. Ms. Alzeer stated that she has to collect garbage and there is a lot of noise coming from the commercial center at night.

Maral Panossian of 16 Walbridge Court stated that she lives directly behind the Petitioner's restaurant and stated that there is a lot of noise when the trash bags are drug on the ground. The Petitioner stated that his restaurant does not do this at night but in the morning. Ms. Panossian continued to state that there is a lot of noise from the restaurant's patrons. Ms. Alzeer also stated that this approval will lower their property values.

Chair Patrician closed the Public Comment portion of the Public Hearing

Commissioner Kennealy asked if a noise study has ever been required. Staff stated that a noise study has not ever been required. Commissioner Kennealy asked about Public Notice requirements and if Public Comment is solicited. Staff stated that residents are welcome to view the Request ahead of time and provide written comments at that time. Commissioner Kennealy also stated that he feels that this area will become an echo chamber.

Commissioner Neuhalfen stated to the Petitioner that it is unfortunate that his bar is this close to residential. The Petitioner stated that his bar has always been courteous to neighbors and that he also lives in the adjacent neighborhood. The Petitioner stated that he also does want

the patio at that location, but this is the location where the landlord would allow him to have the patio. Mr. Neuhalfen then stated that what he has to consider is the welfare of the community.

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 noise complaints 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.

Chair Patrician asked for a motion. 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.

Senior Planner Patrick Knapp 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

Chair Patrician asked for a motion. 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:

Patrick Knapp, Senior Planner

Figure 1: Location Map w/ Public Comment Residences



LEGAL DESCRIPTION

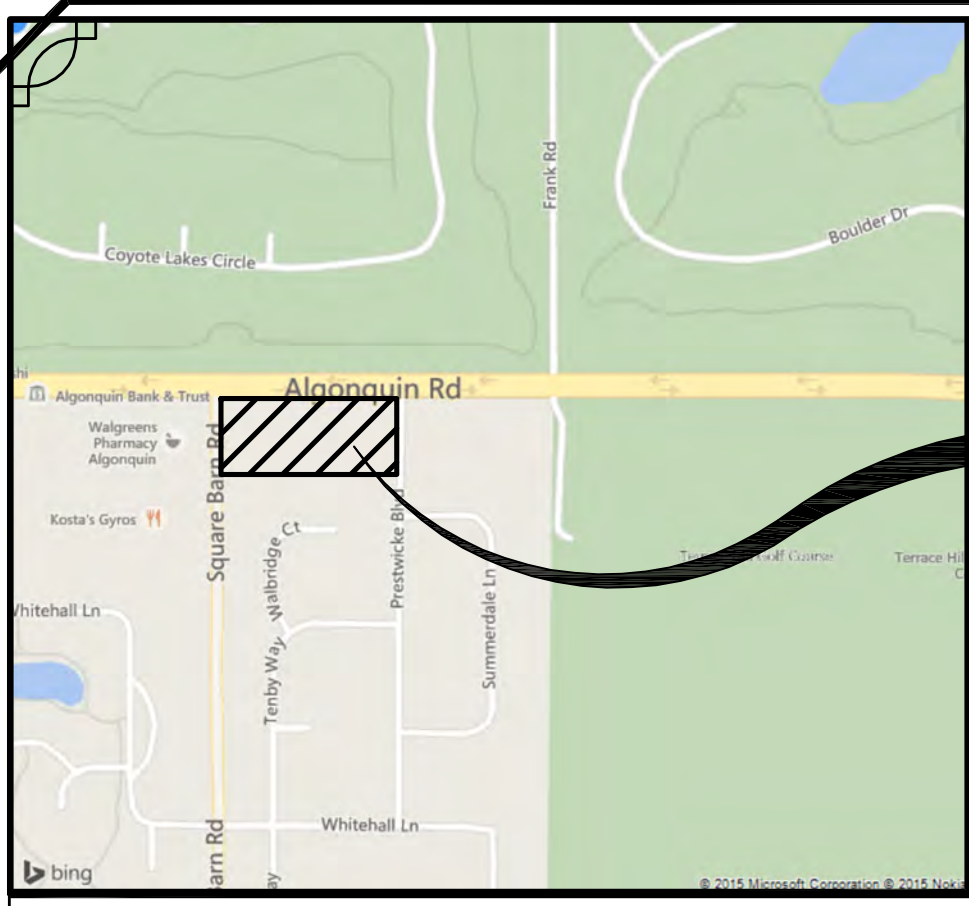
PRESTWICKE PLAZA

18-25-36-001

LOT 138 IN PRESTWICKE PHASE 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 26, 1996 AS DOCUMENT NO. 96R60068, IN MCHENRY COUNTY, ILLINOIS.

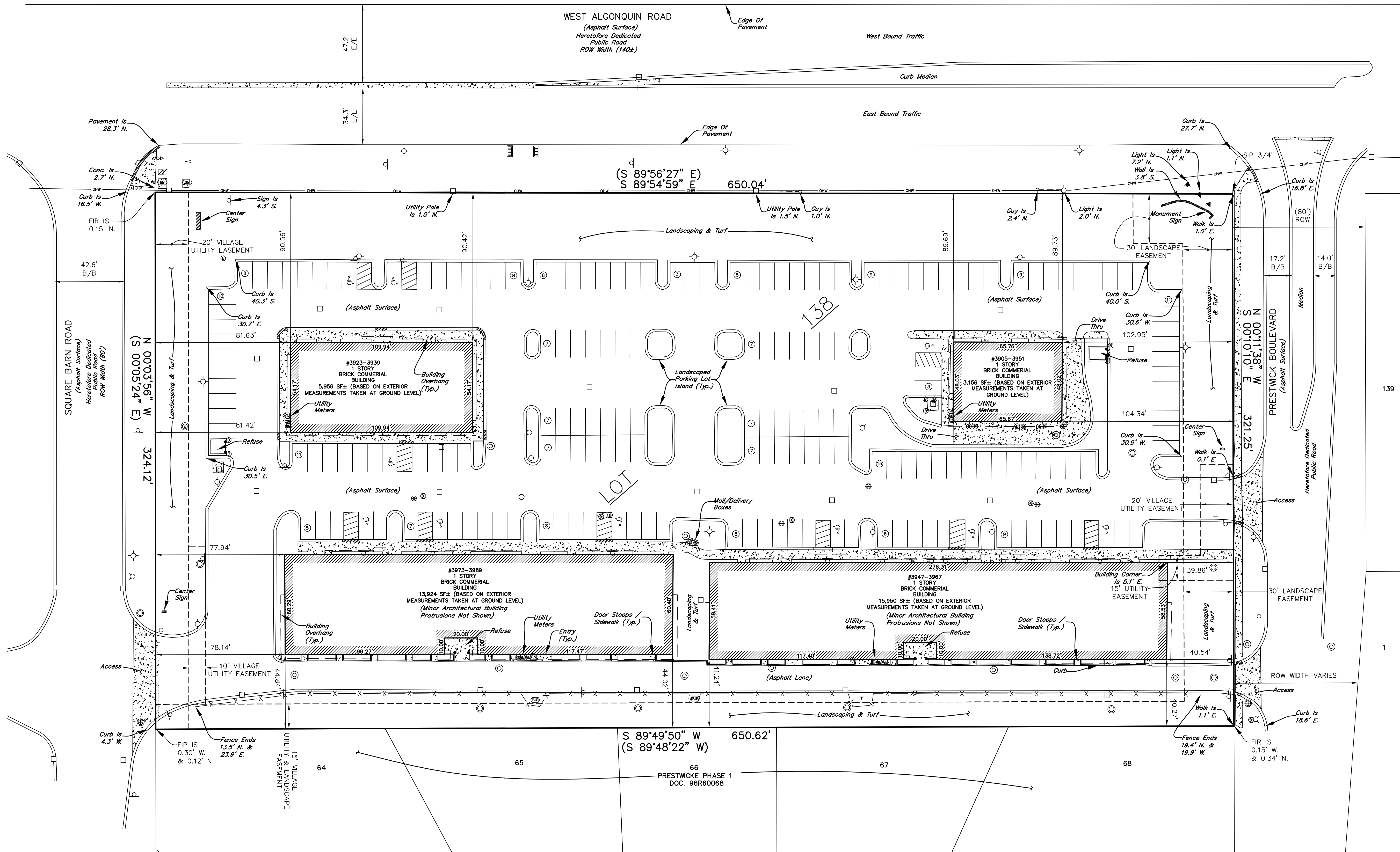
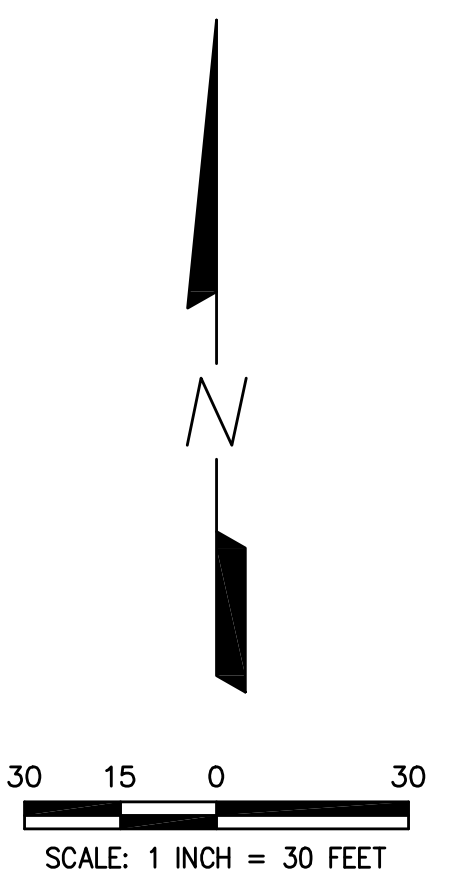
A.L.T.A./A.C.S.M. LAND TITLE SURVEY

3905 - 3989 WEST ALGONQUIN ROAD,
ALGONQUIN, IL 60102



VICINITY MAP

SITE
LOCATION



- LINE LEGEND**
- PROPERTY LINE (Heavy Solid Line)
 - ADJACENT PROPERTY LINE OR RIGHT-OF-WAY LINE (Light Solid Line)
 - BUILDING LINE (Long Dashed Lines)
 - - - EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Lines)
 - - - CENTERLINE (Single Dashed Lines)
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- LEGEND**
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 - GATE POST
 - ⊙ SLOPE BOX
 - ▭ CONCRETE SURFACE
 - OVERHEAD WIRES
 - FENCE
 - DEPRESSED CURB
 - B/B BACK TO BACK
 - E/E EDGE TO EDGE

SURVEYOR'S NOTES

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION, AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
2. COMPARE THE DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND REPORT ANY DIFFERENCE IMMEDIATELY.
3. BUILDING LINES ARE SHOWN ONLY WHERE THEY ARE SO RECORDED ON THE MAPS. REFER TO YOUR DEED OR ABSTRACT FOR ADDITIONAL ZONING RESTRICTIONS.
4. THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE AND IMPRESSED SEAL.
5. EASEMENTS AND SERVITUDES SHOWN HEREON ARE BASED UPON A TITLE COMMITMENT ISSUED BY GREATER CHICAGO TITLE COMPANY IDENTIFIED AS NUMBER 60001061 WITH AN EFFECTIVE DATE OF MARCH 29, 2015.
6. THE MEASURED BEARINGS SHOWN HEREON ARE ASSUMED.
7. DIMENSIONS ALONG CURVES ARE ARC DISTANCES.
8. MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
9. DIMENSIONS ENCLOSED IN () INDICATE RECORD OR DEED DATA. ALL OTHER DIMENSIONS ARE MEASURED.
10. FIP = FOUND IRON PIPE (Ø AS SHOWN)
FIR = FOUND IRON ROD
SIP = SET IRON PIPE (Ø AS SHOWN)
11. BASED ON REVIEW OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP PANEL NO. 17111C0336J WITH AN EFFECTIVE DATE OF NOVEMBER 16, 2006, IT IS OUR OPINION THAT NO PART OF THE PROPERTY DESCRIBED HEREON FALLS WITHIN A SPECIAL HAZARD ZONE (NO SHADING) AS DESIGNATED AND DEFINED BY F.E.M.A.
12. PARCEL CONTAINS 4.81 ACRES, MORE OR LESS.
13. THE NUMBER OF STRIPED STANDARD PARKING SPACES ON LOT 138 IS 178 PLUS 10 HANDICAP = TOTAL OF 188 SPACES.

NOTES ON SCHEDULE "B" SURVEY RELATED TITLE EXCEPTIONS

11. COVENANTS AND RESTRICTIONS CONTAINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 96R63283; EASEMENT REFERENCED THEREIN PLOTTED. OTHER PARTICULARS OF DOCUMENT DO NOT APPLY.
13. LANDSCAPE EASEMENT ALONG THE EAST 30 FEET AND THE NORTH 30 FEET OF THE EAST 60 FEET OF THE LAND AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT 96R60068; PLOTTED.
14. VILLAGE UTILITY EASEMENT ALONG THE WEST 20 FEET, THE EAST 10 FEET OF THE WEST 30 FEET OF THE SOUTH 110 FEET, THE EAST 20 FEET OF THE NORTH 70 FEET OF THE SOUTH 155 FEET AND THE WEST 25 FEET OF THE EAST 45 FEET OF THE NORTH 15 FEET OF THE SOUTH 100 FEET OF THE LAND AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT 96R60068; PLOTTED.
15. LANDSCAPE EASEMENT AND VILLAGE UTILITY EASEMENT ALONG THE SOUTH 15 FEET OF THE LAND AS SHOWN ON THE PLAT OF SUBDIVISION; RECORDED AS DOCUMENT 96R60068; PLOTTED.
16. DRAINAGE DITCHES, LATERALS, FEEDERS, DRAINAGE TILES OR OTHER DRAINAGE EASEMENT RIGHTS, IF ANY; VISIBLE STORM STRUCTURES PLOTTED.

**ZONING AND SETBACK DATA
(INFORMATION PROVIDED BY CLIENT)**

THE PROPERTY AT 3901-3939 WEST ALGONQUIN ROAD IN ALGONQUIN (PIN 18-25-326-001) AND KNOWN AS PRESTWICK PLAZA, IS ZONED B-1 BUSINESS, PUD. IT IS PART OF A PLANNED DEVELOPMENT KNOWN AS PRESTWICK SUBDIVISION.

THERE ARE FOUR SPECIAL USE PERMITS THAT HAVE BEEN ISSUED TO THE PROPERTY, ONE FOR A DRIVE-THROUGH FACILITY IN BUILDING "C" AND THREE FOR OTHER MEDICAL OFFICES LOCATED IN THE DEVELOPMENT.

THE ZONING IS SUBJECT TO THE TERMS OF THE ANNEXATION AGREEMENT AND THE PLANNED DEVELOPMENT APPROVED BY ORDINANCES 96-0-50, 96-0-52, 2003-0-17, 2003-0-35, 2005-0-01, 2006-0-65, AND 2009-0-34, AS WELL AS THE ALGONQUIN ZONING ORDINANCE AND OTHER APPLICABLE CODES AND ORDINANCES OF THE VILLAGE OF ALGONQUIN.

BULK DATA

LOT SIZE: N/A
SETBACKS: FRONT = 30'
REAR = 20'
SIDE = 0'
SIDE ABUTTING RESIDENTIAL = 10'
HEIGHT: 35', STORIES = 3

NOTE: PUD MAY ALTER SETBACKS, LOT SIZE, AND BULK LIMIT, SEE SPECIFIC PUD REQUIREMENTS.

PARCEL DESCRIPTION

LOT 138 IN PRESTWICK PHASE 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 26, 1996 AS DOCUMENT NO. 96R60068, IN MCHEMERY COUNTY, ILLINOIS.

SURVEYOR'S CERTIFICATE

TO: PRESTWICK LLC, AN ILLINOIS LIMITED LIABILITY COMPANY
THE NORTHERN TRUST COMPANY
MONTY TITLING TRUST 1, A DELAWARE STATUTORY TRUST
GREATER ILLINOIS TITLE COMPANY
CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7a, 7b, 8, 9 AND 11a OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 15, 2015.

DATE OF PLAT OR MAP: MAY 27, 2015

PETER A. BLAESER
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2016
PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184-002937
EXPIRES APRIL 30, 2017

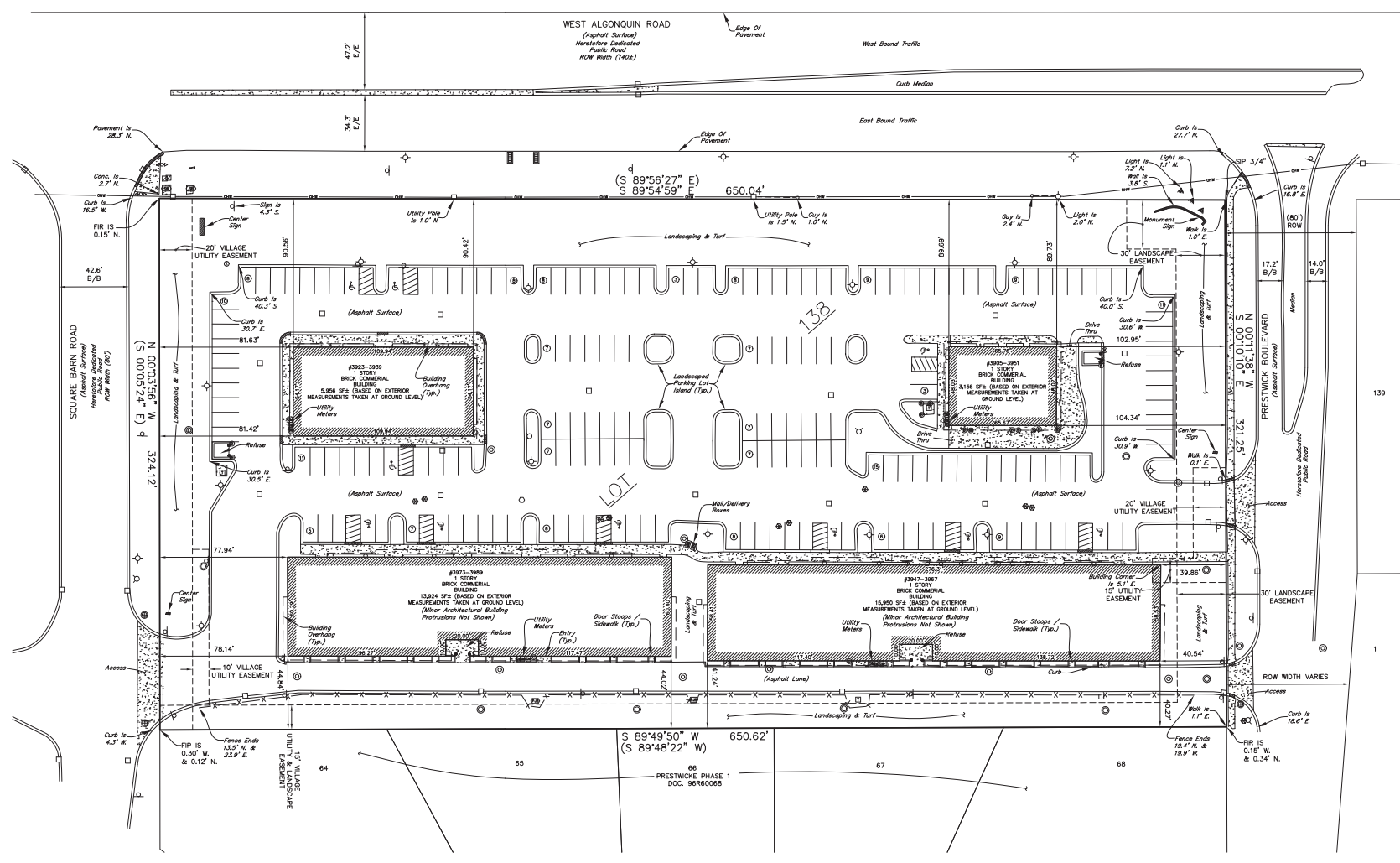
PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 904124 FILE NAME: ALTA
DRAWN BY: TL FLD. BK. / PG. NO.: D49
COMPLETION DATE: 4-22-15 JOB NO.: 904.124
PROJECT REFERENCE:
REVISIONS: 5-13-15/TL ADDITIONAL TABLE "A" ITEMS
REQUESTED
REVISED 5-27-15/TL ADD ENTITIES TO CERT.
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A.L.T.A./A.C.S.M. LAND TITLE SURVEY

**3905 - 3989 WEST ALGONQUIN ROAD,
ALGONQUIN, IL 60102**



- LINE LEGEND**
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13. LANDSCAPE EASEMENT ALONG THE EAST 30 FEET AND THE NORTH 30 FEET OF THE EAST 60 FEET OF THE LAND AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT 96860668; ELOTTED.
14. VILLAGE UTILITY EASEMENT ALONG THE WEST 20 FEET, THE EAST 10 FEET OF THE WEST 30 FEET OF THE SOUTH 110 FEET, THE EAST 20 FEET OF THE NORTH 70 FEET OF THE SOUTH 155 FEET AND THE WEST 25 FEET OF THE EAST 45 FEET OF THE NORTH 15 FEET OF THE SOUTH 100 FEET OF THE LAND AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT 96860668; ELOTTED.
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**ZONING AND SETBACK DATA
(INFORMATION PROVIDED BY CLIENT)**

THE PROPERTY AT 3901-3939 WEST ALGONQUIN ROAD IN ALGONQUIN (PIN 18-25-328-001) AND KNOWN AS PRESTWICK PLAZA, IS ZONED B-1 BUSINESS, PUD. IT IS PART OF A PLANNED DEVELOPMENT KNOWN AS PRESTWICK SUBDIVISION.

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BULK DATA

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REAR = 20'
SIDE ABUTTING RESIDENTIAL = 10'
HEIGHT: 35, STORES= 3

NOTE: PUD MAY ALTER SETBACKS, LOT SIZE, AND BULK LIMIT, SEE SPECIFIC PUD REQUIREMENTS.

PARCEL DESCRIPTION

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SURVEYOR'S CERTIFICATE

TO: PRESTWICK LLC, AN ILLINOIS LIMITED LIABILITY COMPANY
THE NORTHERN TRUST COMPANY
MONTY TILING TRUST 1, A DELAWARE STATUTORY TRUST
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DATE OF PLAT OR MAP: MAY 27, 2015

PETER A. BLAESER
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MY REGISTRATION EXPIRES ON NOVEMBER 30, 2018
PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184-002937
EXPIRES APRIL 30, 2017

PREPARED BY:

CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9875 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 904124 FILE NAME: ALTA
DRAWN BY: TL FLD. BK. / FC. NO.: D49
COMPLETION DATE: 4-22-15 JOB NO.: 904.124
PROJECT REFERENCE:
REVISIONS: 5-13-15/TL ADDITIONAL TABLE "A" ITEMS REQUESTED
REVISED 5-27-15/TL ADD ENTITIES TO CERT.

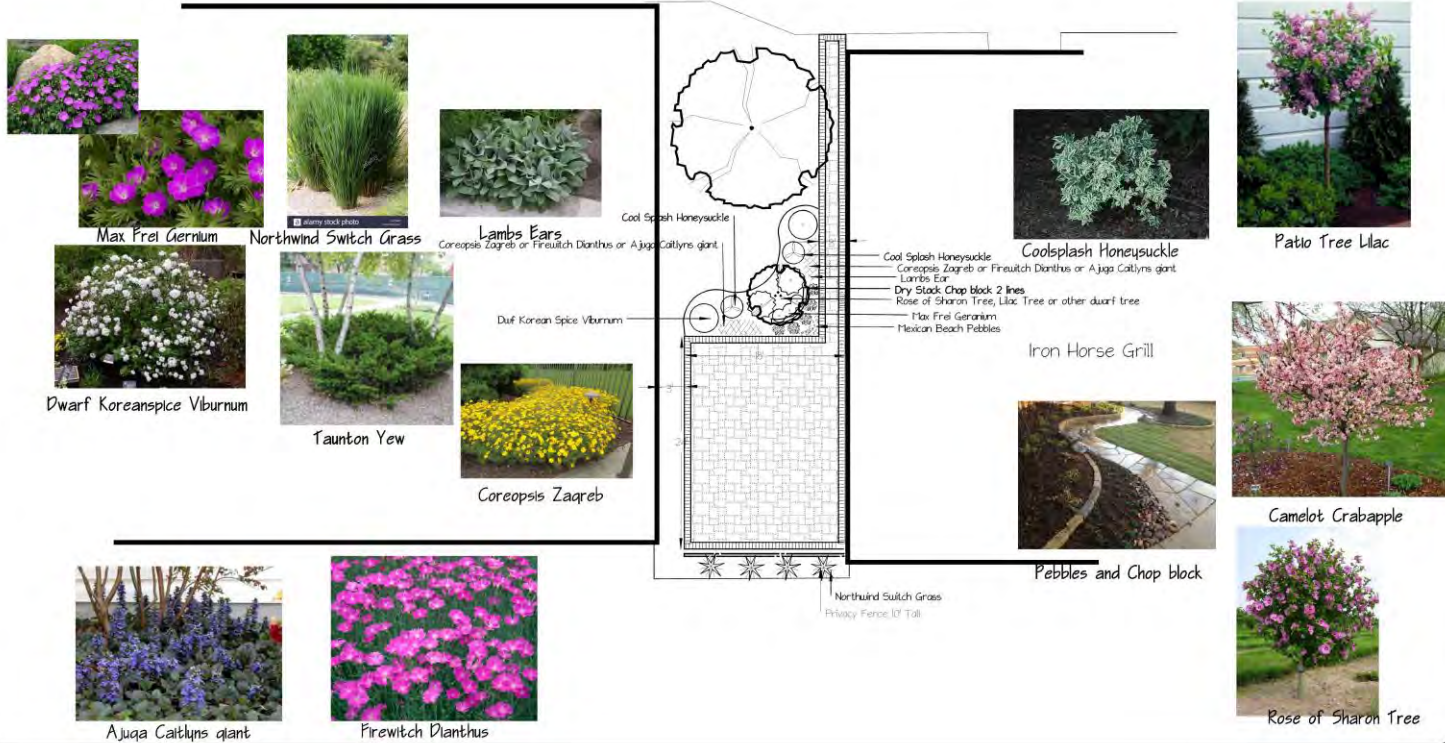
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Olde Greenwich Cobble Jumbo Only

Submitted May 24, 2023

NORTH



Iron Horse Grill
3965 West Algonquin Rd.
Algonquin, IL

ORDINANCE NO. 2003 - O - 07

An Ordinance Approving the Preliminary Planned Development For The Prestwicke Plaza Shopping Center and Granting Final Planned Development Approval For 35,118 Square Feet of Commercial Building Space

WHEREAS, the Village of Algonquin has been requested by a petition signed by Charles Markopoulos, President of Axiom Development Corporation, the developers, and Barbara Redeker, the property owner, to approve the Preliminary Planned Development for the Prestwicke Plaza Shopping Center, and Granting Final Planned Development Approval For 35,118 Square Feet of Commercial Building Space all on certain territory (the "Subject Property") described as follows:

Lot 138 in Prestwicke Phase I, being a Subdivision of part of the Southwest Quarter of Section 25, Township 43 North, Range 7 East of the Third Principal Meridian, according to the Plat thereof recorded November 26, 1996 as Document No. 96R60068 in McHenry County, Illinois.

