

# COMMITTEE OF THE WHOLE

May 14, 2024

VILLAGE BOARD ROOM

2200 HARNISH DRIVE, ALGONQUIN

7:30 P.M.

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

∞ AGENDA ∞

## 1. Roll Call – Establish a Quorum

## 2. Public Comment – Audience Participation

*(Persons wishing to address the Committee must register with the Chairperson prior to roll call.)*

## 3. Community Development

A. Consider Amendments to Chapter 21.3 Definitions, 21.12 Special Uses, and 21.15 Accessory Buildings and Uses of the Municipal Code

## 4. General Administration

A. Consider a Resolution Authorizing the Continuation of the Village of Algonquin's Membership with McHenry County Municipal Risk Agency (MCMRMA)

B. Consider an Agreement with EOSullivan Consulting for Legislation Representation

## 5. Public Works & Safety

A. Consider an Agreement with Christopher Burke Engineering for the Design Engineering Services for the Brittany Hills Subdivision Improvements Project

B. Consider an Agreement with Christopher B. Burke Engineering, LTD (CBBEL) to provide Design Engineering Services for the Willoughby Farms Subdivision Section 2 Improvements

C. Consider an Agreement with H&H Electric Co. for the 2024 Street Light Maintenance Program

D. Consider an Agreement with Schroeder & Schroeder, Inc. for the 2024 MFT Concrete Replacement Program

E. Consider an Agreement with M.E. Simpson Co., Inc. for the Water Distribution Leak Detection Program

F. Consider an Agreement with Trojan Technologies for the Fecal Coliform Disinfection System UV System Lamp Replacement

G. Consider an Agreement with HR Green for the Woods Creek Reach 6&7 Construction

H. Consider an Agreement with RES for the Woods Creek Reach 6&7 Construction Oversight

## 6. Executive Session (if needed)

## 7. Other Business

## 8. Adjournment



# Village of Algonquin

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

## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	May 14, 2024
<b><u>SUBMITTED BY:</u></b>	Director Patrick M Knapp, AICP
<b><u>DEPARTMENT:</u></b>	Community Development
<b><u>SUBJECT:</u></b>	Text Amendment to Chapters 21.3, 21.12, and 21.15 of the Zoning Code

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### **ACTION REQUESTED:**

The Village of Algonquin, the “Petitioner”, is requesting Text Amendments to the Zoning Code in Sections 21.3 Definitions, 21.12 Special Uses, and 21.15 Accessory Buildings and Uses. The Petitioner’s Text Amendments will add Axe Throwing to the Arcade or Billiard/Pool Hall, or Game Room definition, will define a Vehicle Rental Facility, will add a Vehicle Rental Facility as a Special Use in the B-2 Business District, General Retail zoning district, and will allow exterior side yard fences to be as high as seventy-two inches (72”) tall if the fence has a degree of openness of least sixty percent (60%), herein called the “Request”.

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

The Planning and Zoning Commission held a Public Hearing for the Request at the April 8, 2024, Planning and Zoning Commission Meeting. No one from the public commented at the Public Hearing.

The Planning and Zoning Commission accepted staff’s recommendation and the Planning and Zoning Commission recommended approval of an amendment to Section 21.3 Definitions, Section 21.12 Special Uses, and Section 21.15 Accessory Building and Uses as outlined in the staff report for PZ-2024-05. The Motion was approved 7-0.

### **RECOMMENDATION:**

Staff recommends approval of the Text Amendment to Section 21.3 Definitions, Section 21.12 Special Uses, and Section 21.15 Accessory Building and Uses as outlined in the staff report for PZ-2024-05.

### **ATTACHMENTS:**

- Exhibit A Planning & Zoning Commission Staff Report for Case No. PZ-2024-05
- Exhibit B DRAFT Planning & Zoning Commission Minutes (April 8, 2022)

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

STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Patrick M Knapp, AICP  
Deputy Director of