Commonly known as the Prestwicke Subdivision commercial lot located at the southeast corner of Square Barn Road and West Algonquin Road.

WHEREAS, a public hearing was held by the Planning and Zoning Commission, after due notice in the manner provided by law; and

WHEREAS, the Planning and Zoning Commission, after deliberation, has made a report and recommended approval of the preliminary planned development and granting of said final planned development for the retail center on the Subject Property; and

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

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

SECTION 1: That the preliminary planned development for the subject property, which consists of the following documents and conditions, is hereby approved, and the final planned development for the retail center, is hereby granted.

- A. That site construction, utility installation and grading shall not commence until a Site Development Permit has been issued by the Village and all offsite and onsite utilities serving the subject property shall be underground, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency;
- B. The building shall be constructed with reddish-brown face brick on all elevations with two rows of soldier course brick, tower elements at the ends of the buildings, and a mansard roof

around the entire building that will shield all mechanical equipment. Decorative light fixtures will highlight the columns on the building and the row of EFIS will provide backgrounds for the signs all consistent with the architectural elevation as prepared by Pappageorge Architects with a latest revision date of October 4, 2002. Plans shall be revised to incorporate comments from the July 1, 2002 Teska memorandum, and the July 3, 2002 Public Works memorandum. The masonry materials shall not be painted at any time in the future. All roof-mounted or ground located mechanical equipment shall be screened with an appropriate architectural element or landscaping. Final building materials samples shall be reviewed by the Community Development Department prior to the issuance of a building permit, or to any remodeling in the future, in order to ensure compliance with the plans approved by the Village Board;

- C. The Landscape Plan, as prepared by Pappageorge Architects, with the latest revision date of February 5, 2003, with any additional modifications not already provided for as per the Teska Associates memorandum dated July 1, 2002 or the Public Works Department memorandum dated July 3, 2003. In addition, the four center parking lot islands, north of the pedestrian plaza area shall be widened to a minimum 18' feet wide, and shall be appropriately landscaped. The final revised landscape plan shall be reviewed and approved by the Assistant Village Manager;
- D. Engineering plans, prepared by Smith Engineering Consultants, with the latest revision date of December 26, 2002 shall incorporate comments noted in the January 22, 2003 memorandum from the Public Works Department, the January 23, 2003 memorandum from Scheflow Engineers and the memorandum from Teska, dated July 1, 2002. In addition, the parking shown on the final site plan shall be accepted by the Village Board as an appropriate number of spaces for the development;
- E. The Photometric plan as prepared by Ruud Lighting, dated April 15, 2002 shall incorporate comments noted in the July 3, 2002 memorandum from the Public Works Department, and the July 1, 2002 memorandum from Teska. Parking lot lighting shall use metal halide lumens with the bulb flush with the housing. Light fixtures shall not have a tilt. The light poles shall be painted a flat black color. The plan shall be revised to relocate the poles in the middle of the parking lot to the landscape islands. The security lighting on the rear of the buildings shall have a shield that covers the bulb. The light shall be downcast. Bollard lighting shall be added to illuminate the pedestrian plaza;
- F. The proposed drive-thru service shown as part of Building C is not approved. The proposed drive-thru shall come back before the Planning and Zoning Commission and the Village Board for final consideration after the tenant(s) for the building are selected and the design of the site plan can be analyzed;
- G. The Private Property Enforcement Agreement shall be executed with the Algonquin Police Department prior to the issuance of any Certificate of Occupancies;

- H. The burial of the overhead utility lines shall not be required immediately. However, if a joint effort is arranged in the future to relocate the overhead utility lines to underground along Algonquin Road, the property owner shall be responsible for paying their fair share of the cost. The developer's responsibility for paying its fair share of the cost of burying the overhead utility lines shall terminate if a joint effort to relocate the overhead utility lines is not arranged prior to the issuance of the last original certificate of occupancy for Buildings A, B, and C of the proposed retail center;
- I. One monument sign, as prepared by Grate Signs and dated March 22, 2002, with the location shown on the landscape plan shall be 10 feet tall and 10 feet wide and include the name of the shopping center and two tenant panels to be used for buildings C and D, and the developer logo shall be removed. Individual tenants located in buildings A and B may not have a panel on the monument sign. The total square footage of the sign panels shall not exceed 40 square feet. The sign shall be internally illuminated and constructed out of brick to match the buildings and have a decorative masonry top. The sign panel backgrounds shall not be white or bright yellow. Each individual tenant shall be permitted to have one wall sign. All wall signs shall conform to the common signage plan, individually lettered, not greater than 24 inches in height, and be internally illuminated. Entrance signage for the development will be permitted as shown on the landscape plan. The entrance signs shall also be constructed out of brick to match the building and be a maximum of 3 feet tall and 2.7 feet wide. The words "Prestwicke Plaza" shall be removed from the entrance signs;
- J. Prior to the issuance of a building permit to construct any building on the subject property, the developer shall pay \$11,500 to the Village of Algonquin for the construction of the existing temporary signals at Square Barn and Algonquin Road intersection;
- K. If the developer subdivides the property or conveys one or more lots to third parties, then the developer shall prepare covenants to address issues including, but not limited to, cross-access, cross-parking, shared property maintenance, shared refuse enclosure and similar joint responsibilities between the owners and the covenants shall be submitted to the Assistant Village Manager and Village Attorney for review and approval;
- L. The developer shall also be responsible for their fair share of future traffic signal improvements, right-of-way, and road improvements at the intersection of Square Barn Road and Algonquin Road as determined by the McHenry County Highway Department and the Village of Algonquin. The payment shall be 25% of the total cost of the improvement, or \$50,000, whichever is less. Said payment must be made to the Village of Algonquin prior to the issuance of a building permit to construct any building on the subject property, but no later than June 1, 2003, which ever occurs first;
- M. A traffic sign plan shall be submitted to clearly indicate what type and the location of signage to assist the traffic flow. The signage shall include, but is not limited to the following: A) one-way, delivery truck access behind the southern most buildings, B) no through traffic, at the north entrance on Prestwicke Boulevard C) do not enter, at the south access on Prestwicke Boulevard and D) no right turns for delivery vehicles, on the south access drive at Prestwicke Boulevard;

- N. The following uses shall be prohibited: piercing and tattoo parlors, pawn shops, adult uses, taverns, and cash advances;
- O. The delivery hours shall be restricted to the hours of 7:00 am to 9:00 pm.
- P. The developer shall be permitted to surface cut Prestwicke Boulevard, subject to conformance to the requirements of the Village's Public Works Department, in order to construct the new storm sewer extension that must be constructed in order to connect the proposed development to the Prestwicke Subdivision detention facilities.

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

SECTION 3: The findings of fact on the petition to approve the planned development on the Subject Property are hereby accepted.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

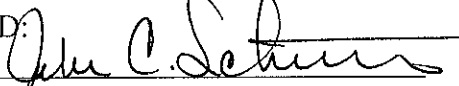
SECTION 6: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Aye: Donner, Wolski, Steigert, Smith, Read, Schmitt

Nay: None

Absent: None

Abstain: None

APPROVED: 
 Acting Village President John Schmitt

(SEAL)

ATTEST: 
 Village Clerk Gerald S. Kautz

Passed: February 18, 2003

Approved: February 18, 2003

Published: February 19, 2003

ORDINANCE NO. 2003 - O - 35

An Ordinance Issuing A Special Use Permit And Approving A Final Planned Development For A 3,168 Square Foot Retail Building With A Drive-Through Window (Prestwicke Plaza – Building C)

WHEREAS, the Village of Algonquin has been requested by a petition signed by Charles Markopoulos, President of Axiom Development Corporation, the developer, and Cynthia Weiner and Virginia S. Logan Co-Trustees of the Barbara Redeker Trust No. 1, the property owners, to approve the Final Planned Development and Special Use Permit for a 3,168 Square Foot retail building with a drive-through window on certain territory (the “Subject Property”) described as follows:

Lot 138 in Prestwicke Phase I, being a Subdivision of part of the Southwest Quarter of Section 25, Township 43 North, Range 7 East of the Third Principal Meridian, according to the Plat thereof recorded November 26, 1996 as Document No. 96R60068 in McHenry County, Illinois.

Commonly known as Building C of the Prestwicke Plaza neighborhood commercial center located at the southeast corner of Square Barn Road and West Algonquin Road.

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

WHEREAS, the Planning and Zoning Commission, after deliberation, has made a report and recommended the approval of said planned development and issuance of the special use permit for the Subject Property; and

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

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

SECTION 1: A special use permit to allow a drive-through service is hereby issued and the final planned development for the 3,168 square foot retail building on the subject property which consists of the following documents and conditions, is hereby approved:

- A. That site construction, utility installation and grading shall not commence until a Site Development Permit has been issued by the Village and all offsite and onsite utilities serving the subject property shall be underground, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency;
- B. The building shall be constructed with reddish-brown face brick on all elevations with two rows of soldier course brick, tower element, and a mansard roof around the entire building that will shield all mechanical equipment. Decorative light fixtures will highlight the columns on the building and the row of EFIS will provide backgrounds for the signs all consistent with the architectural elevation as prepared by Pappageorge Architects with a latest revision date of April 16, 2003. The masonry materials may not be painted at any time in the future. All roof-mounted or ground located mechanical equipment shall be screened with an appropriate architectural element or landscaping. Final building materials samples shall be reviewed by the Community Development Department prior to the issuance of a building permit, or to any remodeling in the future, in order to ensure compliance with the plans approved by the Village Board;
- C. The Landscape Plan, as prepared by Pappageorge Architects, with a latest revision date of April 16, 2003 shall be revised to incorporate any previous comments from phase one;
- D. Engineering plans, prepared by Smith Engineering Consultants, shall be revised and submitted for review by staff to ensure all appropriate changes have been made to the plans. A two-foot sidewalk shall be added at the rear of the building and a two-foot sidewalk shall separate the drive-through lane and the parking stalls, where landscaping will not survive;
- E. Parking lot lighting shall use metal halide lumens with the bulb flush with the housing. Light fixtures shall not have a tilt. The light poles shall be painted a flat black color. The security lighting on the rear of the buildings shall have a shield that covers the bulb;
- F. Each individual tenant shall be permitted to have one wall sign. All wall signs shall conform to the common signage plan, individually lettered, not greater than 24 inches in height, and be internally illuminated;
- G. The Private Property Enforcement Agreement shall be executed with the Algonquin Police Department prior to the issuance of any Certificate of Occupancies;
- H. The following uses shall be prohibited: piercing and tattoo parlors, adult uses, taverns, and cash advances;
- I. No outside speakers shall be permitted for the drive-through. If at any time the drive-through use changes from a pizza pick up window, the new use shall be evaluated to ensure enough stacking room is available prior to the issuance of a Certificate of Occupancy;
- J. The property owner shall sign two parking spaces north of the drive-through window as "drive-through customers only" and the property owner shall develop covenants and/or lease restrictions that limit deliveries to the tenants from large vehicles that may restrict traffic flow.

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

SECTION 3: The findings of fact on the petition to approve the planned development and special use permit on the Subject Property are hereby accepted.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

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


Aye: Donner, Smith, Spella, Schmitt, Read, Steigert

Nay: None

Absent: None

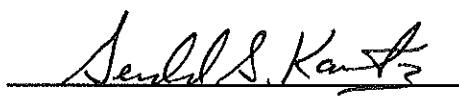
Abstain: None

APPROVED:



Acting Village President John Schmitt

(SEAL)

ATTEST: 
Village Clerk Gerald S. Kautz

Passed: 07-01-03

Approved: 07-01-03

Published: 07-02-03

Prepared by:
Village Staff

Reviewed by:
H. David Rogers, Village Attorney
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, Illinois 60014



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

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

DATE: July 6, 2023

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Deputy Village Manager/Chief Financial Officer

SUBJECT: *T-Mobile USA Tower, LLC Site Agreement Amendment*

In December 2006, the Village entered into a site agreement with T-Mobile Central, LLC (2006-O-27) to lease 1,280 square feet of ground space at the Wastewater Treatment Facility, located at 125 Wilbrandt Street. This agreement was subsequently amended in 2016 (2016-R-68) to extend the term of the agreement.

Currently, Verizon Wireless desires to lease ground space at this site to install equipment on the monopole tower. The Village has negotiated with T-Mobile to permit them to sublease to Verizon Wireless within the existing leased compound for additional consideration (\$6,770 annually) to the Village. All other terms from the original agreement remain in place for the sublease.

Attached is a copy of the Second Amendment to the Site Agreement that incorporates these terms. The construction drawings have been reviewed by Public Works staff and are in good standing.

Recommendation

Staff recommends that the Committee of the Whole forward this to the Village Board for approval by Resolution at their meeting on July 18.

SECOND AMENDMENT TO SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO SITE LEASE AGREEMENT (“**Second Amendment**”) is made effective _____, 2023 (the “**Effective Date**”) by and between VILLAGE OF ALGONQUIN, an Illinois municipality (“**Lessor**”), and T-MOBILE USA TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (“**Lessee**”).

WHEREAS, Lessor and T-Mobile Central LLC, a Delaware limited liability company (“**Original Lessee**”), entered into a Site Lease Agreement effective as of December 6, 2006 (the “**Original Agreement**”), whereby Original Lessee leased certain real property, together with access and utility easements, located in McHenry and Kane Counties, Illinois from Lessor (the “**Premises**”), all located within certain real property owned by Lessor (“**Lessor's Property**”);

WHEREAS, the Original Agreement was amended by that certain First Amendment to Site Lease Agreement dated December 6, 2016, a memorandum of which was recorded in the official records of Kane County, Illinois on March 7, 2016 at Instrument No. 2017K011956 (“**First Amendment**” and hereinafter together with the Original Agreement and all subsequent amendments, collectively referred to as the “**Agreement**”)

WHEREAS, Lessee is the successor in interest to Original Lessee and is also the current lessee under the Agreement;

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter hoards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto.

WHEREAS, Lessor and Lessee now desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. **Recitals; Defined Terms.** The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. All references in the Agreement to the capitalized term "T-Mobile" shall be replaced with "Lessee". All references in the Agreement to the capitalized term "Owner" shall be replaced with "Lessor".

2. **Acknowledgment of Sublease(s).** Lessor hereby acknowledges and agrees to the sublease of a portion of the Premises, as expanded, to Verizon Wireless or an affiliate or subsidiary

(the "**VZW Subtenant**"), for purposes of installation, maintenance and replacement of equipment, antennas, cables, fiber, and related accessories on the Premises for the operation of a wireless communications facility thereon. VZW Subtenant's initial installation of such items within the subleased portion of the Premises is hereby identified on **Exhibit A** attached hereto. As used herein, the term "sublease" includes any arrangement by which a third party can collocate its equipment at the Premises, whether it is by sublease, license, easement or any other agreement or arrangement

3. **VZW Subtenant Fee.** In addition to the rent currently paid by Lessee to Lessor pursuant to the Agreement, Lessee shall pay to Lessor an annual fee for the VZW Subtenant equal to Six Thousand Seven Hundred Seventy and 00/100 Dollars (\$6,770.00) per year, partial years to be prorated ("**VZW Subtenant Fee**"). The first (1st) payment of the VZW Subtenant Fee shall be due on the first (1st) day of the month following the commencement of installation activities in the Premises for the VZW Subtenant, and each subsequent payment shall be due annually thereafter on the same date. If the sublease with the VZW Subtenant expires or terminates for any reason other than a default by Lessee, Lessee shall no longer be obligated to pay a VZW Subtenant Fee for such VZW Subtenant. Lessee shall provide Lessor notice at least thirty (30) days in advance of any such termination. In consideration of the VZW Subtenant Fee, Lessor hereby waives the requirement under paragraph 5 of the Original Agreement, or elsewhere in the Agreement, that would have otherwise required the VZW Subtenant to enter into a separate ground lease with Lessor.

4. **Survey.** Lessee reserves the right, at its discretion and at its sole cost, to obtain a survey ("**Survey**") specifically describing the Premises and any access and utility easements associated therewith. Lessee shall be permitted to attach the Survey as an exhibit to this Second Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Second Amendment.

5. **Representations, Warranties and Covenants of Lessor.** Lessor represents, warrants and covenants to Lessee as follows:

(a) Lessor is duly authorized to and has the full power and authority to enter into this Second Amendment and to perform all of Lessor's obligations under the Agreement as amended hereby.

(b) Lessee is not currently in default under the Agreement, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Agreement.

(c) Lessor agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and

ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

(d) Lessor acknowledges that the Premises, as defined, shall include any portion of Lessor's Property on which communications facilities or other Lessee improvements exist on the date of this Second Amendment.

6. **Notices.** The notice addresses for Lessee set forth in the Agreement is hereby deleted in its entirety and replaced with the following:

Lessor: Village of Algonquin/Village Hall
2200 Harnish Drive
Algonquin, IL 60102
Attn: Village Manager

Lessee: T-Mobile USA Tower LLC
12920 S.E. 38th Street
Bellevue, WA 98006
Attn: Leasing Administration

With a copy to: T-Mobile USA Tower LLC
c/o CCTMO LLC
Attn: Legal — Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

7. **Counterparts.** This Second Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

8. **Remainder of Agreement Unaffected.** In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Second Amendment is hereby amended to be consistent.

9. **Recordation.** Lessee, at its cost and expense, shall have the right to record a memorandum of this Second Amendment in the McHenry and Kane Counties recorder's office at any time following the execution of this Second Amendment by all parties hereto. In addition, Lessee shall have the right in its discretion, to record a notice of lease, affidavit or other form to be determined by Lessee without Lessor's signature in form and content substantially similar to the Memorandum, to provide record notice of the terms of this Second Amendment

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Second Amendment to Site Lease Agreement to be duly executed effective on the day and year first written above.

LESSOR:

VILLAGE OF ALGONQUIN, an Illinois municipality

Signature: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE/Commonwealth of _____)
) SS:
COUNTY OF _____)

On this, the ____ day of _____, 2023, the foregoing instrument was acknowledged before me by _____ who acknowledged under oath, that he/she is the _____ of VILLAGE OF ALGONQUIN, an Illinois municipality, the Lessor named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessor.

Notary Public
Commission Expires: _____
Commission No., if any _____

EXHIBIT A

DESCRIPTION OF VZW SUBTENANT INITIAL INSTALLATION

SEE ATTACHED



VERIZON SITE NUMBER: 720957 **BUSINESS UNIT #:** 822325
VERIZON SITE NAME: ALGONQUINPUBLIC_822325 **SITE ADDRESS:** 117 WILBRANDT ST
SITE TYPE: MONOPOLE **COUNTY:** MCHENRY
TOWER HEIGHT: 120' **JURISDICTION:** VILLAGE OF ALGONQUIN

VERIZON INITIAL BUILD



VERIZON SITE NUMBER: 720957
BU #: 822325
ALGONQUIN PUBLIC WORK YD
 117 WILBRANDT ST
 ALGONQUIN, IL 60102
 EXISTING 120' MONOPOLE

SITE INFORMATION

CROWN CASTLE USA INC. SITE NAME: ALGONQUIN PUBLIC WORK YD
SITE ADDRESS: 117 WILBRANDT ST ALGONQUIN, IL 60102
COUNTY: MCHENRY
MAP/PARCEL #: 03-03-152-029
AREA OF CONSTRUCTION: EXISTING
LATITUDE: 42° 9' 10.34"
LONGITUDE: -88° 17' 37.64"
LAT/LONG TYPE: NAD83
GROUND ELEVATION: 732'
CURRENT ZONING: R-1E
JURISDICTION: VILLAGE OF ALGONQUIN
OCCUPANCY CLASSIFICATION: U
TYPE OF CONSTRUCTION: IIB
A.D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
PROPERTY OWNER: ALGONQUIN VILLAGE OF T-MOBILE CENTRAL LLC
 PO BOX 85021
 BELLEVUE, WA 98015-8521
TOWER OWNER: CROWN CASTLE
 2000 CORPORATE DRIVE
 CANONSBURG, PA 15317
CARRIER/APPLICANT: VERIZON WIRELESS
 1515 E. WOODFIELD ROAD
 SCHAUMBURG, IL 60173
ELECTRIC PROVIDER: EXISTING
TELCO PROVIDER: EXISTING

DRAWING INDEX

SHEET #	SHEET DESCRIPTION
T-1	TITLE SHEET
T-2	GENERAL NOTES
C-1.1	SITE PLAN
C-1.2	SHELTER LAYOUT
C-2	TOWER ELEVATION & ANTENNA PLANS
C-3	PLUMBING DIAGRAM
C-4	ANTENNA & EQUIPMENT SUMMARY
C-5.1-5.2	EQUIPMENT SPECS
C-6.1-C6.2	CABINET DETAILS
C7.1 -C7.4	MOUNT DETAILS
C-8	SITE PHOTOS
E-1	ELECTRICAL DETAILS
G-1	GROUNDING PLAN
G-2-G-4	GROUNDING DETAILS

ALL DRAWINGS CONTAINED HEREIN ARE FORMATTED FOR 22X34. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

REFERENCE DOCUMENTS

REFERENCE DOCUMENTS:
 STRUCTURAL ANALYSIS: BY CROWN CASTLE
 DATED: 08/09/2022
 MOUNT ANALYSIS: BY OTHERS
 DATED:
 RFDS REVISION: ----
 DATED: 07/22/22
 ORDER ID: 615083
 REVISION: 0

CONTRACTOR PMI REQUIREMENTS

PMI ACCESSED AT: <https://pmi.vxwsmart.com>
 SMART TOOL VENDOR: ----
 PROJECT NUMBER: 720957
 VzW LOCATION CODE (PSLC): 720957

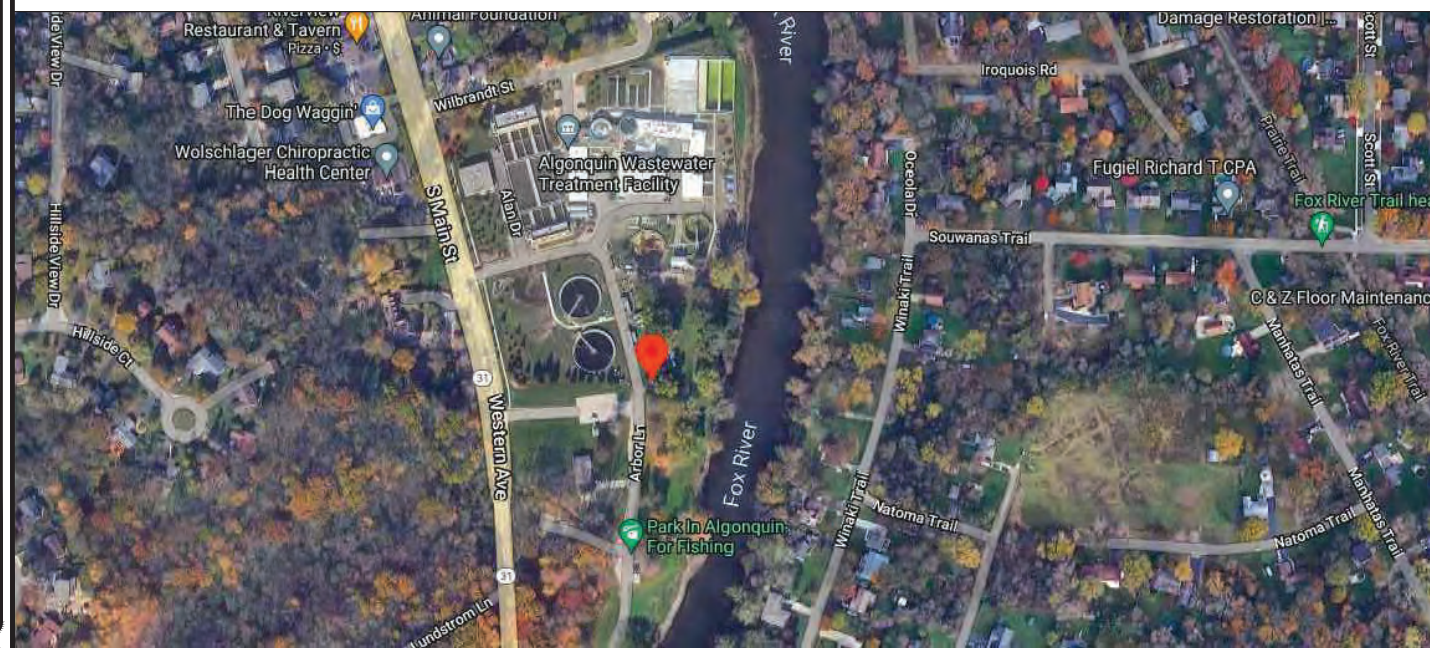
*** PMI AND REQUIREMENTS ALSO EMBEDDED IN MOUNT ANALYSIS REPORT

MOUNT MODIFICATION REQUIRED N

VzW APPROVED SMART KIT VENDORS

REFER TO MOUNT MODIFICATION DRAWINGS PAGE FOR VzW SMART KIT APPROVED VENDORS

LOCATION MAP



NO SCALE

PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO PROPOSE AN ANTENNA MODIFICATION ON AN EXISTING WIRELESS SITE.

- TOWER SCOPE OF WORK**
- INSTALL (9) ANTENNAS
 - INSTALL (6) RRUS
 - INSTALL (3) OVP BOXES
 - INSTALL (3) HYBRID CABLES
 - INSTALL (3) SECTOR MOUNT FRAME
 - INSTALL (1) MONOPOLE MOUNT ADAPTER

- GROUND SCOPE OF WORK**
- INSTALL (1) 4'-8" X 11'-0" EQUIPMENT PAD W/CANOPY
 - INSTALL (3) CABINETS
 - INSTALL (1) ICE BRIDGE & CABLE LADDER
 - INSTALL (1) ILC/ATS
 - INSTALL (1) FIBER BOX
 - INSTALL (1) METER
 - INSTALL (1) SECONDARY ELECTRICAL SERVICE
 - INSTALL (1) FIBER OPTIC SERVICE
 - INSTALL UTILITIES TO NEW EQUIPMENT
 - INSTALL EQUIPMENT GROUNDING

NOTE:
 PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE CROWN NOC AT (800) 788-7011 & CROWN CONSTRUCTION MANAGER

APPLICABLE CODES

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	2021 IBC
MECHANICAL	2021 IMC
ELECTRICAL	2020 NEC



CALL ILLINOIS ONE CALL
 (800) 892-0123
 CALL 3 WORKING DAYS
 BEFORE YOU DIG!



ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
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SHEET NUMBER:

T-1

REVISION:

1

CROWN CASTLE USA INC. SITE ACTIVITY REQUIREMENTS:

- 1. NOTICE TO PROCEED- NO WORK SHALL COMMENCE PRIOR TO CROWN CASTLE USA INC. WRITTEN NOTICE TO PROCEED (NTP) AND THE ISSUANCE OF A PURCHASE ORDER...
2. "LOOK UP" - CROWN CASTLE USA INC. SAFETY CLIMB REQUIREMENT: THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION...
3. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED...
4. ALL CONSTRUCTION MEANS AND METHODS; INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR...
5. ALL SITE WORK TO COMPLY WITH QAS--STD-10068 "INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON CROWN CASTLE USA INC. TOWER SITE," CED--STD-10294 "STANDARD FOR INSTALLATION OF MOUNTS AND APPURTENANCES," AND LATEST VERSION OF ANSI/TIA-1019--A-2012 "STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS..."

GENERAL NOTES:

- 1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY: CONTRACTOR: GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION; CARRIER: VERIZON; TOWER OWNER: CROWN CASTLE USA INC.
2. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCALITIES...
3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES...
4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS...
5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS...

CONCRETE, FOUNDATIONS, AND REINFORCING STEEL:

- 1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 318.1, ACI 318.2, ACI 318.3, ACI 318.4, ACI 318.5 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 psf.
3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (f'c) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE...
4. CONCRETE EXPOSED TO FREEZE--THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES...
5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185...
7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

ELECTRICAL INSTALLATION NOTES:

- 1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
5. EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL)...
11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI--CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI--CONDUCTOR, TYPE TC CABLE (#14 OR LARGER), WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP--STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (90° C IF AVAILABLE).

Table with columns: SYSTEM, CONDUCTOR, COLOR. Rows include 120/240V, 10; 120/208V, 30; 277/480V, 30; and DC VOLTAGE.

APWA UNIFORM COLOR CODE:

- WHITE PROPOSED EXCAVATION
PINK TEMPORARY SURVEY MARKINGS
RED ELECTRIC POWER LINES, CABLES, CONDUIT, AND LIGHTING CABLES
YELLOW GAS, OIL, STEAM, PETROLEUM, OR GASEOUS MATERIALS
ORANGE COMMUNICATION, ALARM OR SIGNAL LINES, CABLES, OR CONDUIT AND TRAFFIC LOOPS
BLUE POTABLE WATER
PURPLE RECLAIMED WATER, IRRIGATION, AND SLURRY LINES
GREEN SEWERS AND DRAIN LINES

* SEE NEC 210.5(C)(1) AND (2)
** POLARITY MARKED AT TERMINATION

ABBREVIATIONS:

- ANT ANTENNA
(E) EXISTING
FIF FACILITY INTERFACE FRAME
GEN GENERATOR
GPS GLOBAL POSITIONING SYSTEM
GSM GLOBAL SYSTEM FOR MOBILE
LTE LONG TERM EVOLUTION
MGB MASTER GROUND BAR
MW MICROWAVE
(N) NEW
NEC NATIONAL ELECTRIC CODE
(P) PROPOSED
PP POWER PLANT
QTY QUANTITY
RECT RECTIFIER
RBS RADIO BASE STATION
RRT REMOTE ELECTRIC TILT
RFD RS RADIO FREQUENCY DATA SHEET
RRH REMOTE RADIO HEAD
RUU REMOTE RADIO UNIT
SIAD SMART INTEGRATED DEVICE
TMA TOWER MOUNTED AMPLIFIER
TYP TYPICAL
UMTS UNIVERSAL MOBILE TELECOMMUNICATIONS SYSTEM
W.P. WORK POINT

GREENFIELD GROUNDING NOTES:

- 1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GES'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL--OF--POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS, THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 STRANDED COPPER OR LARGER FOR INDOOR BTS; #2 BARE SOLID TINNED COPPER FOR OUTDOOR BTS.



VERIZON SITE NUMBER: 720957
BU #: 822325
ALGONQUIN PUBLIC WORK YD

117 WILBRANDT ST ALGONQUIN, IL 60102

EXISTING 120' MONOPOLE

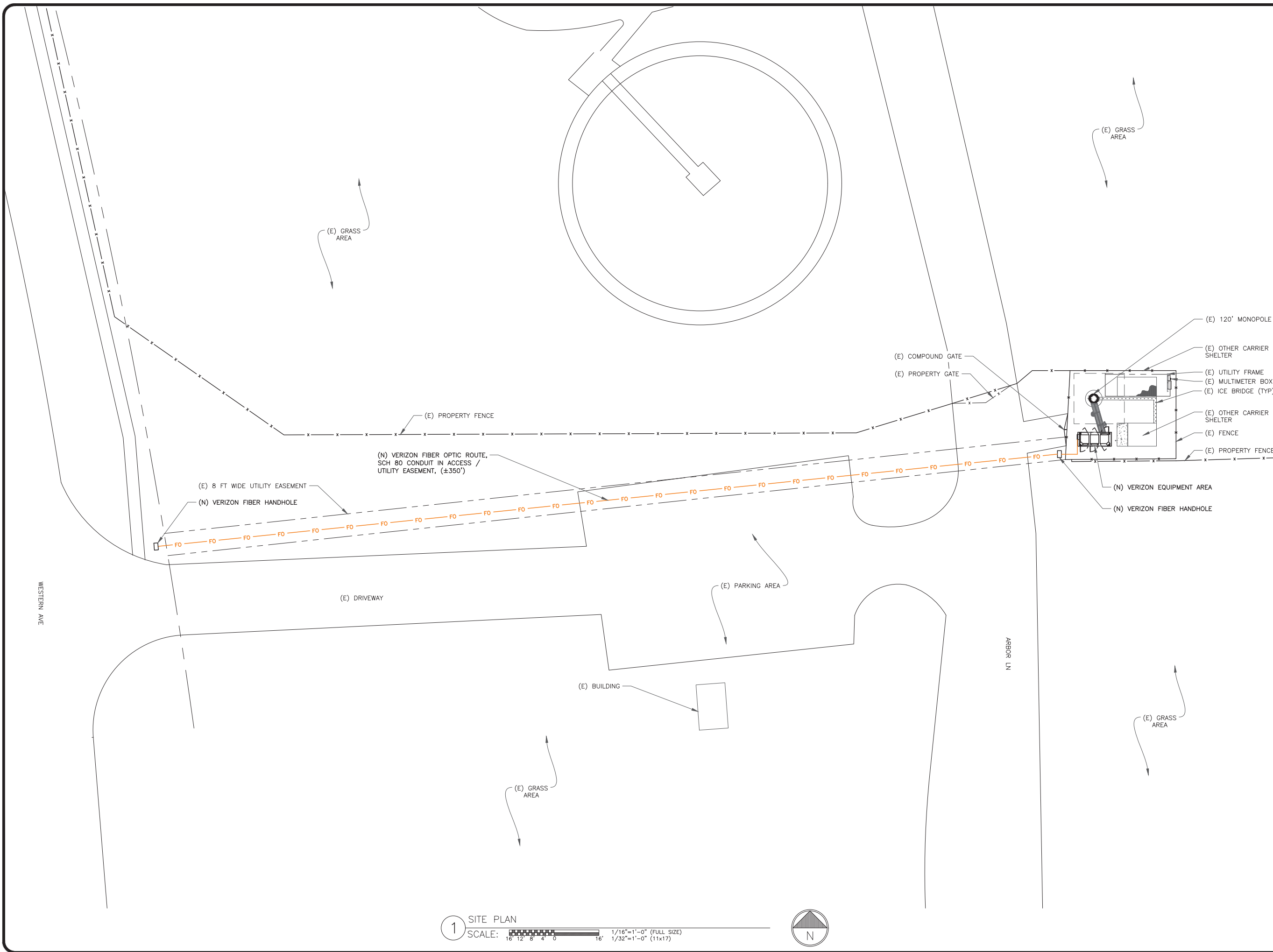
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CROWN CASTLE
 9045 RIVER ROAD, SUITE 425
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 (608) 643-4100 www.ramaker.com
 PROJECT #: 56815

VERIZON SITE NUMBER:
720957
 BU #: 822325
ALGONQUIN PUBLIC WORK YD
 117 WILBRANDT ST
 ALGONQUIN, IL 60102
 EXISTING 120' MONOPOLE

ISSUED FOR:

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1	6/27/2023	DJG	RL REVISIONS	AS

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MICHAEL L. PINSKE
 082-061932
 STATE OF ILLINOIS
 LICENSED PROFESSIONAL ENGINEER
 Expires: 11/30/23

6/27/2023

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1 SITE PLAN
 SCALE: 1/16"=1'-0" (FULL SIZE)
 1/32"=1'-0" (11x17)

SHEET NUMBER: **C-1.1** REVISION: **1**

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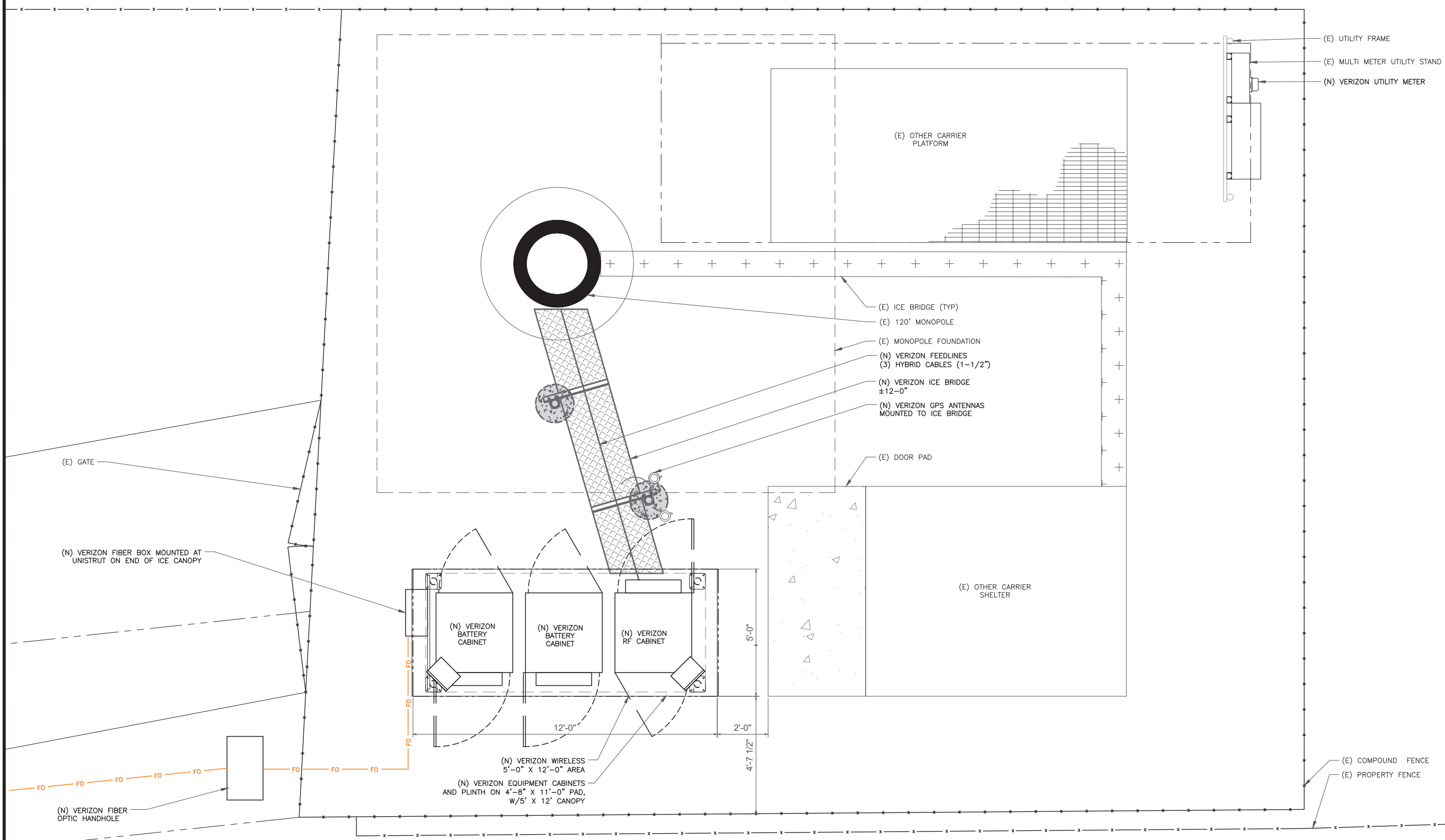


Expiration: 11/30/23

Michael L. Panske 6/27/2023

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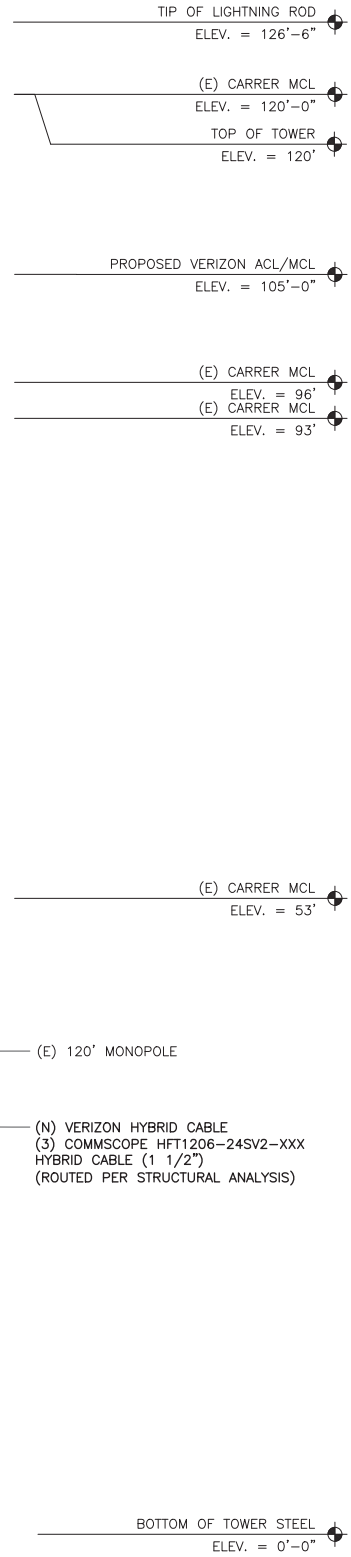
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1 SHELTER LAYOUT
SCALE: 1/2"=1'-0" (FULL SIZE)
1/4"=1'-0" (11x17)



- (N) VERIZON EQUIPMENT:
 (6) COMMSCOPE - NHH-65C-R2B ANTENNAS
 (3) ERICSSON - AIR6449 ANTENNAS
 (3) ERICSSON - 4449 RRUs
 (3) ERICSSON - 8843 RRUs
 (3) RAYCAP - RVZDC-3315-PF-48 OVP
 (3) SECTOR MOUNT SABRE - C10857007C
 (1) MONOPOLE MOUNT ADAPTER

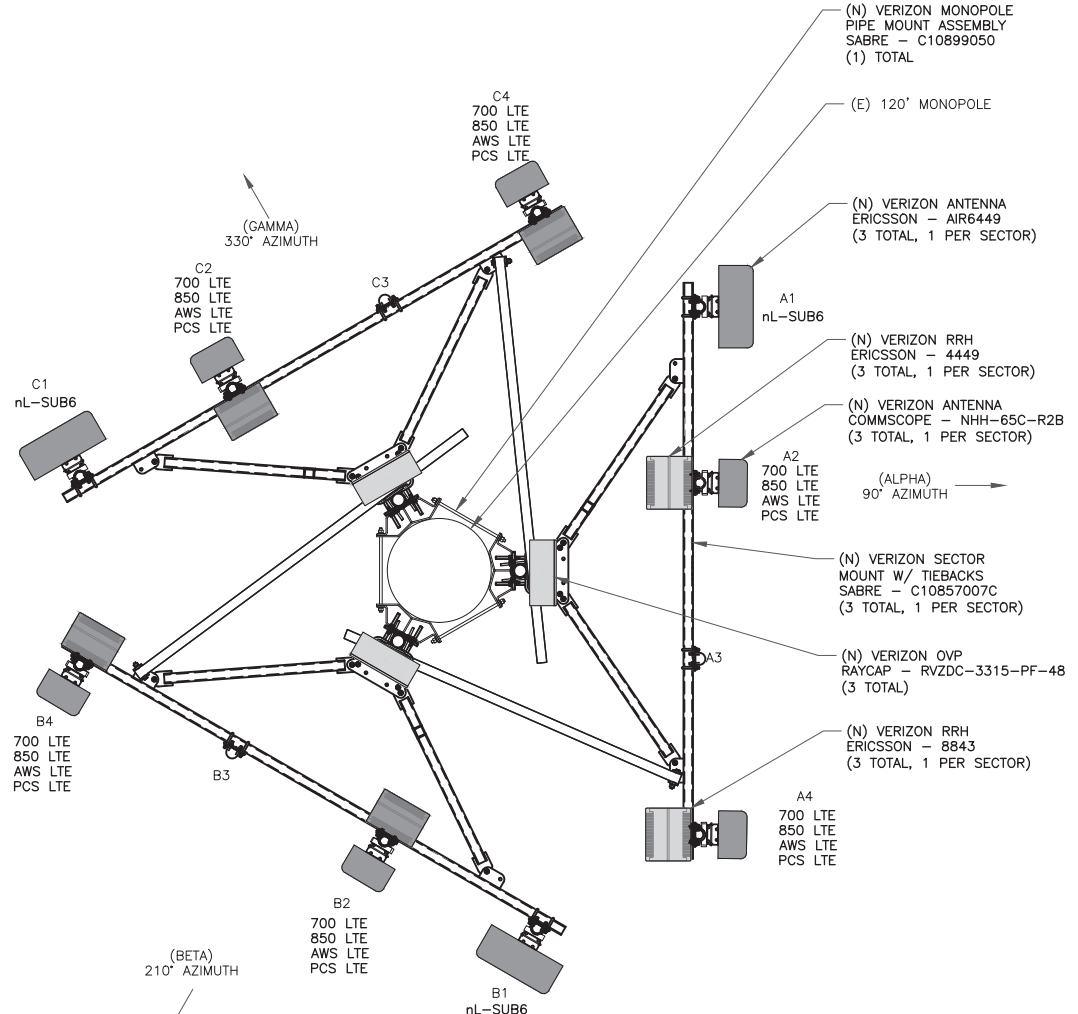


VERIZON EQUIPMENT
 ANTENNA CL: 105'
 MOUNT CL: 105'

ANTENNA CENTERLINE (±)	TOTAL ESTIMATED HYBRID LENGTH (±)
105'	155'-0"

POWER SHIFT NEEDED IF HYBRID LENGTH IS OVER 200'-0".

1 FINAL ELEVATION
 SCALE: 1/8"=1'-0" (FULL SIZE)
 1/16"=1'-0" (11x17)



2 (N) ANTENNA PLAN
 SCALE: 1/2"=1'-0" (FULL SIZE)
 1/4"=1'-0" (11x17)



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 PROJECT #: 56815

VERIZON SITE NUMBER:
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BU #: 822325
ALGONQUIN PUBLIC WORK YD

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EXISTING 120' MONOPOLE

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 082-081932
 STATE OF ILLINOIS
 EXPIRES: 11/30/25

Michael L. Pinske 6/27/2023

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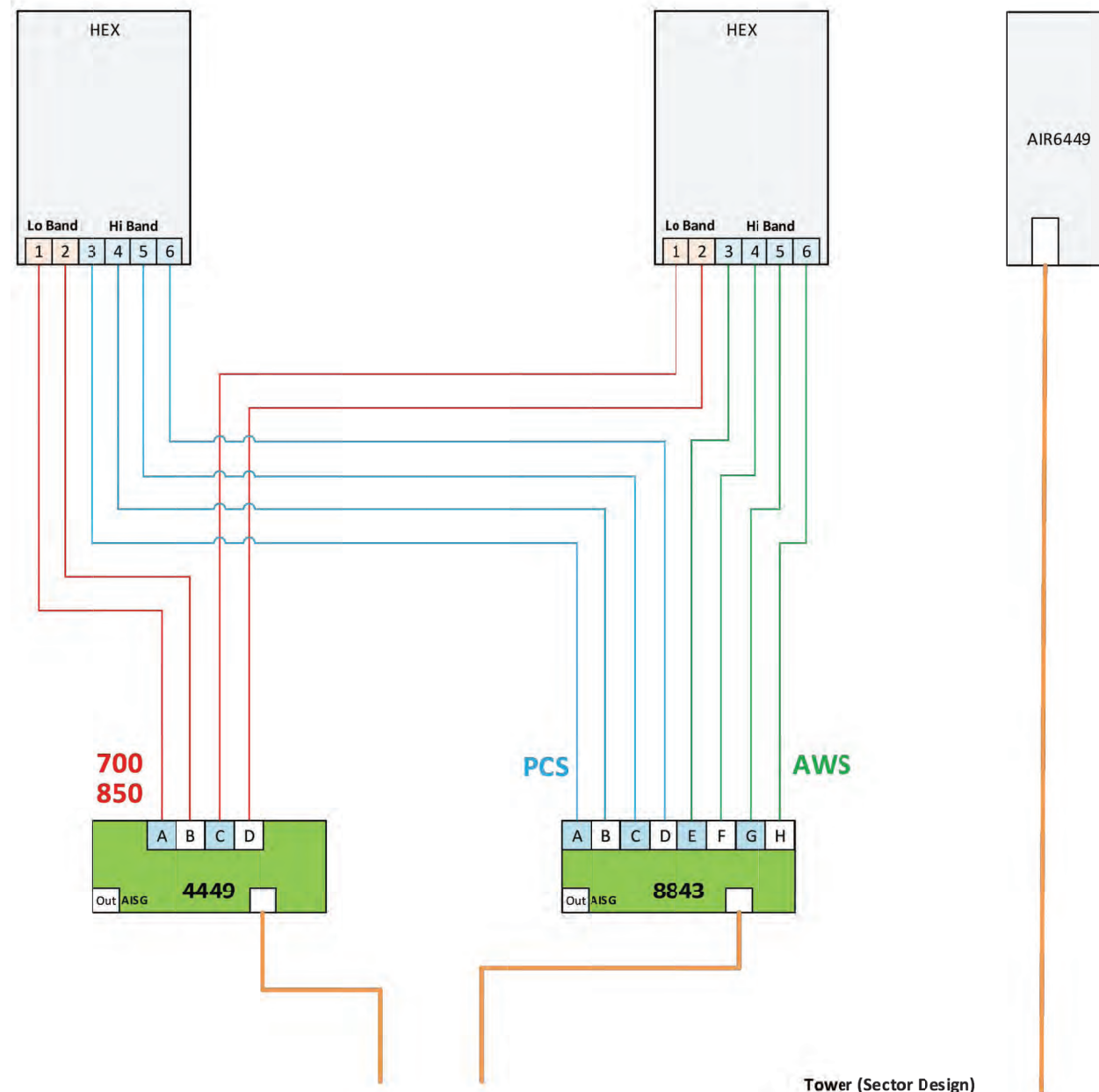
C-3

REVISION:

1

Alpha, Beta, Gamma

L-Sub6



Legends	
	RET dc signal capable port
	Coax
	Coax Jumper – colorized according to band
	Fiber Connection(s)
	Fiber Jumper

Notes:

- Antenna view is from the back of the antennas
- Colors of connection are just for clarification
- Follow RET cabling standard for non-Smart Bias-T Ants
- Non-RF path elements like OVP/HTTA Box and Hybrid cables not shown
- Size of objects in drawing doesn't reflect equipment true dimension

Antenna Summary

Added

700	850	1900	AWS	L-Sub6	Make	Model	Centerline	Tip Height	Azimuth	RET	4xRx	Inst. Type	Quantity	Item ID
LTE	LTE 5G	LTE	LTE		COMMSCOPE	NHH-65C-R2B	105	109	90(0001) 90(01) 210(0002) 210(02) 330(0003) 330(03)	false	false	PHYSICAL	6	NHH-65C-R2B
				5G	Ericsson	AIR6449	105	106.3	90(0001) 210(0002) 330(0003)	false	false	PHYSICAL	3	

Removed

700	850	1900	AWS	L-Sub6	Make	Model	Centerline	Tip Height	Azimuth	RET	4xRx	Inst. Type	Quantity	Item ID
No data available.														

Retained

700	850	1900	AWS	L-Sub6	Make	Model	Centerline	Tip Height	Azimuth	RET	4xRx	Inst. Type	Quantity	Item ID
No data available.														

Added: 9 Removed: 0 Retained: 0

1 ANTENNA SUMMARY
SCALE: NOT TO SCALE

Equipment Summary

Added

Equipment Type	Location	700	850	1900	AWS	L-Sub6	Make	Model	Cable Length	Cable Size	Install Type	Quantity	Item ID
Hybrid Cable	Tower						COMMSCOPE-001	HFT1206-24SV2-XXX	TBD	15/8	PHYSICAL	3	
RRU	Tower	LTE	LTE 5G				Ericsson	4449			PHYSICAL	3	KRC161749/1
RRU	Tower			LTE	LTE		Ericsson	8843			PHYSICAL	3	KRC161707/2
RRU	Tower					5G	Ericsson	AIR6449			PHYSICAL	3	
OVP Box	Tower						RAYCAPINC-001	RVZDC-3315-PF-48			PHYSICAL	3	RVZDC-3315-PF-48

Removed

Equipment Type	Location	700	850	1900	AWS	L-Sub6	Make	Model	Cable Length	Cable Size	Install Type	Quantity	Item ID
No data available.													

Retained

Equipment Type	Location	700	850	1900	AWS	L-Sub6	Make	Model	Cable Length	Cable Size	Install Type	Quantity	Item ID
No data available.													

2 EQUIPMENT SUMMARY
SCALE: NOT TO SCALE



VERIZON SITE NUMBER:
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BU #: 822325
ALGONQUIN PUBLIC WORK
YD

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ALGONQUIN, IL 60102

EXISTING 120' MONOPOLE

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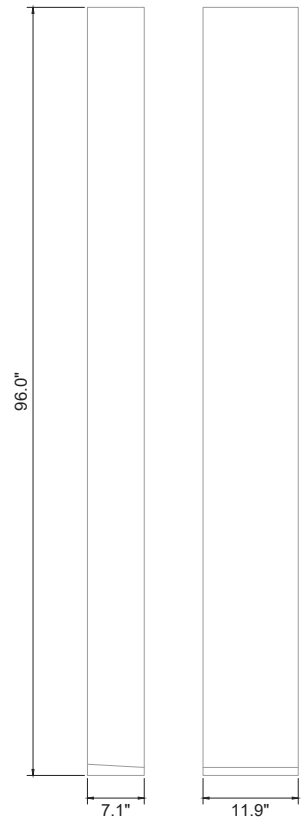
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Michael L. Panske 6/27/2023

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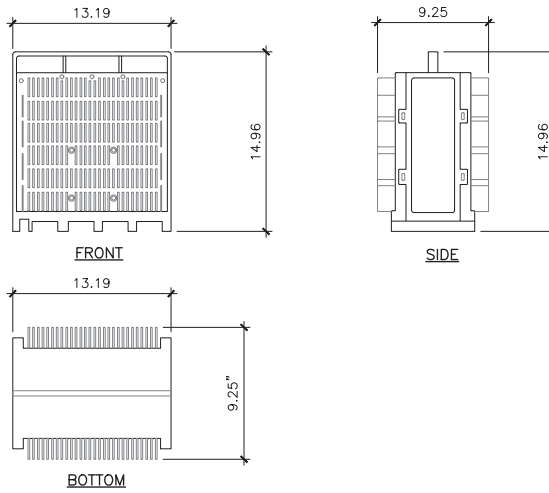
SHEET NUMBER: **C-4** REVISION: **1**



COMMSCOPE NHH-65C-R2B
 DIMENSIONS (HxWxD): 96"x11.9"x7.10"
 WEIGHT (LBS): 51.6

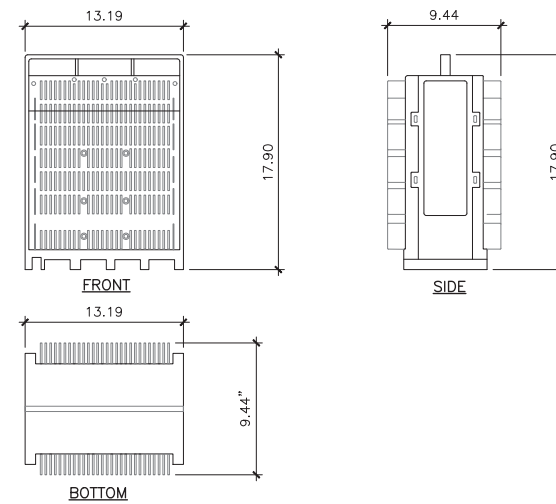
1 COMMSCOPE NHH-65C-R2B ANTENNA DETAIL
 SCALE: NOT TO SCALE

ERICSSON RRUS 8843 B2, B66A
 DIMENSIONS, HxWxD: 14.96"x13.19"x9.25"
 WEIGHT, WITHOUT MOUNTING KIT: 70 lbs (31.751 kg)

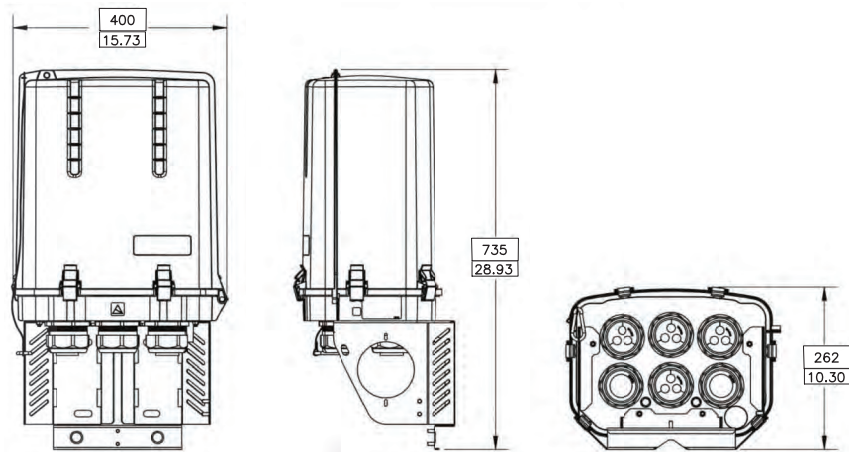


2 ERICSSON 8843 RRU DETAIL
 SCALE: NOT TO SCALE

ERICSSON RRUS 4449 B5/B12
 DIMENSIONS, HxWxD: 17.9"x13.19"x9.44"
 INCL. HANDLES, FEET AND SUNSHIELD, W/O FAN UNIT.
 WEIGHT, WITHOUT MOUNTING KIT: 71 lbs (32.0 kg)

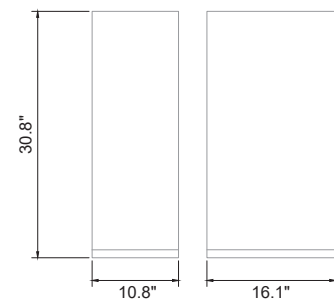


3 ERICSSON 4449 RRU DETAIL
 SCALE: NOT TO SCALE



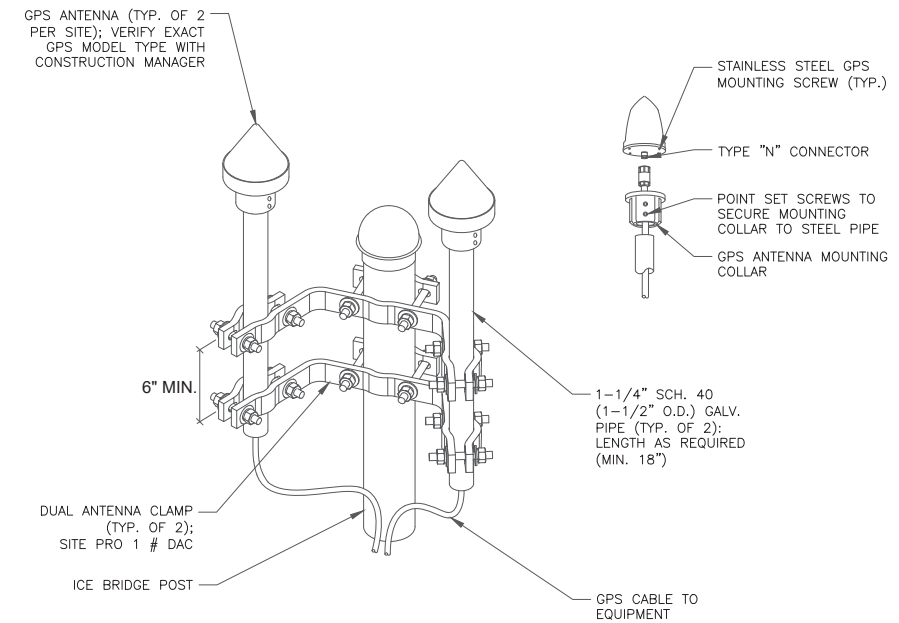
WEIGHT (LBS): 32.00

2 RAYCAP RCMCD-3315-RF-48 OVP BOX DETAIL
 SCALE: NOT TO SCALE



ERICSSON AIR6449
 DIMENSIONS (HxWxD): 30.80"x16.10"x10.8"
 WEIGHT (LBS): 88.0

5 ERICSSON AIR6449 ANTENNA DETAIL
 SCALE: NOT TO SCALE



6 GPS ANTENNA DETAIL
 SCALE: NOT TO SCALE

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 PROJECT #: 56815

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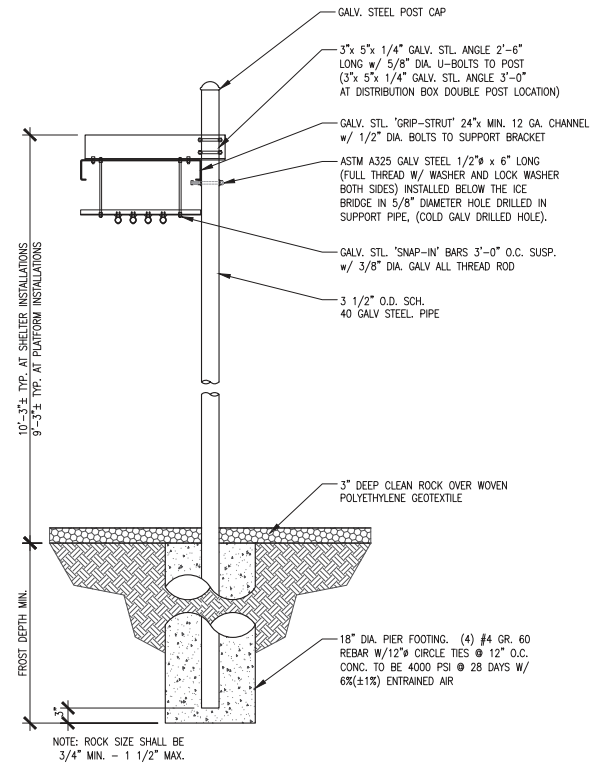
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LICENSED PROFESSIONAL ENGINEER
 MICHAEL L. PINSKE
 082-061932
 STATE OF ILLINOIS
 Expires: 11/30/25

6/27/2023

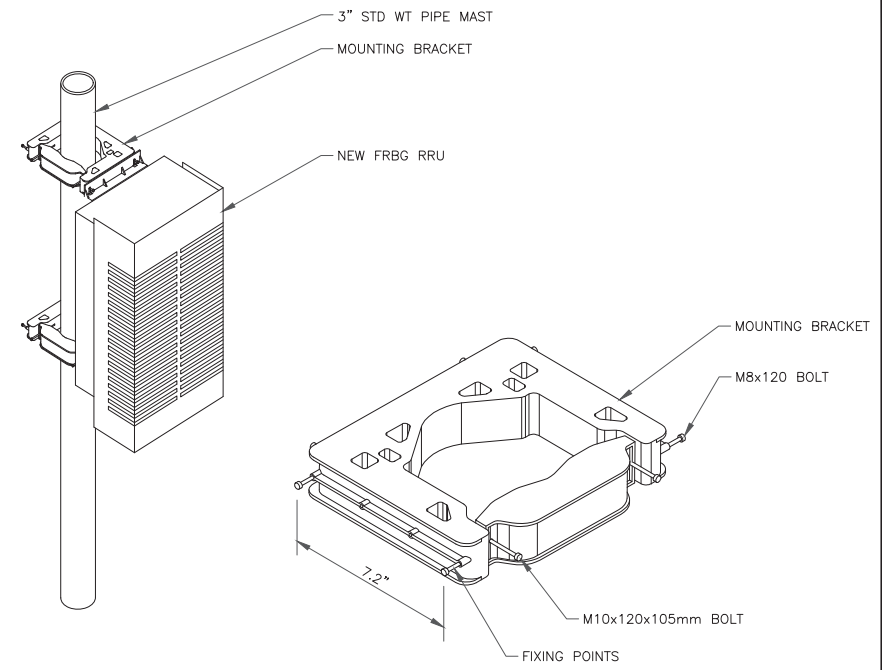
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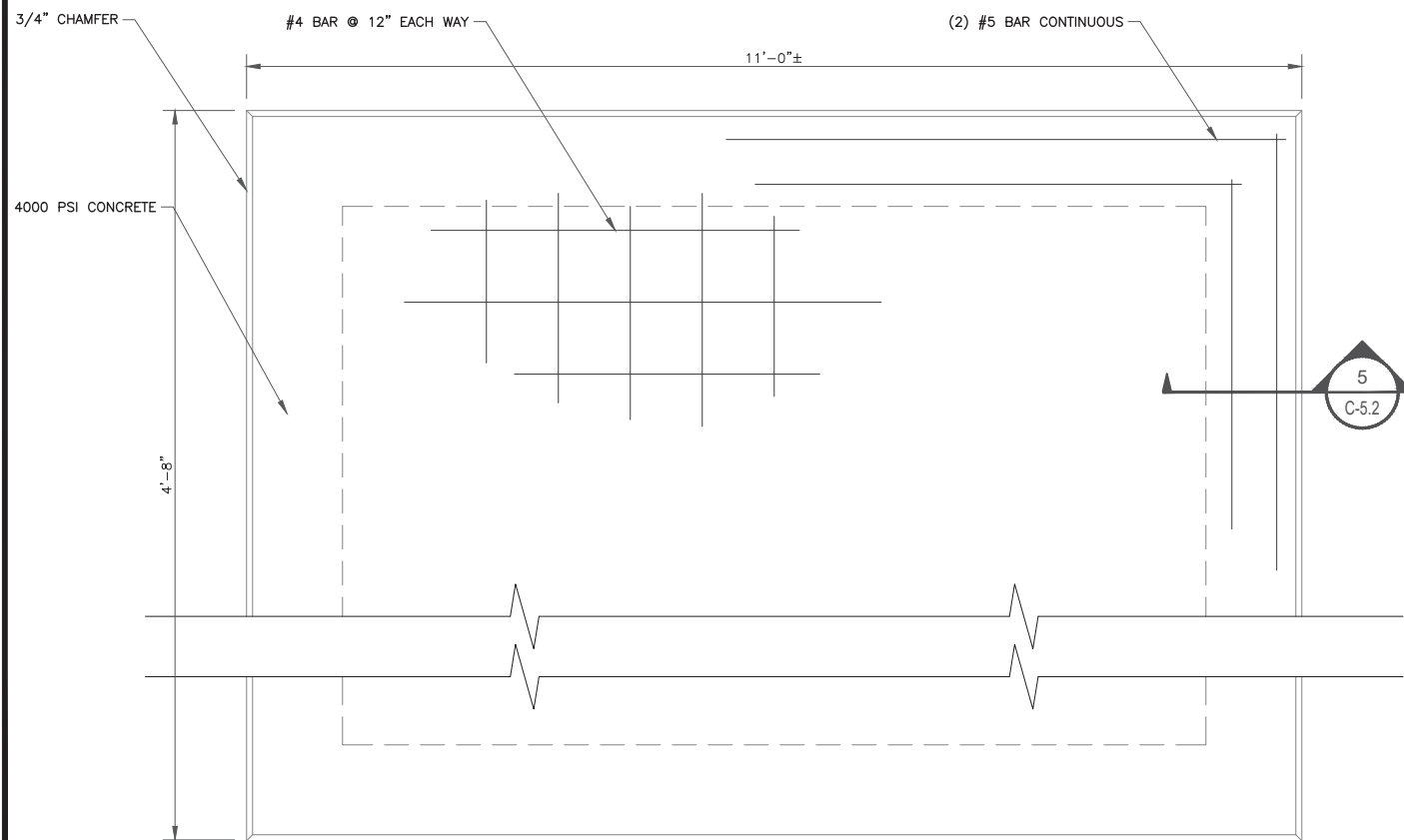


1 ICE BRIDGE DETAIL
SCALE: NOT TO SCALE

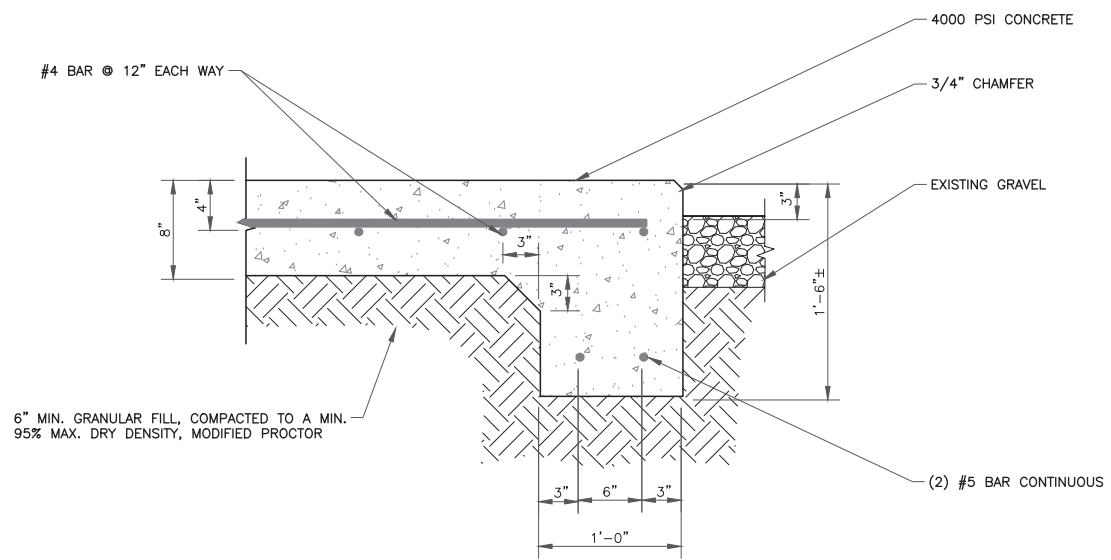
2 NOT USED
SCALE: NOT TO SCALE



3 BRACKET DETAIL
SCALE: NOT TO SCALE



4 EQUIPMENT PAD DETAILS
SCALE: NOT TO SCALE



5 EQUIPMENT PAD SECTION
SCALE: NOT TO SCALE

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1	6/27/2023	DJG	RL REVISIONS	AS

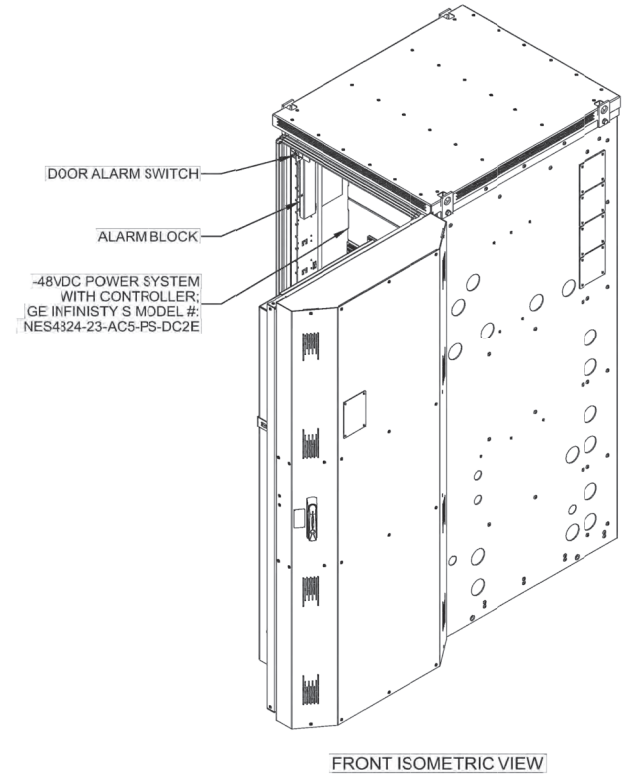
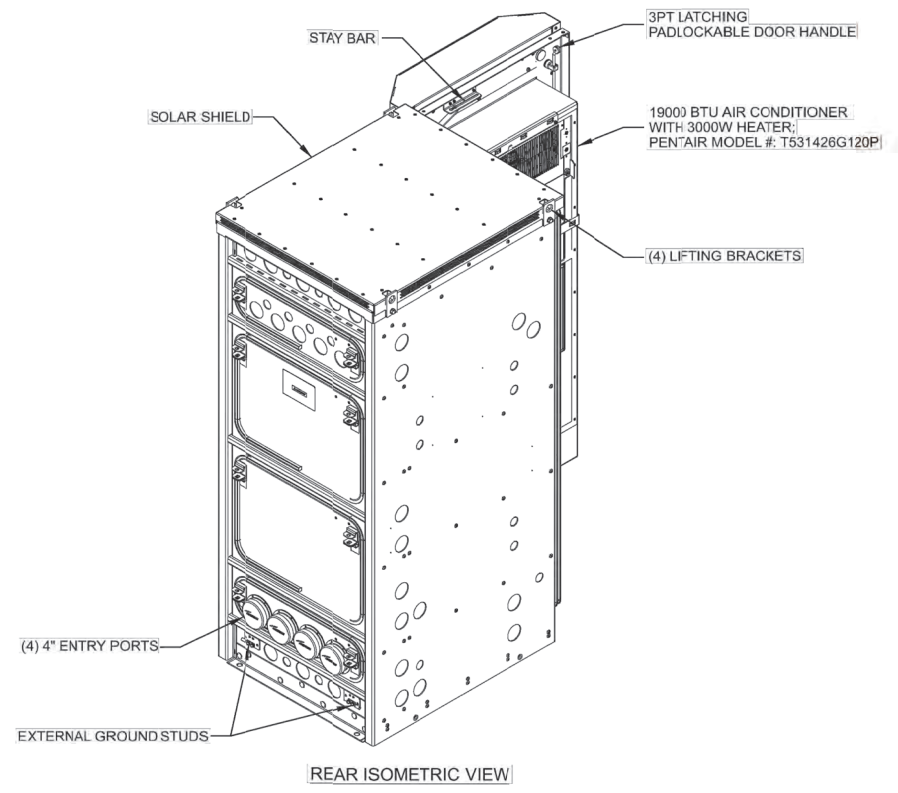
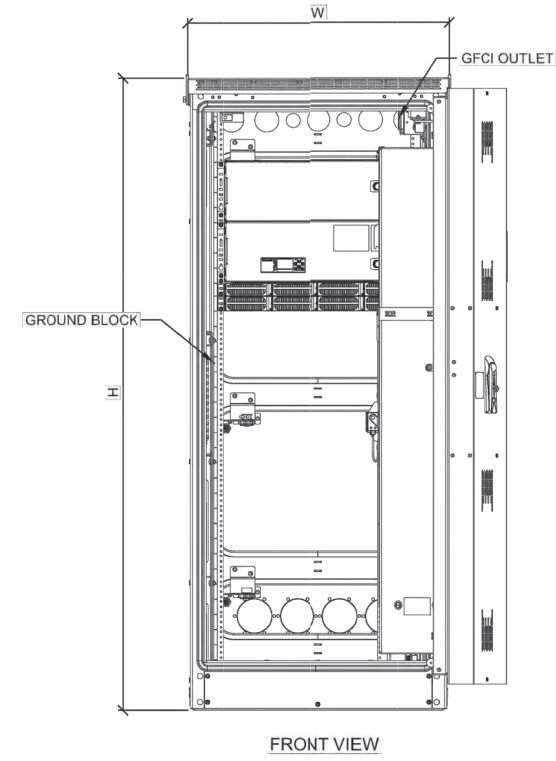
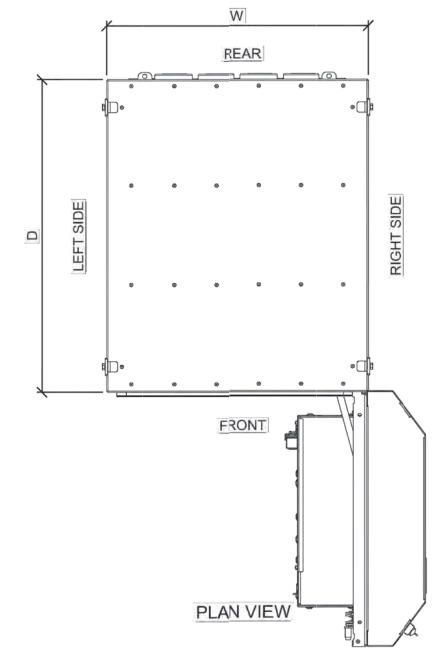
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082-061932
STATE OF ILLINOIS
Expires: 11/30/23

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SHEET NUMBER: **C-5.2** REVISION: **1**

MANUFACTURER: COMMSCOPE
MODEL: RBA72-30
DIMENSIONS: 72" x 30" x 36" (H x W x D)
WEIGHT: 650 LBS (AS SHIPPED)
RACK SPACE: 70" (40 RU)
COLOR: GRAY
MATERIAL: 12S" WELDED ALUMINUM
MAX. HEAT DISSIPATION: 2900W
ELECTRICAL OUTLETS: (1) GFCI OUTLET
BONDING AND GROUNDING: 2GA OUTSIDE ENCLOSURE
CABLE ENTRANCE: REAR
OPERATING TEMP. (INSIDE ENCLOSURE): 50°F (10°C) TO 79°F (26°C)
OPERATING TEMP. (OUTSIDE ENCLOSURE): -40°F (-40°C) TO 131°F (55°C)



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 1515 E. WOODFIELD ROAD
 SCHAUMBURG, IL 60173

CROWN CASTLE
 9045 RIVER ROAD, SUITE 425
 INDIANAPOLIS, IN 46240

RAMAKER
 employ-cc-010002
 (608) 643-4100 www.ramaker.com
 PROJECT #: 56815

VERIZON SITE NUMBER:
720957

 BU #: **822325**
**ALGONQUIN PUBLIC WORK
 YD**

 117 WILBRANDT ST
 ALGONQUIN, IL 60102

 EXISTING 120' MONOPOLE

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	11/04/2022	DJG	FINAL	JF
1	6/27/2023	DJG	RL REVISIONS	AS

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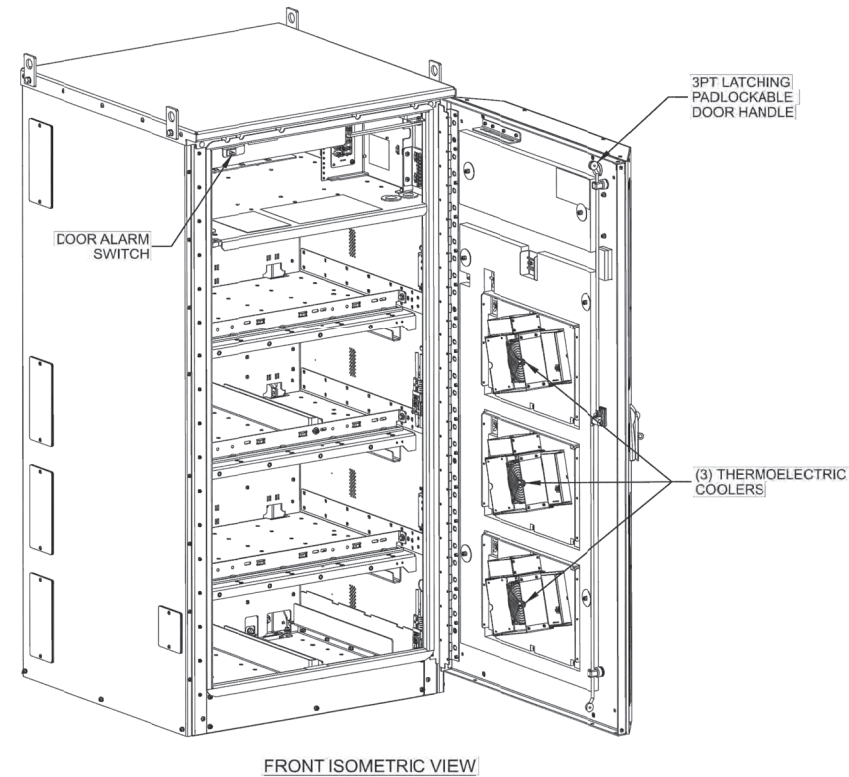
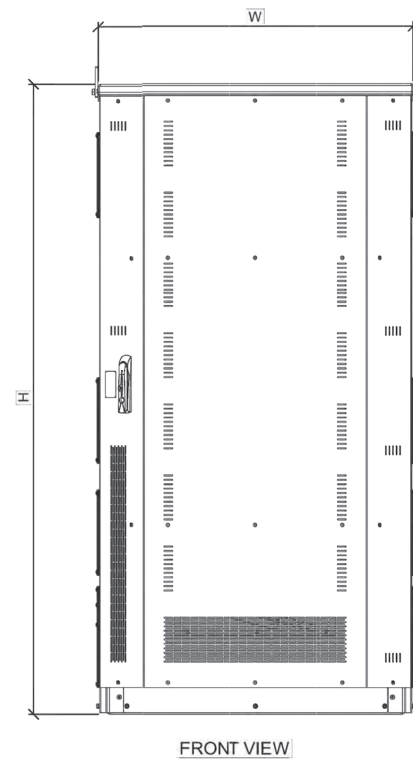
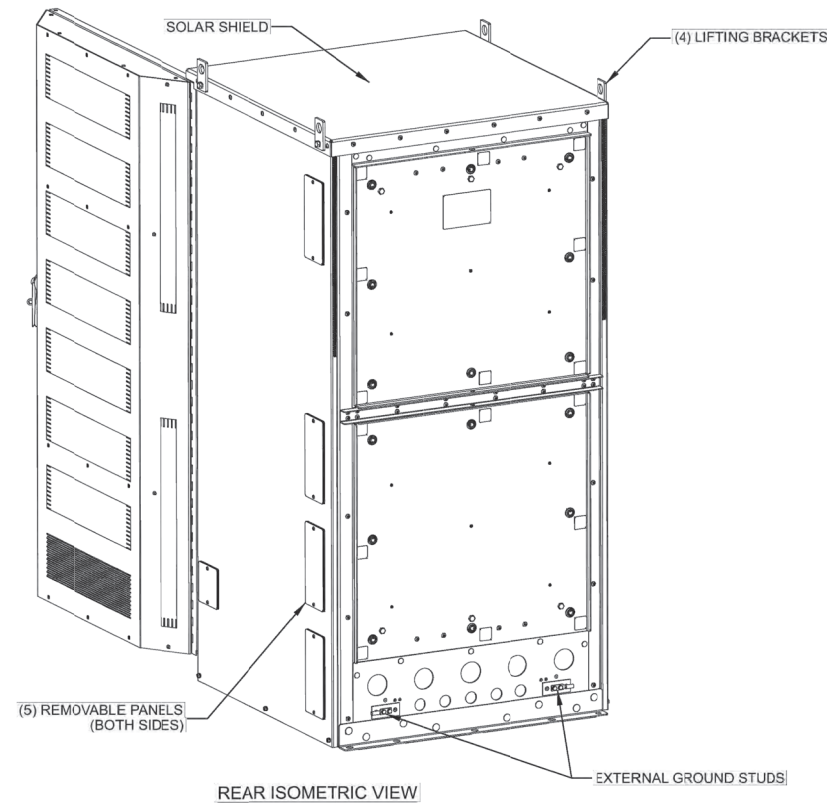
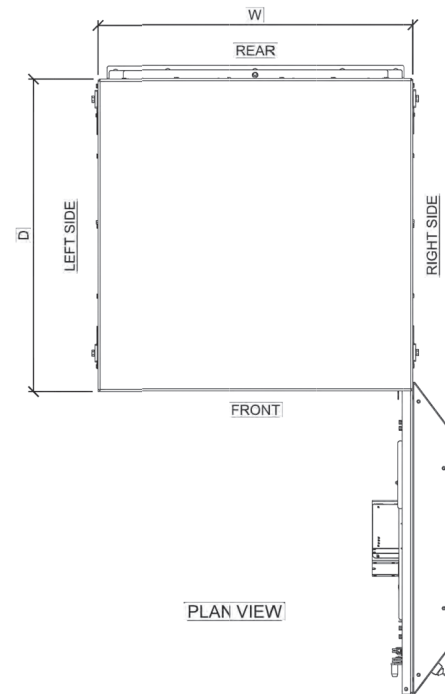
 Michael L. Panske
 6/27/2023

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1 CABINET DETAIL
 SCALE: NOT TO SCALE

SHEET NUMBER: **C-6.1** REVISION: **1**

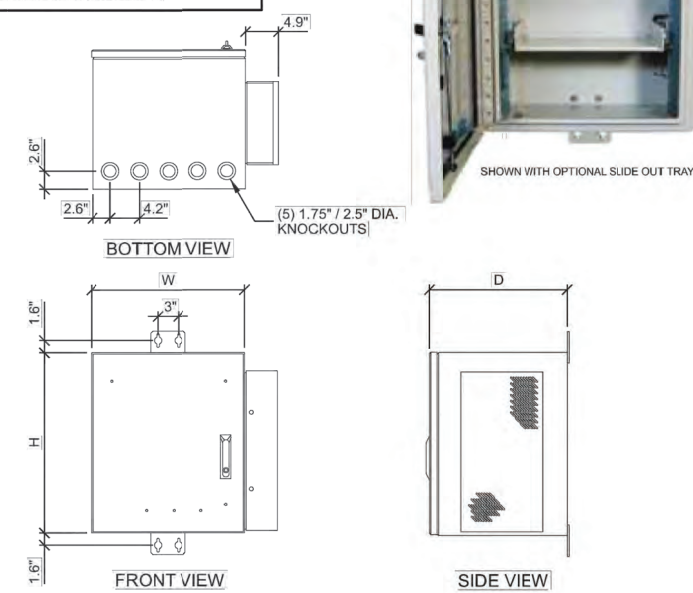
MANUFACTURER: COMMSCOPE
 MODEL: RBA72-36
 DIMENSIONS: 72" x 36" x 36" (H x W x D)
 WEIGHT: 765 LBS (AS SHIPPED)
 3900 LBS WITH BATTERIES
 COLOR: GRAY
 MATERIAL: 125" WELDED ALUMINUM
 ELECTRICAL OUTLETS: (1) GFCI OUTLET



1 CABINET DETAIL
 SCALE: NOT TO SCALE

MANUFACTURER: CHARLES INDUSTRIES
 MODEL: CUBE-RL1003
 DIMENSIONS: 26.3" x 22.1" x 20.0" (H x W x D)
 RACK SPACE: 14RU

ACCESSORIES
 POLE MOUNT KIT: 97-CABPMKIT
 H-FRAME HARDWARE KIT: 97-001971-A
 SLIDE OUT TRAY: 97-001990-A
 10" PLINTH KIT: 97-002127-A



1 FIBER OPTIC BOX DETAIL
 SCALE: NOT TO SCALE

2 NOT USED
 SCALE: NOT TO SCALE

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 PROJECT #: 56815

VERIZON SITE NUMBER:
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BU #: 822325
**ALGONQUIN PUBLIC WORK
 YD**

117 WILBRANDT ST
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EXISTING 120' MONOPOLE

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
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1	6/27/2023	DJG	RL REVISIONS	AS

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LICENSED PROFESSIONAL ENGINEER
 MICHAEL L. PINSKE
 082-061932
 STATE OF ILLINOIS
 Expires: 11/30/25

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SHEET NUMBER: **C-6.2** REVISION: **1**

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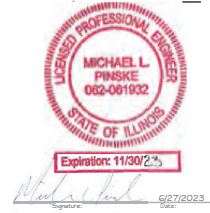
117 WILBRANDT ST
ALGONQUIN, IL 60102

EXISTING 120' MONOPOLE

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
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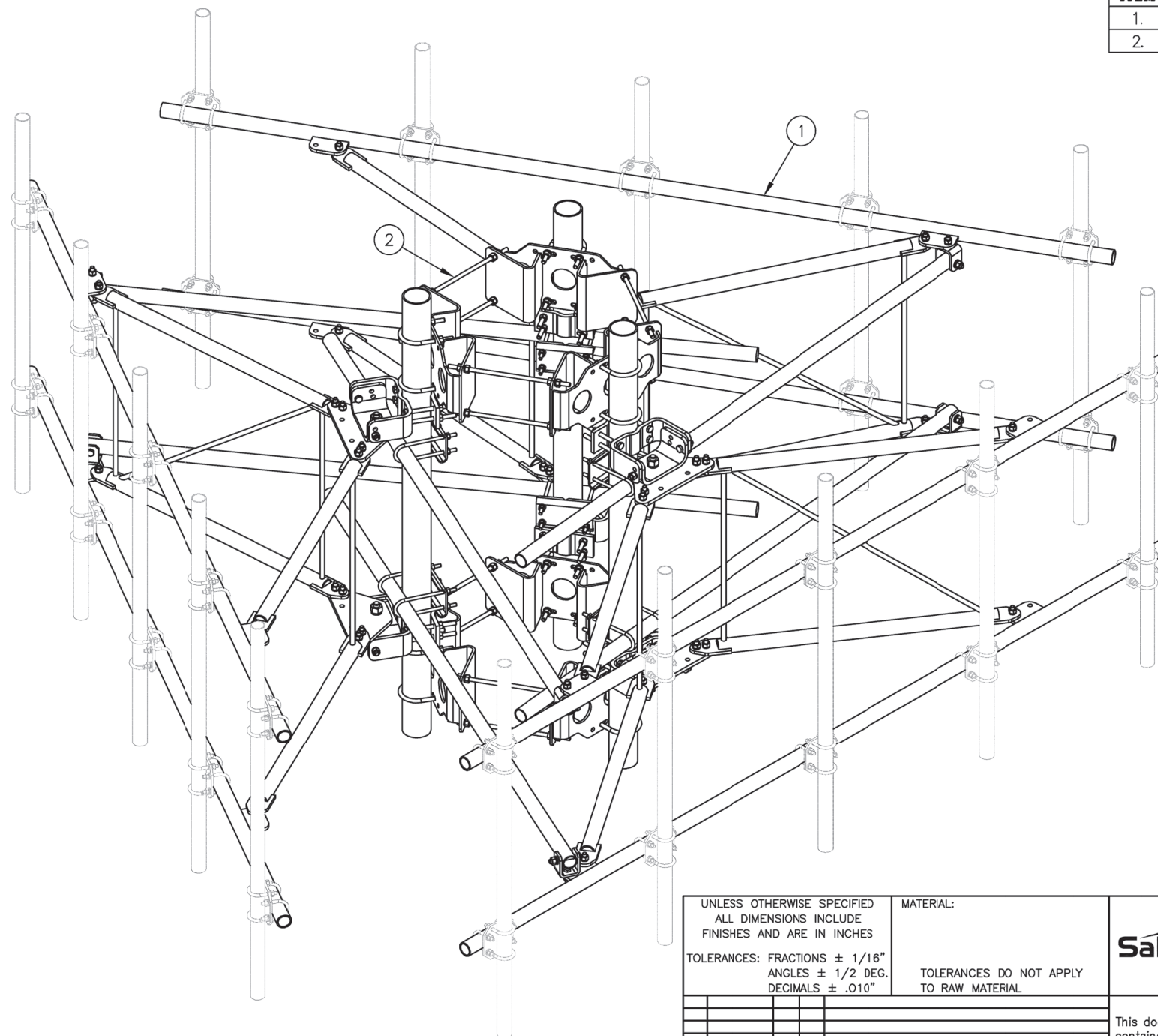
SHEET NUMBER: **C-7.1** REVISION: **1**

C10857803 12' EHD V-BOOM ASSEMBLIES W/TIEBACKS

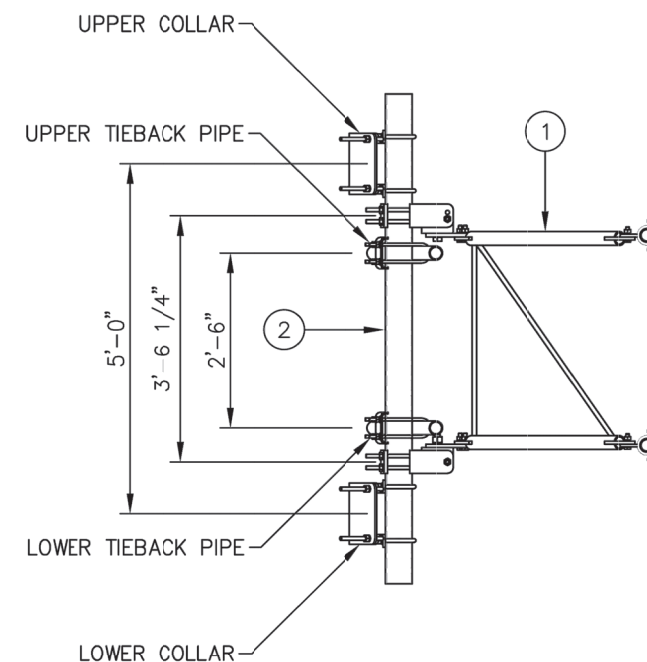
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT
1.	3	C10857007C	12' EHD V-BOOM ASSEMBLY W/TIE BACKS	1533
2.	1	C10899050	4 1/2" O.D. MONOPOLE PIPE MOUNT ASSEMBLY	678
TOTAL WEIGHT				2211

NOTES:

1. MOUNTING PIPES & CROSSOVER PLATE KITS MUST BE PURCHASED SEPARATELY.
2. SEE DRAWING C10857007C FOR 12' V-BOOM ASSEMBLY.
3. SEE DRAWING C10899050 FOR 4 1/2" O.D. MONOPOLE PIPE MOUNT ASSEMBLY.



ISOMETRIC VIEW



VIEW A-A
FROM PAGE 2

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES
TOLERANCES: FRACTIONS ± 1/16"
ANGLES ± 1/2 DEG.
DECIMALS ± .010"

MATERIAL:
TOLERANCES DO NOT APPLY TO RAW MATERIAL



12' EHD V-BOOM ASSEMBLY W/TIEBACK (3' STANDOFF) ON MONOPOLE PIPE MOUNT ASSEMBLY W/NO ANTENNA MOUNTING PIPES

REV	DATE	DRW/CHK	DESCRIPTION

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DATE	09/24/18	SIZE	B	DRAWING NO.	C10857803	REV	0
DRAWN BY	WRF	SCALE	None	PAGE	1	OF 2	
CHECKED BY	WMN						

1 SECTOR MOUNT DETAILS
SCALE: NOT TO SCALE

VERIZON SITE NUMBER:
720957

BU #: 822325
ALGONQUIN PUBLIC WORK
YD

117 WILBRANDT ST
ALGONQUIN, IL 60102

EXISTING 120' MONOPOLE

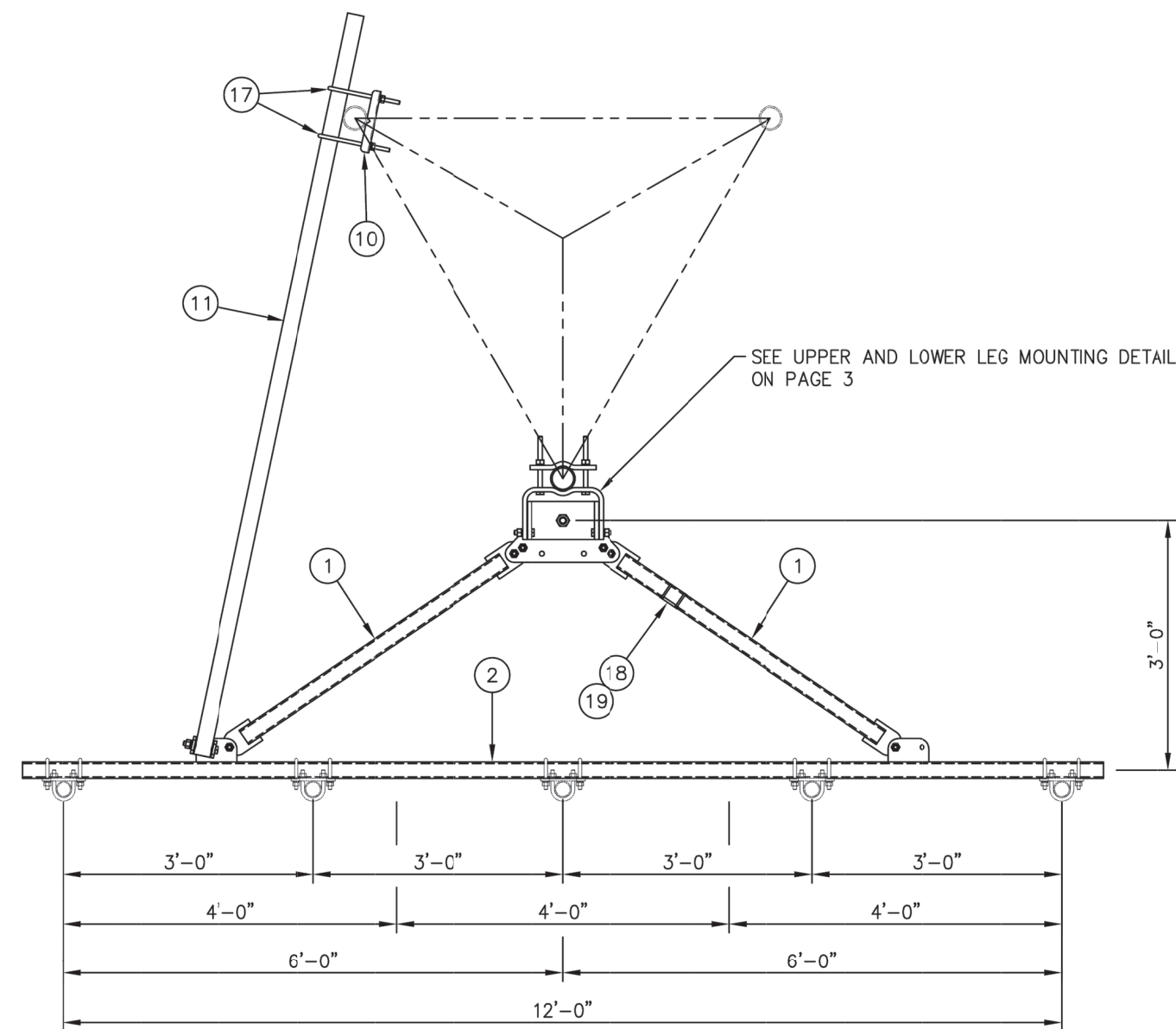
ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
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SHEET NUMBER: **C-7.2** REVISION: **1**



MOUNTING OPTIONS
SHOWING MOUNTING PIPE PLACEMENTS

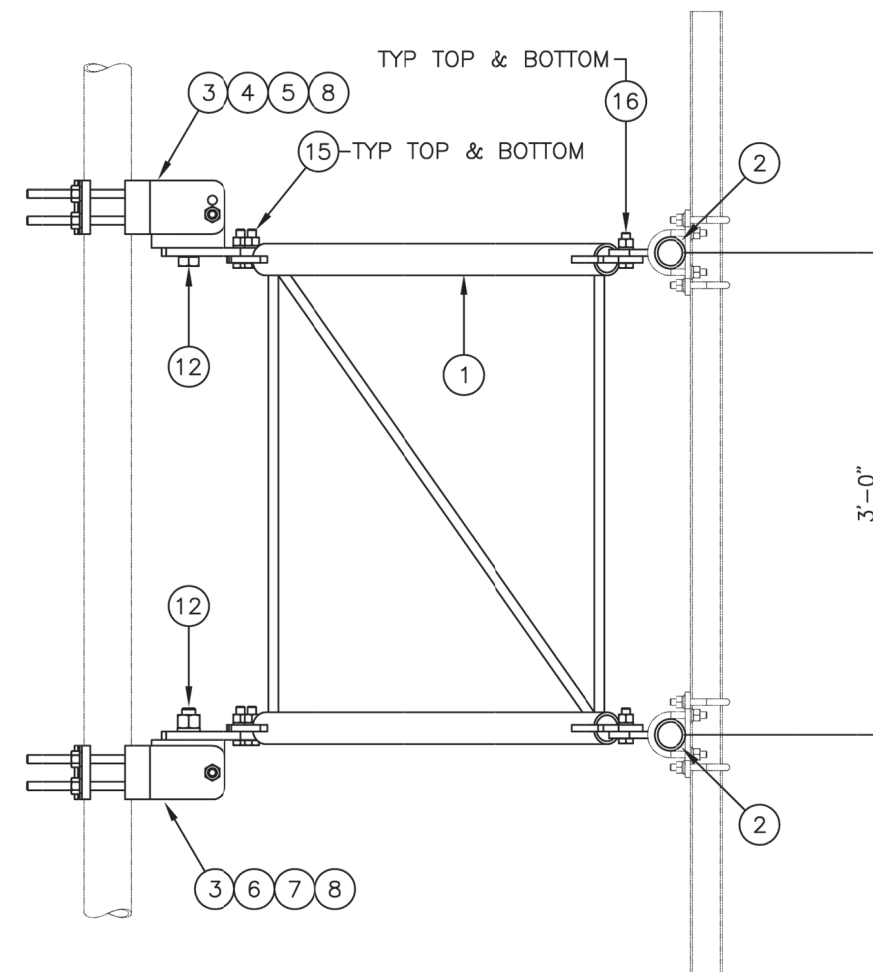
UNLESS OTHERWISE SPECIFIED
ALL DIMENSIONS INCLUDE
FINISHES AND ARE IN INCHES

TOLERANCES: FRACTIONS $\pm 1/16''$
ANGLES $\pm 1/2$ DEG.
DECIMALS $\pm .010''$

MATERIAL:

TOLERANCES DO NOT APPLY
TO RAW MATERIAL

REV	DATE	DRW	CHK	DESCRIPTION
1	10/19/16	KLE	DEL	ADDED INSTALLATION NOTES



SIDE VIEW



12' EHD V-BOOM ASSEMBLY W/TIEBACKS
(3' STANDOFF)
W/NO ANTENNA MOUNTING PIPES

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DATE	02/29/16	SIZE	B	DRAWING NO.	C10857007C	REV	1
DRAWN BY	WRF	SCALE	None	PAGE	2 OF 3		
CHECKED BY	KLE						

1 SECTOR MOUNT DETAILS
SCALE: NOT TO SCALE

VERIZON SITE NUMBER:
720957

BU #: 822325
ALGONQUIN PUBLIC WORK
YD

117 WILBRANDT ST
ALGONQUIN, IL 60102

EXISTING 120' MONOPOLE

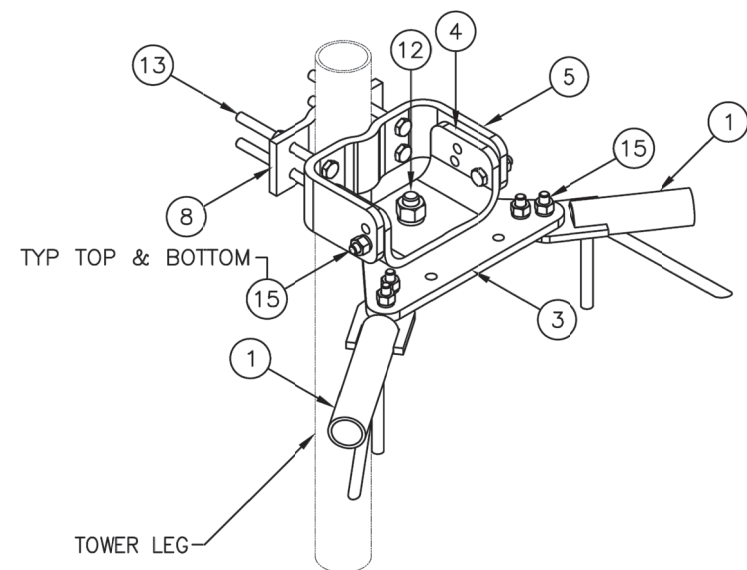
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1	6/27/2023	DJG	RL REVISIONS	AS

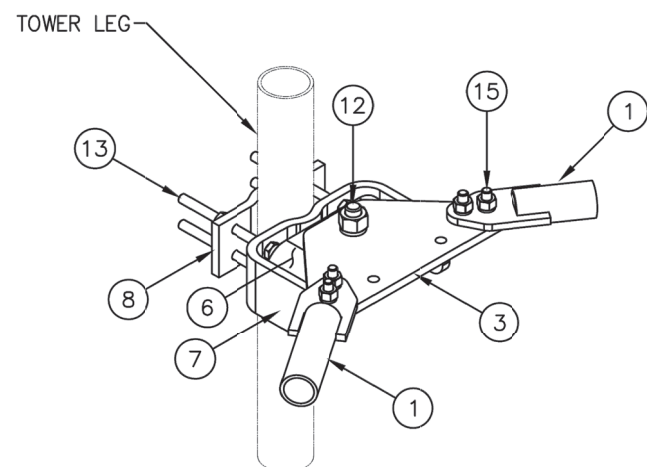


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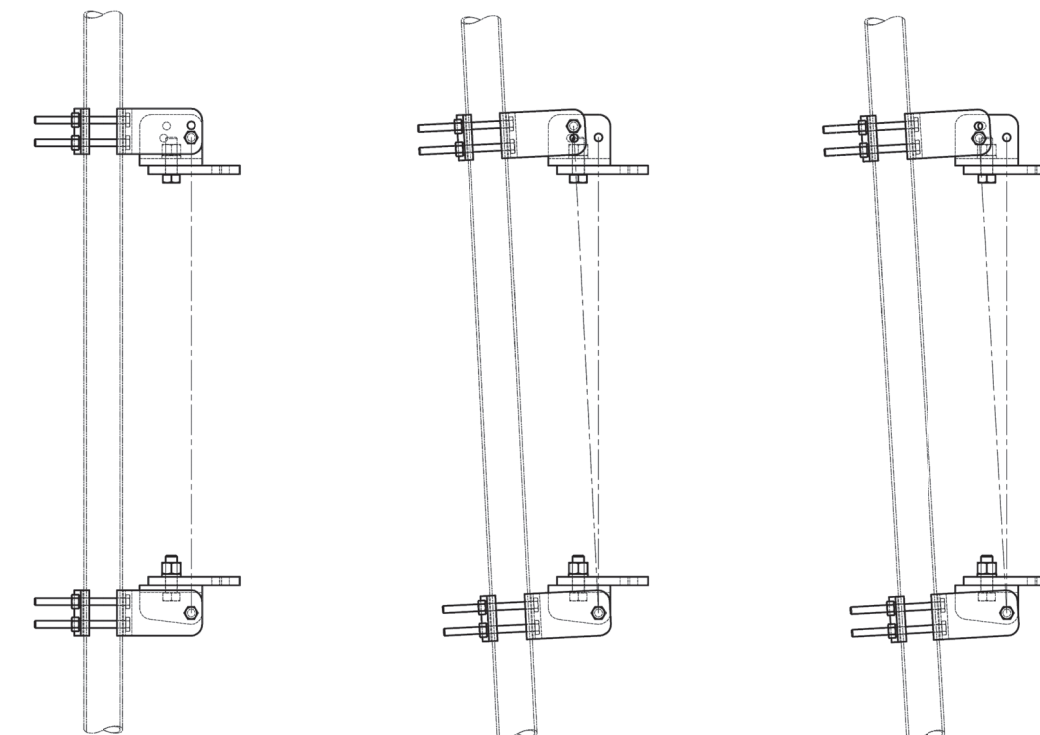
SHEET NUMBER: **C-7.3** REVISION: **1**



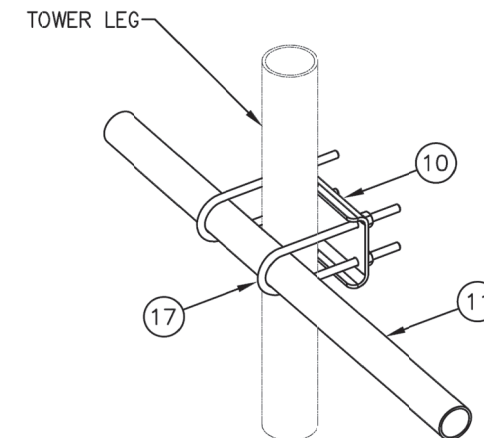
UPPER LEG MOUNTING DETAIL



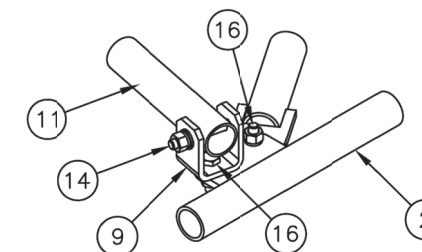
LOWER LEG MOUNTING DETAIL



-----PIVOTING OPTIONS-----



**TIE BACK DETAIL
AT TOWER LEG**



**TIE BACK DETAIL
AT ANTENNA MOUNTING FRAME**

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"		MATERIAL: TOLERANCES DO NOT APPLY TO RAW MATERIAL		<p>12' EHD V-BOOM ASSEMBLY W/TIEBACKS (3' STANDOFF) W/NO ANTENNA MOUNTING PIPES</p>			
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REV	DATE	DRW/CHK	DESCRIPTION	SCALE: None	PAGE: 3 OF 3		

1 SECTOR MOUNT DETAILS
SCALE: NOT TO SCALE

VERIZON SITE NUMBER:
720957

BU #: 822325
ALGONQUIN PUBLIC WORK
YD

117 WILBRANDT ST
ALGONQUIN, IL 60102

EXISTING 120' MONOPOLE

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	11/04/2022	DJG	FINAL	JF
1	6/27/2023	DJG	RL REVISIONS	AS



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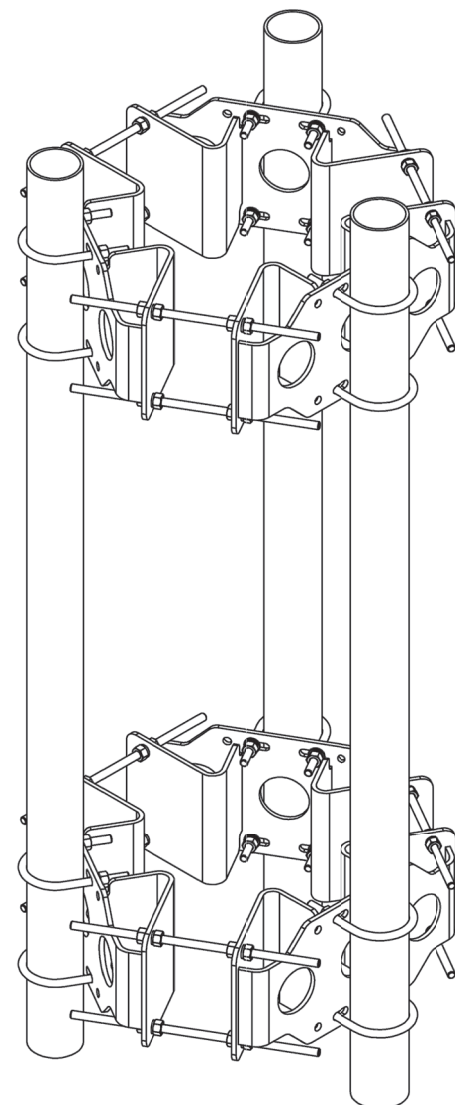


C10899050 4 1/2" O.D. PIPE MOUNT ASSEMBLY

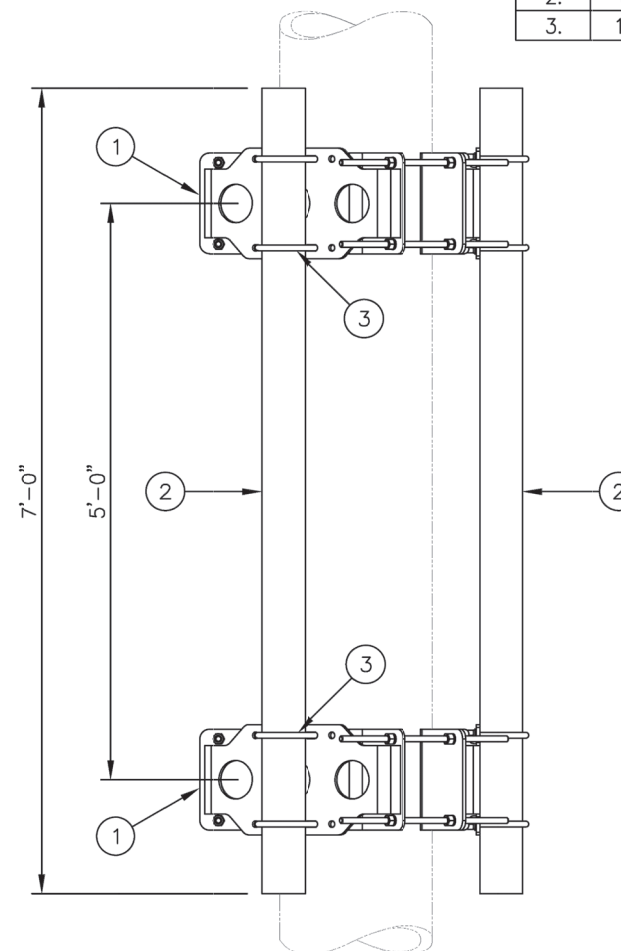
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT
1.	2	C10112377	TRI-COLLAR BRACKET ASSEMBLY	416
2.	3	C10901407	PIPE, 4 1/2 O.D. X .237 X 7'-0	236
3.	12	C40034032	U-BOLT ASSEMBLY, 5/8 ø X 5 3/16 C-C	26
TOTAL WEIGHT				678

NOTE:

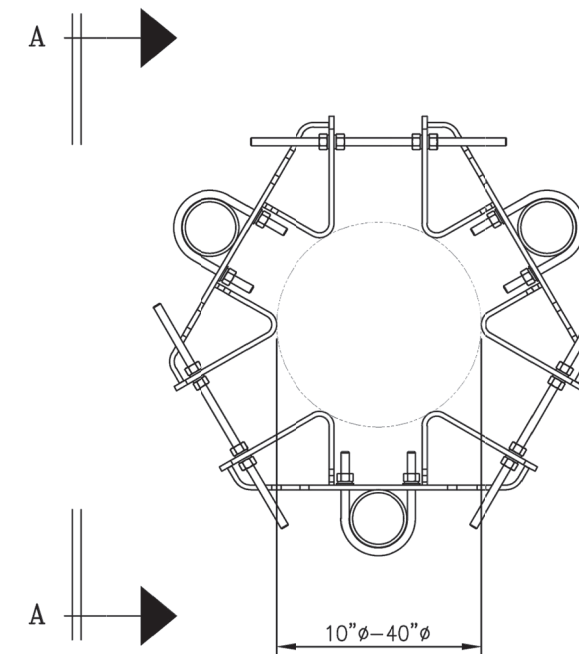
SEE DRAWING C10112377 FOR INSTALLATION OF TRI-COLLAR BRACKET ASSEMBLY



ISOMETRIC VIEW



VIEW A-A



PLAN VIEW

UNLESS OTHERWISE SPECIFIED
ALL DIMENSIONS INCLUDE
FINISHES AND ARE IN INCHES
TOLERANCES: FRACTIONS ± 1/16"
ANGLES ± 1/2 DEG.
DECIMALS ± .010"

MATERIAL:
TOLERANCES DO NOT APPLY
TO RAW MATERIAL



4 1/2" O.D. PIPE MOUNT ASSEMBLY
FOR MONOPOLES
(FITS 10" TO 40" DIAMETER)

REV	DATE	DRW/CHK	DESCRIPTION
1	02/03/17	WRF/KLE	COLLAR WAS C10112300

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DATE	01/26/16	SIZE	B	DRAWING NO.	C10899050	REV	1
DRAWN BY	WRF	SCALE	None	PAGE	1 OF 1		
CHECKED BY	DLW						

1 SECTOR MOUNT DETAILS
SCALE: NOT TO SCALE



1 TOWER PHOTO
SCALE: NOT TO SCALE



2 EXISTING COMPOUND
SCALE: NOT TO SCALE



3 PROPOSED EQUIPMENT LOCATION
SCALE: NOT TO SCALE



4 EXISTING UTILITY EQUIPMENT LOCATION
SCALE: NOT TO SCALE



5 EXISTING TOWER BASE
SCALE: NOT TO SCALE

verizon

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SCHAUMBURG, IL 60173

CROWN CASTLE

9045 RIVER ROAD, SUITE 425
INDIANAPOLIS, IN 46240

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PROJECT #: 56815

VERIZON SITE NUMBER:
720957

BU #: 822325
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YD

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ALGONQUIN, IL 60102

EXISTING 120' MONOPOLE

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
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1	6/27/2023	DJG	RL REVISIONS	AS

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LICENSED PROFESSIONAL ENGINEER
MICHAEL L. PINSKE
082-081932
STATE OF ILLINOIS
Expires: 11/30/23

Michael L. Pinske 6/27/2023

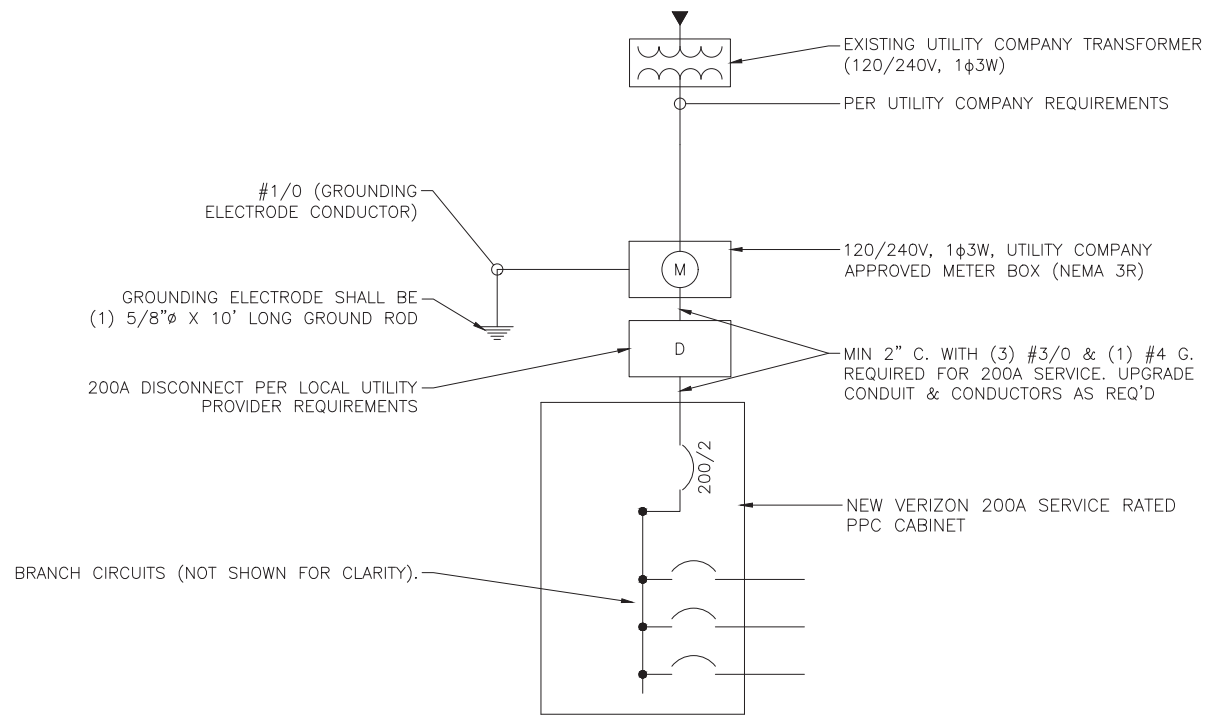
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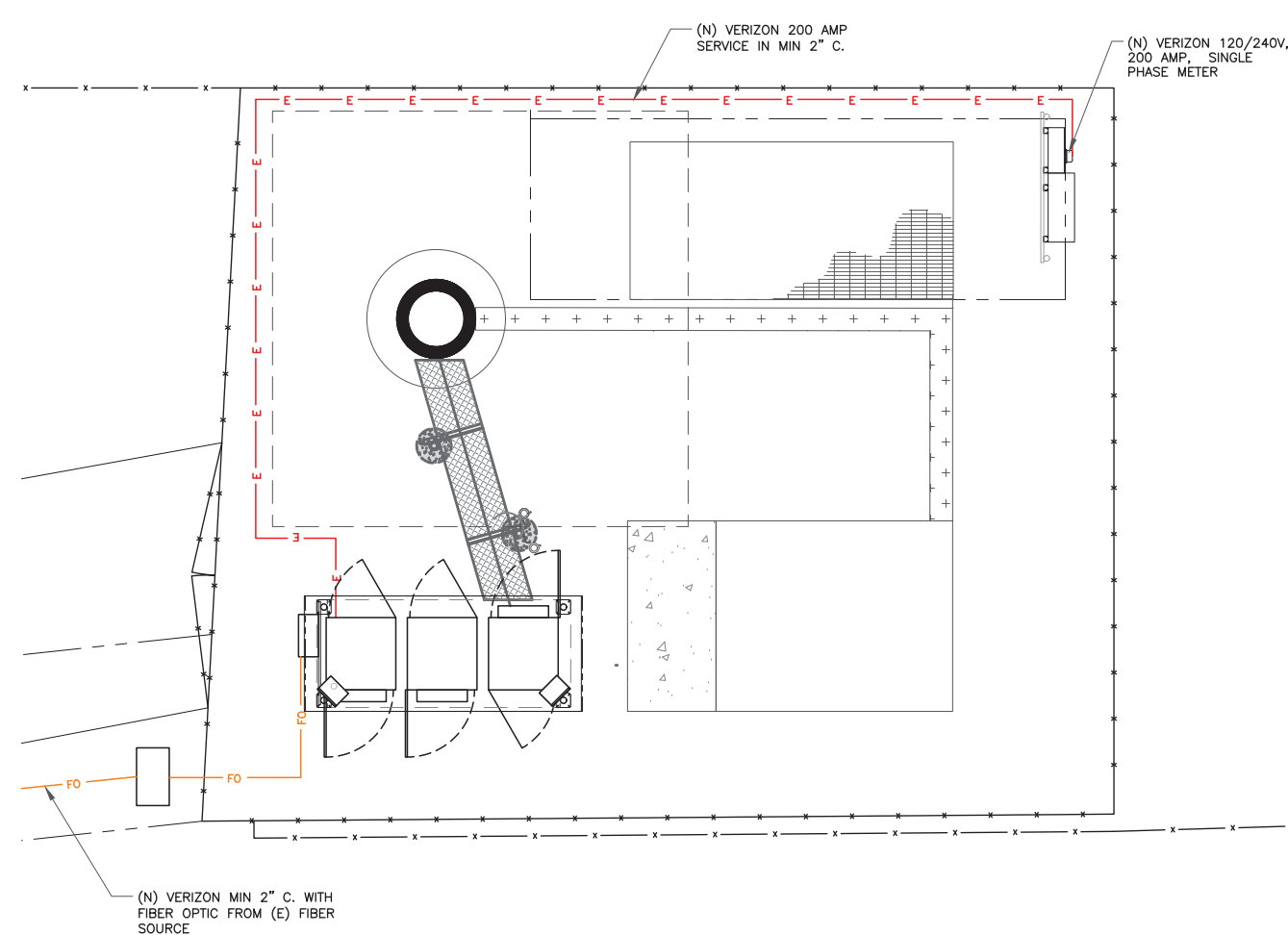
C-8

REVISION:

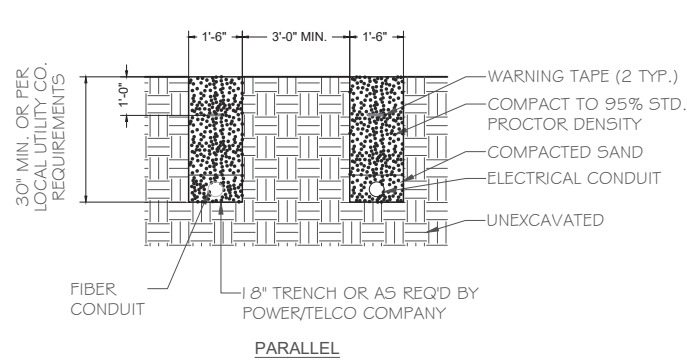
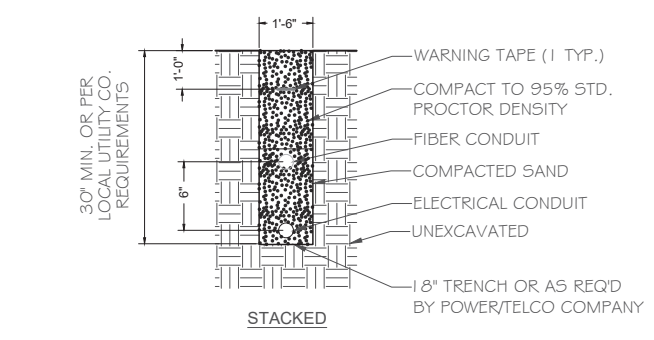
1



1 ONE LINE DIAGRAM
 SCALE: NOT TO SCALE



2 ELECTRIC SITE PLAN
 SCALE: 1/2" = 1'-0" (FULL SIZE)
 1/4" = 1'-0" (11x17)



3 UTILITY TRENCHING DETAIL
 SCALE: NOT TO SCALE

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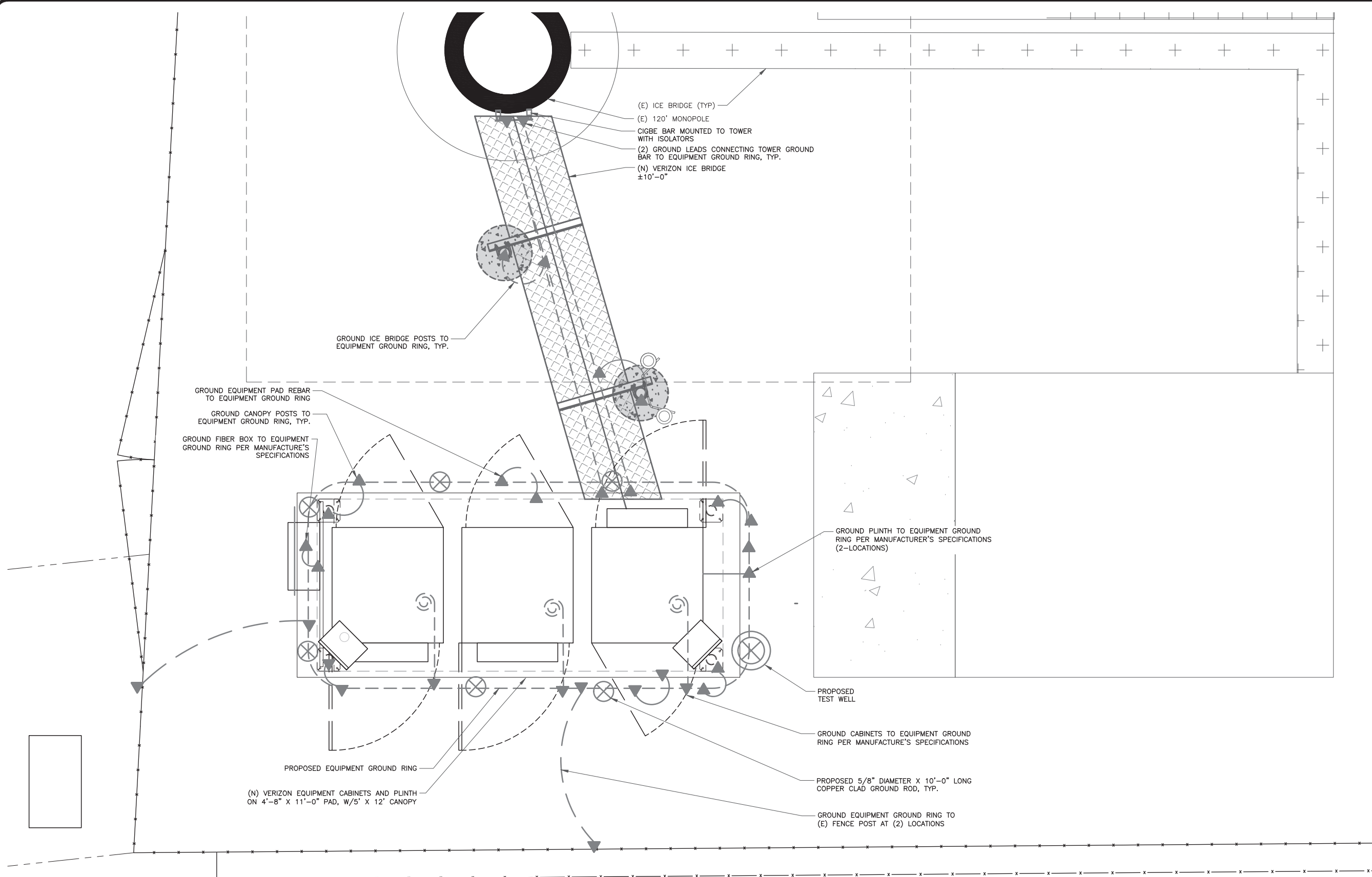
MICHAEL L. PINSKE
 082-081932
 STATE OF ILLINOIS
 LICENSED PROFESSIONAL ENGINEER

Expires: 11/30/23

6/27/2023

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SHEET NUMBER: **E-1** REVISION: **1**



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 PROJECT #: 56815

VERIZON SITE NUMBER:
720957

BU #: **822325**
ALGONQUIN PUBLIC WORK YD

117 WILBRANDT ST
 ALGONQUIN, IL 60102

EXISTING 120' MONOPOLE

ISSUED FOR:

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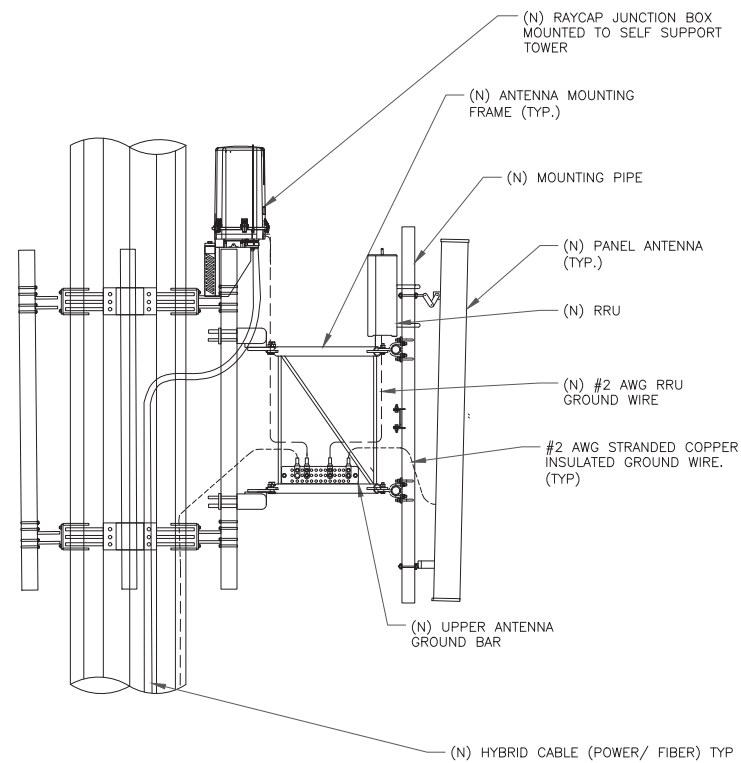
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MICHAEL L. PINSKE
 082-081932
 STATE OF ILLINOIS
 LICENSED PROFESSIONAL ENGINEER

Expiration: 11/30/23

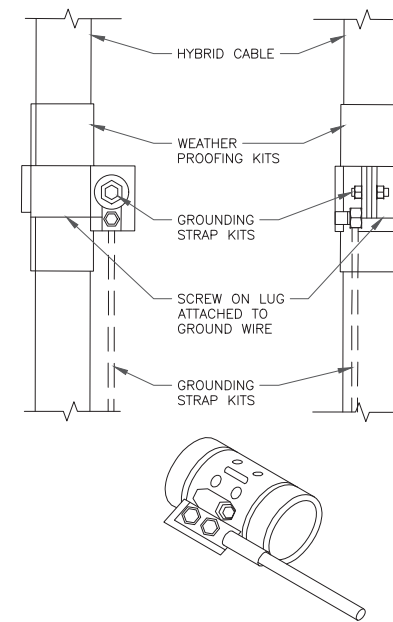
Michael L. Pinske 6/27/2023

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1 (N) EQUIPMENT GROUNDING DETAIL
SCALE: NOT TO SCALE

NOTES:
G.C. TO GROUND ALL (N) COMPONENTS TO EXISTING GROUNDING SYSTEM.
ALL RRU/RAYCAP PIPE MOUNTS MUST BE LOCATED NO FARTHER THAN 8" AWAY FROM THE ENDS OF THE PLATFORM
EXISTING/(N) ANTENNA & RRU ORIENTATION MAY BE DIFFERENT THAN DETAIL SHOWN.
CONTRACTOR SHALL USE LOW PIM DEVICES WITHIN 10' OF ANTENNAS WHERE EXTERNAL PIM CAN INTERFERE WITH WIRELESS SIGNAL RECEPTION.



2 COAX/HYBRID CABLE GROUND KIT DETAIL
SCALE: NOT TO SCALE

NOTES:
• DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
• THIS DETAIL IS TYPICAL FOR EACH COAX/HYBRID CABLE WHERE IT IS SPECIFIED TO BE GROUNDED.
• CABLE TO BE GROUNDED AT ANTENNA LEVEL AND PRIOR TO ENTERING SHELTER ENTRY PANEL.
• CABLE ALSO TO BE GROUNDED TO GROUND BAR AT TOWER BASE IF APPLICABLE.
• USE ONLY TIN PLATED GROUND KITS.

3 NOT USED
SCALE: NOT TO SCALE

4 NOT USED
SCALE: NOT TO SCALE

verizon

1515 E. WOODFIELD ROAD
SCHAUMBURG, IL 60173

CROWN CASTLE

9045 RIVER ROAD, SUITE 425
INDIANAPOLIS, IN 46240

RAMAKER
employee-owned

(608) 643-4100 www.ramaker.com
PROJECT #: 56815

VERIZON SITE NUMBER:
720957

BU #: **822325**
ALGONQUIN PUBLIC WORK YD

117 WILBRANDT ST
ALGONQUIN, IL 60102
EXISTING 120' MONOPOLE

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES/QA
0	11/04/2022	DJG	FINAL	JF
1	6/27/2023	DJG	RL REVISIONS	AS

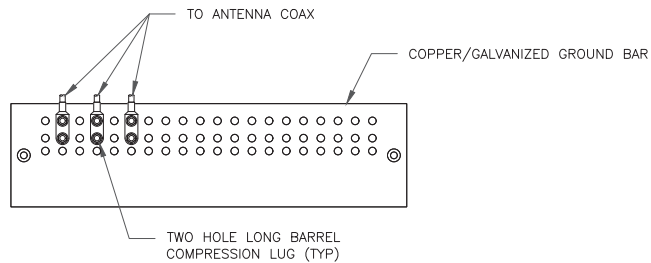
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Illinois.

LICENSED PROFESSIONAL ENGINEER
MICHAEL L. PINSKE
082-081932
STATE OF ILLINOIS
Expires: 11/30/23

Michael L. Pinsky 6/27/2023

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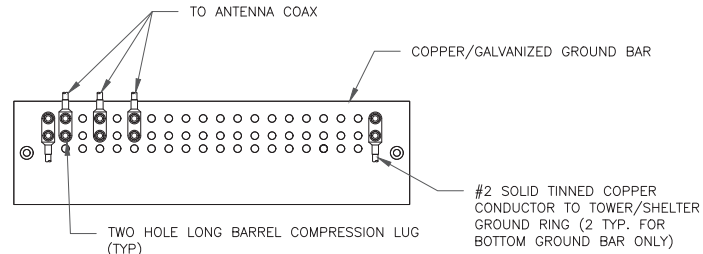
SHEET NUMBER: **G-2** REVISION: **1**



NOTES:

- DOUBLING UP "OR STACKING" OF CONNECTIONS IS NOT PERMITTED.
- EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
- GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO ANTENNA MOUNT STEEL.

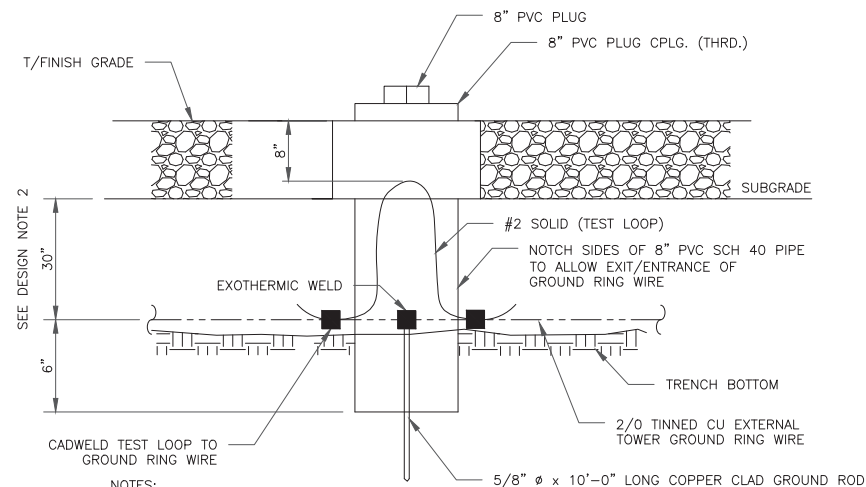
1 ANTENNA SECTOR GROUND BAR DETAIL
SCALE: NOT TO SCALE



NOTES:

- EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
- GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO TOWER STEEL (TOWER ONLY).
- GROUND BAR SHALL BE ISOLATED FROM BUILDING OR SHELTER.

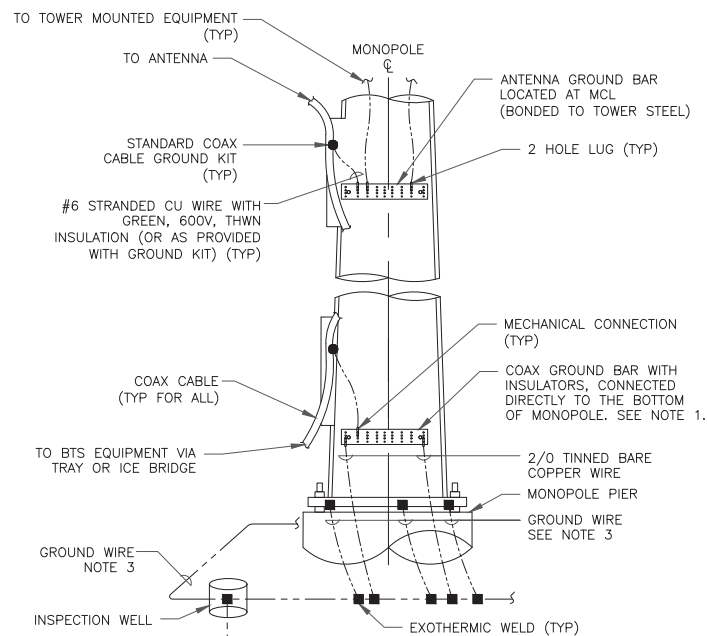
2 TOWER/SHELTER GROUND BAR DETAIL
SCALE: NOT TO SCALE



NOTES:

- GROUND ROD SHALL BE DRIVEN VERTICALLY, NOT TO EXCEED 45 DEGREES FROM THE VERTICAL
- GROUND WIRE SHALL BE MIN. 30" BELOW GRADE OR 6" BELOW FROST LINE. (WHICH EVER IS GREATER) AS PER N.E.C. ARTICLE 250-50(D)

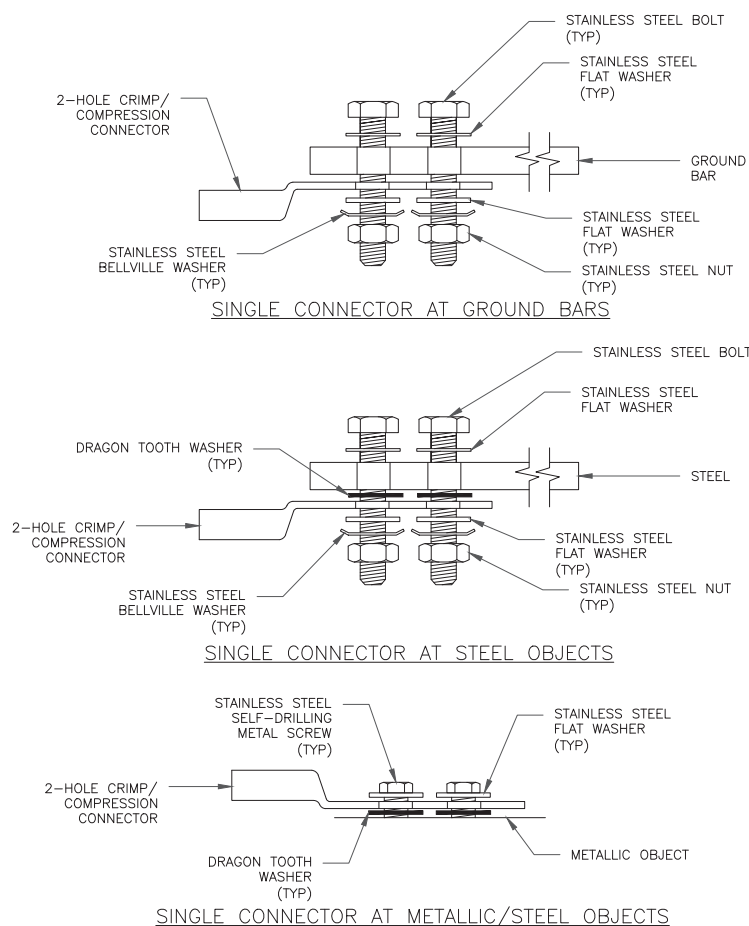
3 INSPECTION WELL DETAIL
SCALE: NOT TO SCALE



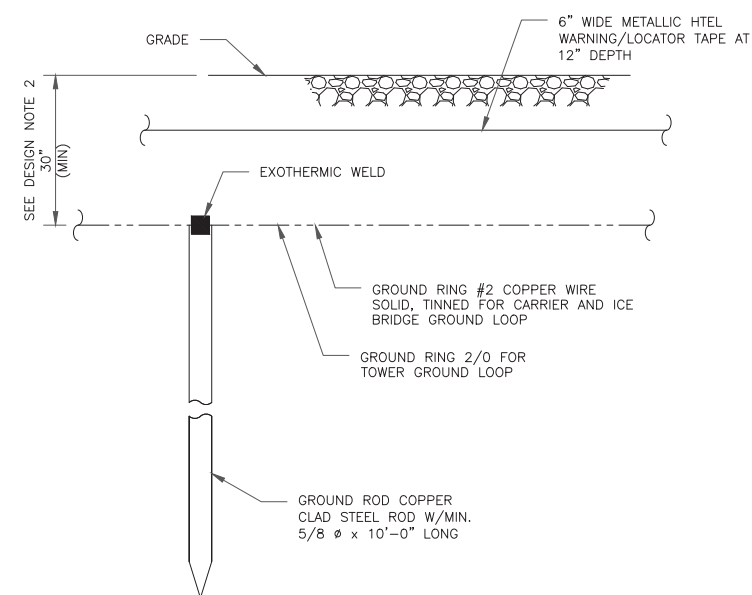
NOTES:

- NUMBER OF GROUNDING BARS MAY VARY DEPENDING ON THE TYPE OF TOWER, ANTENNA LOCATIONS AND CONNECTION ORIENTATION. COAXIAL CABLES EXCEEDING 200 FEET ON THE TOWER SHALL HAVE GROUND KITS AT THE MIDPOINT. PROVIDE AS REQUIRED.
- ONLY MECHANICAL CONNECTIONS ARE ALLOWED TO BE MADE TO CROWN CASTLE USA INC. TOWERS. ALL MECHANICAL CONNECTIONS SHALL BE TREATED WITH AN ANTI-OXIDANT COATING.
- ALL TOWER GROUNDING SYSTEMS SHALL COMPLY WITH THE REQUIREMENTS OF THE RECOGNIZED EDITION OF ANSI/TIA 222 AND NFPA 780.

4 TYPICAL ANTENNA CABLE GROUNDING
SCALE: NOT TO SCALE



5 HARDWARE DETAIL FOR EXTERIOR CONNECTIONS
SCALE: NOT TO SCALE



NOTES:

- GROUND ROD SHALL BE DRIVEN VERTICALLY, NOT TO EXCEED 45 DEGREES FROM THE VERTICAL
- GROUND WIRE SHALL BE MIN. 30" BELOW GRADE OR 6" BELOW FROST LINE. (WHICH EVER IS GREATER) AS PER N.E.C. ARTICLE 250-50(D)

6 GROUND ROD DETAIL
SCALE: NOT TO SCALE

verizon

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CROWN CASTLE

9045 RIVER ROAD, SUITE 425
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RAMAKER
employment-solutions

(608) 643-4100 www.ramaker.com
PROJECT #: 56815

VERIZON SITE NUMBER:
720957

BU #: 822325
ALGONQUIN PUBLIC WORK
YD

117 WILBRANDT ST
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EXISTING 120' MONOPOLE

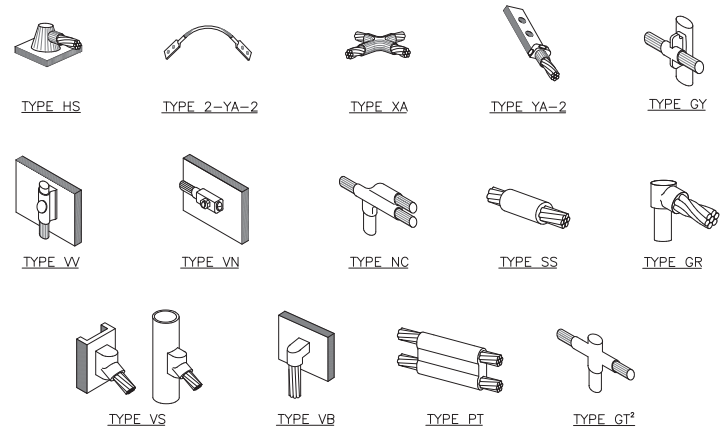
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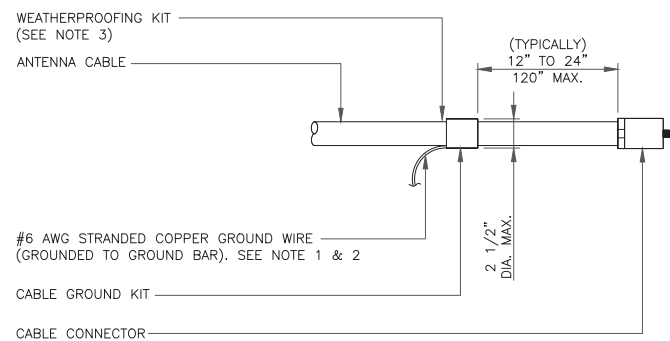
SHEET NUMBER: **G-3** REVISION: **1**



NOTE:

1. ERICO EXOTHERMIC "MOLD TYPES" SHOWN HERE ARE EXAMPLES. CONSULT WITH CONSTRUCTION MANAGER FOR SPECIFIC MOLDS TO BE USED FOR THIS PROJECT.
2. MOLD TYPE ONLY TO BE USED BELOW GRADE WHEN CONNECTING GROUND RING TO GROUND ROD.

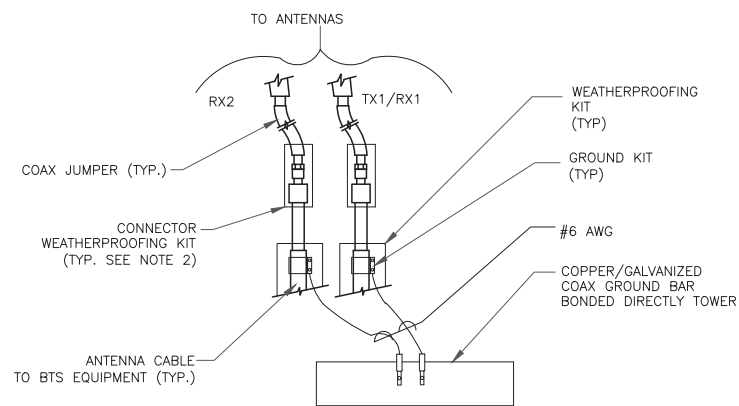
1 CADWELD GROUNDING CONNECTIONS
SCALE: NOT TO SCALE



NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
2. GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
3. WEATHER PROOFING SHALL BE TWO-PART TAPE KIT. COLD SHRINK SHALL NOT BE USED.

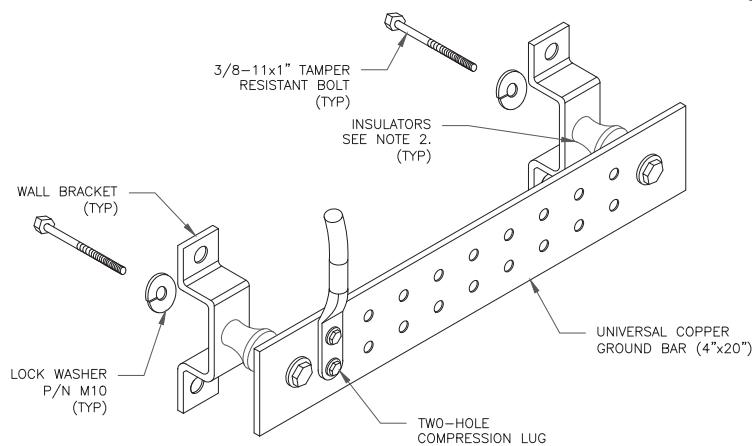
3 CABLE GROUND KIT CONNECTION
SCALE: NOT TO SCALE



NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO ANTENNA GROUND BAR.
2. WEATHER PROOFING SHALL BE TWO-PART TAPE KIT. COLD SHRINK SHALL NOT BE USED.

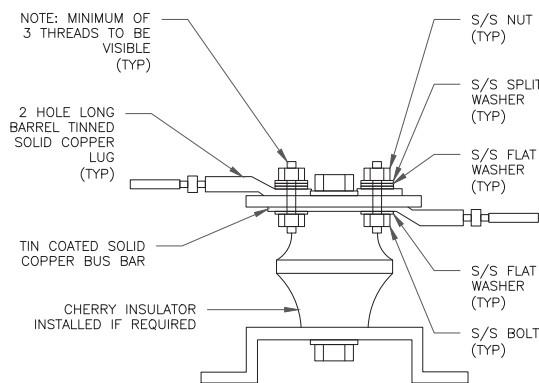
4 GROUND CABLE CONNECTION
SCALE: NOT TO SCALE



NOTES:

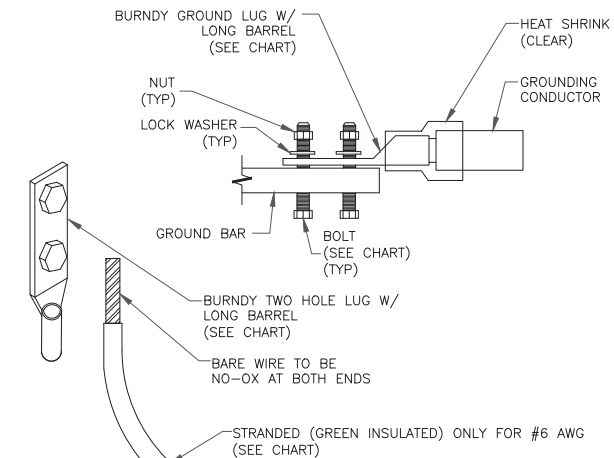
1. DOWN LEAD (HOME RUN) CONDUCTORS ARE NOT TO BE INSTALLED ON CROWN CASTLE USA INC. TOWER, PER THE GROUNDING DOWN CONDUCTOR POLICY GAS-STD-10091. NO MODIFICATION OR DRILLING TO TOWER STEEL IS ALLOWED IN ANY FORM OR FASHION. CAD-WELDING ON THE TOWER AND/OR IN THE AIR ARE NOT PERMITTED.
2. OMIT INSULATOR WHEN MOUNTING TO TOWER STEEL OR PLATFORM STEEL. USE INSULATORS WHEN ATTACHING TO BUILDING OR SHELTERS.

6 GROUND BAR DETAIL
SCALE: NOT TO SCALE



7 LUG DETAIL
SCALE: NOT TO SCALE

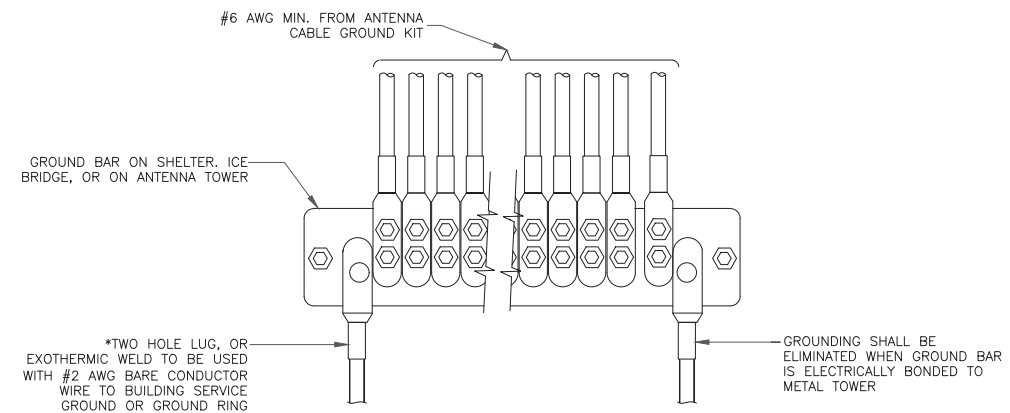
WIRE SIZE	BURNDY LUG	BOLT SIZE
#6 AWG GREEN INSULATED	YA6C-2TC38	3/8" - 16 NC S 2 BOLT
#2 AWG SOLID TINNED	YA3C-2TC38	3/8" - 16 NC S 2 BOLT
#2 AWG STRANDED	YA2C-2TC38	3/8" - 16 NC S 2 BOLT
#2/0 AWG STRANDED	YA26-2TC38	3/8" - 16 NC S 2 BOLT
#4/0 AWG STRANDED	YA28-2N	1/2" - 16 NC S 2 BOLT



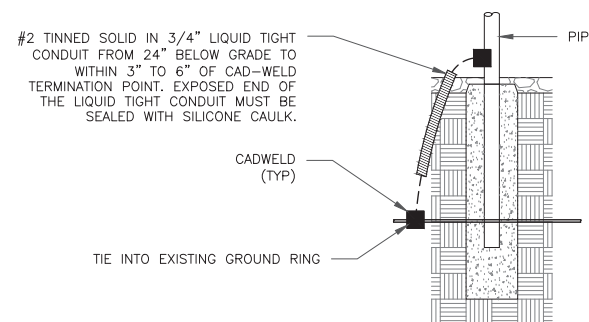
NOTES:

1. ALL GROUNDING LUGS ARE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ALL HARDWARE BOLTS, NUTS, LOCK WASHERS SHALL BE STAINLESS STEEL. ALL HARDWARE ARE TO BE AS FOLLOWS: BOLT, FLAT WASHER, GROUND BAR, GROUND LUG, FLAT WASHER AND NUT.

2 MECHANICAL LUG CONNECTION
SCALE: NOT TO SCALE



5 GROUNDWIRE INSTALLATION
SCALE: NOT TO SCALE



8 TRANSITIONING GROUND DETAIL
SCALE: NOT TO SCALE



VERIZON SITE NUMBER:
720957

BU #: **822325**

ALGONQUIN PUBLIC WORK YD

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EXISTING 120' MONOPOLE

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SHEET NUMBER: G-4	REVISION: 1
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VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: July 3, 2023

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Acceptance of Lots 24-29 in Algonquin Corporate Campus Phase 3*

Please see the attached resolution for acceptance of Lots 24-29 in the Algonquin Corporate Campus. Public Works has been working with Plote to gain ownership of these lots due to their ecological significance.

When the subdivision was approved, these lots were put into the ownership of the business association. The lots consist of Woods Creek and the adjacent riparian area, several naturalized detention basins and a large naturally occurring wetland. These areas are the headwater of the Woods Creek corridor and, therefore, can have some of the largest impacts on the quality of the creek. With our long term efforts in restoring the creek, and the amount of time and money we have spent downstream in restoration, it is the Village's best interest to own, and be in control of, the upstream portions of the creek to assure they are taken care of and protected properly.

At this time, we will continue to maintain the areas as they have been anticipating that these will be restoration projects sometime in the future.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for ownership acceptance of Lots 24-29 in Algonquin Corporate Campus Phase 3

Algonquin Corporate Campus Phase 3 Parcel Acquisition Map



Resolution 2023 - R - _____

*A Resolution Authorizing the Acceptance
of a Donation of Real Property From
Algonquin Corporate Campus, Phase III Owners' Association to the Village of Algonquin*

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

WHEREAS, Algonquin Corporate Campus, Phase III Owners' Association ("Association") is the owner of Lots 24 through 29 in the Algonquin Corporate Campus-Phase 3 Subdivision that contain approximately 22.46 acres ("Property") in the Village of Algonquin; and

WHEREAS, the Village will establish the Property as a natural area in the Algonquin Corporate Campus-Phase 3 Subdivision and the Association wishes to convey and transfer to the Village all of the right, title and interest to the Property; and

WHEREAS, the corporate authorities of the Village are ready and willing to accept the conveyance of the Property, subject to the conditions below.

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

Subject to the Amendment to Certain Declaration of Easements and Protective Covenants, Conditions and Restrictions for Algonquin Corporate Campus – Phase III Subdivision relative to Lots 24 through 29 and any other requirements to convey clear title to the Village, the President and Clerk are authorized to execute any and all other documents necessary and appropriate to effect the acquisition of the Property and any action taken as of the date of this Resolution is hereby ratified.

Passed this _____ day of _____, 2023.

(SEAL)

APPROVED:

ATTEST:

Village President Debby Sosine

Village Clerk Fred Martin



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

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

DATE: July 11, 2023

TO: Tim Schloneger, Village Manager
Nadim Badran, Public Works Director

FROM: Jason Schutz, Utilities Superintendent

SUBJECT: Load, Transport and Land Application of Biosolids

We are seeking the support of the Committee of the Whole and Village Board to execute a professional services agreement with Synagro Central, LLC to provide transportation and land application of the approximately 3,800 square cubic yards of biosolids produced annually by our Wastewater Treatment Facility. Per the Agreement, the unit cost will be \$25.81 per square cubic yard of biosolids. Based on our historical rate of production, we can expect an annual expenditure of \$98,078.00. The Sewer Division has \$134,000.00 budgeted for FY23/24 as noted in Account 07800400-42262 of the Sewer Division's Operations & Maintenance Budget. Additional funds are to accommodate for harsh winter operations, frozen farm fields, and the necessity to dispose of biosolids by landfill rather than by land application to farm fields. Added disposal costs may include tipping fees at the landfill as well as a fuel surcharge if the price of Retail On-Highway Diesel exceeds \$5.50 per gallon. For every \$.05/gallon over \$5.50/gallon we would see an increase of .5% added to the base price of \$25.81. We fully expect to be within the approved budget for biosolids disposal.

Synagro is very aware of the Villages requirements and operations. Therefore, it is the recommendation of Public Works to move forward in the execution of this Agreement, for a term of two years. I am available to answer any questions, and look forward to having the opportunity to present this information to you.

May 30, 2023

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

RE: Load, Transport and Land Application of Biosolids

Mr. Schutz & Mr. Hall

Synagro is pleased to submit this proposal for the loading, transportation, and land application of biosolids for the Village of Algonquin, Illinois. The new pricing is as follows:

Price:

Without Prevailing Wage for personnel operating on-site:

- **Year 1:** The Cubic Yard Price shall be **\$25.81 per cubic yard** of material.
- **Year 2:** The Cubic Yard Price shall remain **\$25.81 per cubic yard** of material.

Fuel Note: All Agreement Prices shall be adjusted monthly for a fuel surcharge (“Fuel Surcharge Adjustment”) to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration – Midwest PADD 2) is at, or exceeds, \$5.50 per gallon (Base Price).

Fuel Surcharge: The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – Midwest PADD 2 as published by the U.S. Department of Energy’s Energy Information Administration and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month beginning with the second calendar month following the Commencement of Services and shall be adjusted as of the first day of each month. Fuel Surcharge Adjustment will then be applied as follows:



Diesel Price \$/Gallon - Note1	Fuel Surcharge Adjustment %
< \$(Base Price)	None
Base Price to Base Price plus \$.049	0.5 %
Base Price plus \$0.05 to Base Price plus \$0.099	1.0 %
Base Price plus \$0.1 to Base Price plus \$0.149	1.5 %

*For each \$0.05/gallon increase thereafter add 0.5%

Example: Base Price = \$5.50 / Gallon

Diesel Price \$/Gallon - Note1	Fuel Surcharge Adjustment %
≤ \$5.50 (Base Price)	None
\$5.51 - \$5.549	0.5 %
\$5.55 - \$5.599	1.0 %
\$5.60 - \$5.649	1.5 %

Prevailing Wage: The Illinois Department of Labor (“IDOL”), is considering, or is in the process of expanding, the scope of work to which prevailing wages apply. The proposed expansion specifically targets work that is the same or similar to the work for which pricing is being solicited. Should IDOL clarify that the work identified in this contract and bid is indeed subject to new Illinois Prevailing Wage requirements, Parties agree to immediately amend the agreement to reflect the higher rate from and after such clarification and, if such clarification is retroactively applied by the IDOL, retroactively apply difference between the non-prevailing wages and posted prevailing wages for all periods to which IDOL retroactively applies such newly expanded scope.

Terms: Definitive payment terms (30 days), relief for force majeure/uncontrollable circumstances, change in law, and compensation for early termination may apply.

Disposal: Price does not include transportation to landfill or landfill tip fees



Our proposal is delivered in good faith, and we are prepared to enter a mutually acceptable contract. Please note that this proposal is based on Synagro's standard terms and conditions and shall be strictly non-binding upon Synagro until all parties execute a binding contract. This proposal shall not obligate Synagro to negotiate an agreement and any of the terms of the contract shall be subject to Synagro's approval, at its discretion. Pricing valid for 30 days and may vary until the final scope is determined and the contract is signed.

We appreciate the opportunity to submit this proposal for your consideration and look forward to the opportunity to provide our services. Should you have any questions, please contact me.

Sincerely,

Will Walker

Will Walker

Synagro Area Sales Manager

Cell: 224-242-0666

Email: wwalker@synagro.com



VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - VENDOR (Services)

Effective Date: June 1, 20 23		Purchase Order No.	
Project: Materials Management - Biosolids Hauling and Land Application		Location: Algonquin WWTP - 125 Wilbrandt Road	
Originating Department:			
Owner	Consultant/Vendor	Developer	
Village of Algonquin Address: 2200 Harnish Dr Algonquin, IL 60102 Phone: 847-658-2700 Fax: 847-658-2754 Contact:	Name: Synagro Central, LLC Address: 435 Williams Court Baltimore, MD 21220 Phone: Fax: Contact:	(where applicable) Phone: Fax: Contact:	

COST OF WORK

The Contract Price of the Work under this Purchase Agreement is: \$ _____

SCOPE OF WORK:

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

General Contract, dated June 1, 20 23
 Specification No(s): _____, dated _____, 20__
 Plans dated : _____
 Addendum No(s): _____
 Other: This is for a 2 year contract and Fuel Surcharge Adjustment applies as shown in attached proposal

The Scope of the Work and prices under this Purchase Agreement are for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM	EXTENSION
\$25.81	Sq. Cubic Yard	Load, Transport, and land apply cake biosolids from Customer Facility to permitted land	\$ NOT TO EXCEED	\$
			TOTAL	\$ TBD

NOTES:

- 1) The SCOPE OF WORK shall not be changed without written agreement between the Consultant/Vendor and the Owner. Payment is based upon the attached Schedule of values and reimbursables.
- 2) No work beyond the SCOPE OF WORK shall be undertaken until written authorization is received from the Owner. Consultant/Vendor shall notify the Owner when the value of the Services performed equals eighty percent (80%) of the Contract Sum, at which point the Owner, Developer and Consultant/Vendor shall determine the time remaining on the Project for which Consultant/Vendor Services are or may be required, and the sufficiency of the Developer escrow account regarding payment for such Services.

WARRANTIES and INDEMNIFICATION

Consultant/Vendor agrees to employ the skill and efforts of a professional engineer in this area. CONSULTANT/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions attached hereto.

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE OWNER AND CONSULTANT/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.

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.

CONSULTANT/VENDOR:

OWNER:
Village of Algonquin

By: _____
 Representative of Vendor authorized to execute Purchase Agreement

By: _____
 Title: _____
 Dated: _____

SUPPLEMENTAL CONDITIONS

1. **Acceptance of Purchase Agreement:** The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Consultant/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, and in any event, shall be deemed accepted in its entirety by Consultant/Vendor unless the 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 the 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:** Consultant/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 as they relate to Consultant/Vendor's Services under this Purchase Agreement. Consultant/Vendor represents to the 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. Consultant/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Consultant/Vendor, its agents or employees.
4. **Safety:** Insofar as jobsite safety is concerned, the Consultant/Vendor is responsible solely for its own and its employees' activities on the jobsite, but this shall not be construed to relieve the Owner or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of the Consultant/Vendor, nor the presence of the Consultant/Vendor or its employees and subcontractors, shall be construed to imply the Consultant/Vendor has any responsibility for the methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite by others.
5. **Extra's and Change Orders:** No claim by Consultant/Vendor that any instructions, by drawing or otherwise, constitute a change in Consultant/Vendor's performance hereunder, for which Consultant/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of the Owner by a person have actual authority to do so.
6. **Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Consultant/Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.
7. **Taxes:** This project is tax exempt. The Owner's tax-exempt number is E 9995 0855 05.
8. **Payment:** The Owner will make partial payments to the Consultant/Vendor from time to time for Services performed by the Consultant/Vendor. Provided, however, in no event shall the Owner be obligated to pay Consultant/Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Consultant/Vendor shall invoice Owner monthly on a time and materials basis in the amount(s) and at the rate(s) set forth in the attached Schedule. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Consultant/Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Consultant/Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Purchase Agreement shall be paid by the Owner to Consultant/Vendor within Net 30 payment terms after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner.
9. **Consultant/Vendor Warranty:** Consultant/Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Purchase Agreement and in connection with the performance of such duties. All Services performed by Consultant/Vendor pursuant to this Purchase Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations, and shall conform to the *Village's 2006 Contractual Inspection Services Guide* and any specifications and drawings applicable to this Purchase Agreement.

10. Insurance:

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

10.2 Consultant/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 Consultant/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Consultant/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: Consultant/Vendor hereby agrees to indemnify, and hold the Owner directors, officers, employees, agents, successors and assigns (the "Indemnitees") 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 Consultant/Vendor, its agents, employees, subcontractors, successors and assigns. In any and all claims against the Owner or any of its agents or employees, by any employee of Consultant/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 Consultant/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant/Vendor assumes the entire liability for its own negligence, and as part of this Purchase Agreement waives all defenses available to Consultant/Vendor as an employer which limit the amount of Consultant/Vendor's liability to the Owner to the amount of Consultant/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

12. Term and Termination: Either party must provide a minimum 30-day notice of cancellation of contract for convenience. Furthermore, if the City exercises its discretionary right to terminate for convenience, the City will pay Contractor for reasonable expenses incurred because of early termination. These expenses include, actual direct costs of demobilization, and costs to terminate equipment leases.

13. Remedies: Consultant/Vendor shall, for the duration of this Purchase Agreement, at the discretion of the Owner and at the expense of Consultant/Vendor, undertake or re-do any and all faulty or imperfect Services furnished or performed by Consultant/Vendor thereunder. In the event Consultant/Vendor fails to perform under this Purchase Agreement, it will be in default and the Owner may furnish or perform the same and recover from Consultant/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing such services, inspections, testings and reasonable attorneys fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner.

14. Compliance With Laws: During the performance hereunder, Consultant/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, the Owner shall not be responsible for monitoring Consultant/Vendor's compliance with any Laws or Regulations.

15. 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.

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

17. Assignment: Neither party shall assign this Purchase Agreement without written consent of the other, which consent shall not be unreasonably withheld, except that Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Consultant/Vendor to the Developer/Owner (if any) identified in this Purchase Agreement.

18. **Limitation Of Liability:** Request that this be Mutual Limitation of Liability and that both parties not be held liable for any Punitive, Special or Consequential Damages for any actions resulting from the contract or work being performed.

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

20. **Controlling Law, Severability:** The validity of this Purchase Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled 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.

21. **Relief for Force Majeure/Uncontrollable Circumstances; Change in Law:**

Neither Party shall be liable to the other Party for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions that prevent the work under this agreement from being performed; acts of war, aggression or terrorism (foreign or domestic); riot, insurrection; and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Contract. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such delay. Contractor shall promptly provide notice of an event under this section. Contractor sole remedy under this section shall be additional time to perform the work, provided, however, Contractor may request additional time and compensation in order to mitigate the effects of such event or to comply with a change in law or regulation. Contractor and City shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.

CONSULTANT/VENDOR:

Date

VILLAGE OF ALGONQUIN
PURCHASE ORDER INSURANCE REQUIREMENTS

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

1. **Commercial General Liability Insurance**

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

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

2. **Commercial Automobile Liability Insurance**

Limits: Each Occurrence \$1,000,000

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

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

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

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

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

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

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

Limits: Each Occurrence \$1,000,000

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

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

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

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

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

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

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

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

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

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

This is **SCHEDULE A**, consisting of _____ pages,
referred to in and part of the **Village of Algonquin**
Purchase Agreement (Vendor/Services)
No. _____ effective _____, 20 _____

Scope of Work/Services – Vendor/Services

VOA: _____

_____: _____

This is **SCHEDULE B**, consisting of _____ pages,
referred to in and part of the **Village of Algonquin**
Purchase Agreement (Vendor/Services)
No. _____ effective _____, 20_____

Contract Price – Vendor/Services

VOA: _____

_____ : _____

Schedule C

Insurance Requirements – Vendor/Services

Required Insurance:

Limits of liability for the insurance required under the Agreement are as follows or as otherwise agreed to in writing by the Owner and the Vendor:

1. **Workers Compensation.** Vendor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.
2. **Commercial General Liability.** Vendor shall provide commercial general liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of the Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner
 - a. Vendor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof.
 - b. Additional Insured. Such insurance shall name Owner as an additional insured and such coverage shall be primary and non-contributing with respect to the Owner's coverage.
 - c. Waiver of Subrogation. Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant this Agreement.
 - d. Continuing CGL Coverage. Vendor shall maintain commercial general liability insurance for at least 3 years following the earlier termination or the completion of this Agreement or the completion of the Work under this Agreement and all authorized extensions thereof.
3. **Business Automobile Insurance.** Vendor shall provide business auto liability insurance to cover the liabilities of Vendor, its Affiliates, independent contractors, and subcontractors, arising out of Vendor's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate which may be provided through umbrella coverage. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Vendor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Vendor this Agreement or under any applicable auto physical damage coverage.

VOA: _____

_____:

Evidence of Insurance.

1. Vendor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.
2. Failure of Owner to demand such certificate or other evidence of compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.
3. Owner shall have the right, but not the obligation, to prohibit Vendor or any of its independent contractors or subcontractors from entering the Project site or performing work required under this Agreement until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.
4. Failure to maintain the insurance required in this Schedule shall constitute an event of default under this Agreement and shall allow Owner to immediately terminate this Agreement at Owner's option.
5. If Vendor fails to maintain the insurance as set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance at Vendor's expense.
6. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner when requested.
7. Vendor shall provide Owner with 30 days written notice prior to the cancellation or material change of any insurance required under this Agreement.
8. Vendor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

General Insurance Provisions

1. No Representation of Coverage Adequacy. By requiring the insurance as set out in this Schedule, Owner does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities provided to Owner in this Agreement, or any other provision of the Contract Documents.
2. Cross-Liability Coverage. If Vendor's liability policies do not contain the standard separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
3. The insurance requirements set out in this Schedule are independent from other obligations of Vendor under this Agreement and apply whether or not required by any other provision of this Agreement.
4. Independent Contractor/Subcontractor's Insurance. Vendor shall cause each independent contractor and subcontractor employed by Vendor to purchase and maintain insurance of the type specified in this Schedule. When requested by Owner, Vendor shall furnish to Owner copies of certificates of insurance evidencing coverage for each independent contractor or subcontractor.

VOA: _____

_____:

This is **SCHEDULE D**, consisting of _____ pages,
referred to in and part of the **Village of Algonquin**
Purchase Agreement (Vendor/Services)
No. _____ effective _____, 20 _____

Supplemental Terms and Conditions

VOA: _____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: July 11, 2023

TO: Tim Schloneger, Village Manager

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

SUBJECT: Recommendation to Execute a Contract with Trotter and Associates, Inc., for Design Engineering Services of Aerator and Roof Replacement of Water Treatment Plants 1 and 2

Attached is the proposal from Trotter and Associates, Inc. (TAI) for the design engineering services required for the aerator and roof replacement projects at Water Treatment Plants 1 and 2. TAI has demonstrated exceptional qualifications, competitive pricing, and a strong track record for the Village, making them the most suitable choice for this undertaking.

Roof Replacement at Water Treatment Plants 1 and 2: The Village has decided to proceed with a complete roof replacement at both WTP #1 (Well House #5) and WTP #2 sites. TAI's proposal includes the preparation of Construction Documents, encompassing detailed drawings and specifications necessary for permitting and bidding purposes. This comprehensive approach ensures a streamlined and efficient implementation process.

Aerator Replacement and Capacity Enhancement at WTP #1: At WTP #1, the Village aims to replace the existing aerators and increase their capacity to handle the full output of all wells during operation. TAI has demonstrated expertise in aerator design, making them well-equipped for this task. Additionally, the Village has asked to explore alternatives to the carbon scrubbers, and TAI has committed to investigating and proposing alternative technologies. This includes the option of integrating a packaged odor control system with the aerators, ensuring a holistic and effective solution.

Aerator Replacement and Reduction at WTP #2: Similarly, at WTP #2, the Village intends to replace the existing aerators and increase their capacity to match the full output of Well 9. Moreover, investigate the feasibility of reducing the number of aerators from two units

to one for both wells. TAI's extensive experience in aerator design uniquely positions them to evaluate the requirements and propose an optimal solution for this configuration.

During the selection process, staff solicited cost proposals from three consulting firms: Engineering Enterprises, Inc. (EEI), Trotter and Associates, Inc., and Christopher B. Burke Engineering, LTD. (CBBEL). Based on qualifications, EEI and Trotter were most favorably ranked. Notably, Trotter demonstrated a commitment to thoroughness by visiting both sites and conducting in-depth inspections. In addition to their comprehensive approach, Trotter provided the most competitive cost proposal.

1. \$105,300 – Trotter and Associates, Inc.
2. \$122,950 – Engineering Enterprises, Inc.
3. \$110,000 – Christopher B. Burke Engineering, LTD.

Although Trotter has not previously worked on the Village's water infrastructure, their strong department dedicated to water infrastructure projects and impressive track record in wastewater systems warrant our confidence in their capabilities. Given their expertise, competitive pricing, and history of successful collaboration, staff firmly believes that Trotter is the best fit for this project. The proposal amount from TAI is within the FY2023/24 Water & Sewer Budget for the design of this project.

Therefore, the Public Works Department recommends that the Committee of the Whole take the necessary action to move this design engineering agreement with Trotter and Associates, Inc. for \$105,300 to the Village Board for approval.



June 22nd, 2023

Mr. Clifton Ganek, P.E.
Village Engineer
Village of Algonquin
110 Mitchard Way
Algonquin, Illinois 60102

Re: WTP #1 and WTP #2 Aerator and Roof Replacement

Dear Mr. Ganek,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to The Village of Algonquin (CLIENT) for the WTP #1 and WTP #2 Aerator and Roof Replacement project (hereinafter referred to as the "PROJECT").

Project Background

The roofs at WTP#1 (Well House #5) and at WTP #2 consist of heavy ballast over EPDM membrane and date from the original building construction. Village employees have reported obvious leaks, especially from the existing skylight locations, some of which pose a risk to recently installed electrical equipment. The Village of Algonquin employed the services of a professional roofing contractor to assess the condition of the existing roofs, and to mitigate the leaks by applying a silicone seal coat. It is understood that this mitigation is a temporary solution, and the Village plans to replace the roof in conjunction with other work to take place next year.

WTP #1 & WTP #2 utilize forced draft packed tower aerators upstream of the pressure filtration. WTP #1 (Well House #5) includes three aerators, one each for Well 5, Well 6, and a third that is connected to and utilized for either Well 7 or 11. Wells 7 and 11 each have a design capacity of approximately 1,200 gpm; however, each well is throttled to approximately 1,000 gpm output due to insufficient aerator capacity. WTP #1 also includes a carbon scrubber odor control system. The aerators are installed on the roof of the WTP, along with feed and return water piping. Ductwork for the odor control system extends across the roof between the aerators and the carbon scrubber vessel which is mounted at grade. Both the aerators and odor control system are original and need to be replaced due to the age of the equipment.



WTP #2 includes two aerators, one each for Well 8 and Well 9. Well 9 was recently rehabbed and is also throttled to about 1,000 gpm due to insufficient aerator capacity. The aerators are installed on the roof of the WTP, along with feed and return water piping. The aerators are original and need to be replaced due to the age of the equipment. WTP #2 does not have an existing odor control system and one is not anticipated to be required.

Project Understanding

The Village plans to bid and install a complete re-roof at the WTP #1 (Well House #5) and WTP #2 sites. Existing ballast will be removed as necessary for installation of the new roofing membrane and reused as part of the final roofing system. TAI shall prepare Construction Documents including drawings and specifications for permitting and bidding of the project as described.

At WTP #1, the Village would like to replace the existing aerators and increase the aerator capacity to be able to run all wells at their full output when in use. The Village also would like the TAI to investigate removal of the carbon scrubbers and replacement with an alternative technology, including the option of a packaged odor control system with the aerators.

At WTP #2, the Village would like to replace the existing aerators and increase the aerator capacity to be able to run Well 9 at full output. In addition to replacing both aerators in kind, the Village would like the TAI to investigate reduction in the aerators from two to one unit for both Wells 8 and 9, sized for running one well at a time at full capacity. Odor control is not required for WTP #2.

Scope of Services

Our services will consist of customary engineering services described as follows:

- A. Conceptual (10%) Design Phase
 - 1) Concurrent Engineering Project Management and Conceptual Design for:
 - a. Replacement of Aerators, Odor Control System, and Roof at WTP #1.
 - b. Replacement of Aerators and Roof at WTP #2.
 - 2) Design Kickoff Meeting with Site Visit to Review project scope and site conditions.
 - 3) Review Existing Documentation & Draft Project Basefiles.
 - a. Assumes Use of Existing Record Drawings for Each Facility as Basis for Plans.
 - 4) Coordinate Equipment Supplier/Manufacturer Meetings/Work Sessions.
 - 5) Investigate removal of the carbon scrubbers and replacement with an alternative technology, Including the option of a packaged odor control system with the aerator.
 - 6) Develop up to Two (2) Design Alternatives/Concept Plans for Each WTP.
 - a. Assume Location of New Aerators will be Same as Existing Locations.
 - b. Assumes Use of Existing Pipe Sleeves from Existing Aerators Discharge Through Roofs (Connecting to Existing Discharge Piping).
 - 7) Develop Preliminary Engineer's Opinion of Probable Construction Costs (EOPCC) for New Aeration Systems, Including Packaged Odor Control System Option for WTP #1.
 - 8) Prepare Summary Memo of the Design Alternatives.
 - 9) First Progress Meeting to Review and Select the Design Alternatives for each WTP.

B. Final (100%) Design Phase

- 1) Concurrent Engineering Project Management and Final Design for:
 - a. Replacement of Aerators, Odor Control System, and Roof at WTP #1
 - b. Replacement of Aerators and Roof at WTP #2
- 2) Topographic survey of the WTP #1 site for the purposes of showing potential odor control system removal and area restoration.
- 3) Coordinate Equipment Supplier/Manufacturer Meetings/Work Sessions.
- 4) Prepare 100% Design Plans and Project Specifications.
 - a. (One (1) Set of Plans and One (1) Project Manual will be prepared for the Final Design Improvements at both WTPs 1 and 2. Includes Structural and Electrical/Controls Engineering for the New Equipment and for Tying into the Existing MCC Gear and PLCs.
- 5) Prepare Revised Final Opinion of Probable Construction Costs (EOPCC).
- 6) Second Progress Meeting to Review the Final Design and Plans.

C. Permitting Phase

- 1) Develop Permit Issue Plans and Project Manual with Updated EOPCC.
- 2) IEPA Construction Permit Application and Coordination.
- 3) Village Building Department Permit Application and Coordination.
- 4) Reply to all inquiries from governing agencies, make any necessary or appropriate changes to the Contract Documents approved by CLIENT, and assist CLIENT in expediting the issuance of all such permits or approvals.

D. Bidding or Negotiating Phase

- 1) Develop Bid Issue Plans and Project Manual with Updated EOPCC.
 - a. Village's Front-End Contract Docs to be Used/Developed for the Project Manual and Bid Documents.
- 2) Provide bidding assistance, which will include preparing the bid notice, distributing bid documents, and preparing bid addendums.
- 3) Attend a pre-bid conference if one is deemed necessary.
- 4) Respond to questions about the bid documents pertaining to items included within the Construction Documents.
- 5) Assist the Village in reviewing the bids and assembling a bid tabulation and recommendation letter for award of the contract.

Project Deliverables

- 1) Engineering Plans and Project Manual (specifications) suitable for public bidding.
- 2) The anticipated plan sheet list is included below for reference:

Algonquin WTP #1 & 2 Aerator and Roof Replacement Anticipated Sheet List	
SHEET	DESCRIPTION
CV	Cover Sheet
GO-01	Index
GO-02	Legend & Abbreviations
GO-03	General Notes
PO.1	Standard Process Details
E0.1	Electrical Legend
IO.1	Instrumentation Legend
D1.1	WTP #1 - Existing Site Conditions and Demolition Plan
D1.2	WTP #1 - Roof Level Demolition Plan
C1.1	WTP #1 - Proposed Site Plan
C1.2	WTP #1 - Site Plan Civil Details
A1.1	WTP #1 - Architectural Roof Plan
A1.2	WTP #1 - Architectural Roof Details
S1.1	WTP #1 - Structural Roof Plan
S1.2	WTP #1 - Structural Roof Details
P1.1	WTP #1 - Ground Level Process Plan (only if odor control remains at grade)
P1.2	WTP #1 - Roof Level Process Plan
P1.3	WTP #1 - Roof Level Process Sections
P1.4	WTP #1 - Roof Level Process Details
E1.1	WTP #1 - Roof Level Electrical Plan
I1.1	WTP #1 - Process and Instrumentation Diagram
D2.1	WTP #2 - Roof Level Demolition Plan
A2.1	WTP #2 - Architectural Roof Plan
A2.2	WTP #2 - Architectural Roof Details
S2.1	WTP #2 - Structural Roof Plan
S2.2	WTP #2 - Structural Roof Details
P2.1	WTP #2 - Roof Level Process Plan
P2.2	WTP #2 - Roof Level Process Sections
P2.3	WTP #2 - Roof Level Process Details
E2.1	WTP #2 - Roof Level Electrical Plan
I2.1	WTP #2 - Process and Instrumentation Diagram

Project Schedule

Contract Execution	July 2023
Project Kick-Off Meeting	July 2023
Conceptual Design Phase	August - September 2022
Final Design Phase	September - October 2023
Permitting	October – December 2023
Bidding	January – March 2023
Commence Construction	TBD
Construction Completion	TBD

Compensation

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

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

The total compensation for services will not exceed \$105,300.00 based on the following distribution of compensation:

Conceptual Design Phase	\$ 25,200.00
Final Design Phase	\$ 67,800.00
Permitting Phase	\$ 6,100.00
<u>Bidding and Negotiating Phase</u>	<u>\$ 6,200.00</u>
Base Engineering Fees	\$105,300.00

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

Village of Algonquin
Aerator and Roof Replacement
June 22nd, 2023

Miscellaneous

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

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

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

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

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

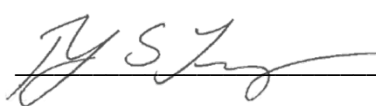
Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If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

Village of Algonquin
Aerator and Roof Replacement
June 22nd, 2023

Contents of Agreement

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

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

CLIENT:	Trotter and Associates, Inc.:
_____	 _____
By: _____	By: <u>Scott Trotter, PE, BCEE</u>
Title: _____	Title: <u>President</u>
Effective Date: _____	Date Signed: June 22 nd , 2023
Address for giving notices:	Address for giving notices:
_____	<u>40W201 Wasco Road, St. Charles, Illinois 60175</u>
Designated Representative:	Designated Representative:
_____	<u>Chris Marschinke, P.E.</u>
Title: _____	Title: <u>Project Manager</u>
Phone Number: _____	Phone Number: <u>(630) 587-0470</u>
Facsimile Number: _____	Facsimile Number: <u>(630) 587-0475</u>
E-Mail Address: _____	E-Mail Address: <u>c.marschinke@trotter-inc.com</u>

ATTACHMENTS:

- EXHIBIT A – STANDARD TERMS AND CONDITIONS
- EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES
- EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS
- EXHIBIT D – CONTRACT ADDENDUM



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: July 6th, 2023
TO: Tim Schloneger, Village Manager
FROM: Brad Andresen, Village Ecologist/Horticulturist
SUBJECT: Wynnfield Detention Restoration: ComEd Green Region Grant

This past spring, the Village of Algonquin completed a grant application for the restoration and naturalization of the Wynnfield detention basin. We applied for the \$10,000 ComEd Green Region grant which has a special focus on conserving pollinator species and climate resiliency. On Thursday, 7/6/2023 the Village of Algonquin was notified that we were awarded the grant for \$10,000 to complete this project.

The Wynnfield Detention naturalization project is important to the overall green infrastructure program that the Village has been implementing over the past decade. Wynnfield detention is the last remaining turf grass detention pond owned by the Village and this basin drains directly into the nearly completed restoration of Dixie Creek Reach 3. It is vital to restore this large basin to limit the amount of weed seed and other runoff into Dixie Creek and this project will help the long-term success of our investment in green infrastructure.

Attached is a proposal from EnCap, who is an experienced ecological restoration contractor that the Village has worked with multiple times in the past for similar restorations. We recommend to approve EnCap's proposal. They have completed multiple large restoration projects for the Village over the past 10 years at Creeks Crossing, Surrey Lane, and Woods Creek. Also included is a Resolution accepting the grant funds.

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 the Wynnfield Detention Restoration proposal for restoration services to EnCap for \$60,035.00 and pass a Resolution accepting the grant funds.



2585 Wagner Ct.
 DeKalb, IL 60115
 Phone: 815.748.4500
 Fax: 815.748.4255
 www.encapinc.net

PROPOSAL NO. 23-0221B

February 24, 2023

Brad Andresen
 Village of Algonquin
 110 Meyer Dr
 Algonquin, IL 60102
 (515) 460-7269 / BradleyAndresen@algonquin.org

RE: Wynnfield Detention Restoration
LAT: 42.141128° LONG: -88.315137°

Dear Mr. Andresen,

Thank you for the opportunity to provide a proposal for native restoration services at the Wynnfield Detention project site. This proposal includes the requested restoration tasks. Maintenance of the site will be provided in a separate proposal. If you should have any questions regarding the information provided herein, please contact Mark DeDina at 815-757-2473 or mdedina@encapinc.net.

#	DESCRIPTION OF WORK	UNIT	# OF UNITS	UNIT COST	COST
1	Tree Removal	LS	1	\$20,000.00	\$20,000.00
2	Herbicide Prep (4.6 acres 2x)	AC	9.2	\$750.00	\$6,900.00
3	Native Seeding	AC	4.6	\$2,800.00	\$12,880.00
4	SC150BN Erosion Control Blanket for Wet Channel	SY	1600	\$3.60	\$5,760.00
5	DS75 Erosion Control Blanket for Far West Side Slope	SY	1700	\$2.35	\$3,995.00
6	Native Plug Installation Between Inlet and Outlet Pipes	EA	1500	\$7.00	\$10,500.00
				TOTAL	\$60,035.00

~Pricing includes prevailing wage rates.

Payment Agreement

Village of Algonquin, (hereinafter "Client") shall be solely liable for the timely payment of all amounts invoiced under this proposal. Invoices will be tendered by ENCAP, Inc. ("ENCAP") from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the undisputed amount of such invoice and promptly advise ENCAP in writing of the reasons for disputing any amount.

Client shall pay an additional charge of two (2) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ENCAP more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payments shall first be applied to accrued interest and then to the unpaid principal amount.

If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, ENCAP may at any time, without waiving any other claim against Client and without incurring any liability to Client, suspend or terminate performance under this Agreement as long as any hazardous conditions created by ENCAP'S previously performed services are rendered non-hazardous to Clients employee's, agents and subcontractors, the general public, and the environment. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination. ENCAP shall be entitled to recover any and all costs of collection associated with recovery of amounts due under this Payment Agreement, including but not limited to reasonable attorney's fees.

Client will indemnify and hold harmless ENCAP and its representatives, agents, employees, and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines, and damages of any nature whatsoever, and shall pay any reasonable attorney's fees, expert witnesses fees, and ENCAP fees, and court costs arising or resulting from (1) Client's breach of this Agreement; or (2) Client's negligence or intentional misconduct.

* All Legal Proceedings to be conducted in DeKalb County *

Client shall accept full responsibility for payment notwithstanding any other agreement with owner or other party, and in no event will any provision in a contract, agreement, or understanding which conditions Client's payment to ENCAP upon receipt of the payment from any other party relieve Client from responsibility for payment to ENCAP.

By: ENCAP, Inc.

By: Village of Algonquin

Authorized Rep.

Date

Authorized Rep.

Date

Wynnfield Detention

Conversion of approx 4.6 acres

Legend

- Tree Removal 0.35 acres
- Wynnfield Detention
- Wynnfield Tree Removals and Plug Installation 0.3 acres



RESOLUTION NO. _____

**VILLAGE OF ALGONQUIN
MCHENRY/KANE COUNTY, ILLINOIS**

**A Resolution Authorizing Participation in the
ComEd Green Region Program
for the Wynnfield Detention Restoration**

WHEREAS, the *Village of Algonquin (“Applicant”) desires to undertake the Wynnfield Detention Restoration Project as part of the 2023 ComEd Green Region Program; and

WHEREAS, the Applicant has received and understands the current ComEd Green Region Program Guidelines.

THEREFORE, BE IT RESOLVED THAT the Village Board hereby approves this project and authorizes participation in the ComEd Green Region Program in the amount of \$10,000; and

BE IT FURTHER RESOLVED, THAT the Applicant commits to the expenditure of matching funds in the amount of \$50,035.00 necessary for the project’s success.

SO RESOLVED this _____ day of _____ 20____.

Attest: _____

Approved: _____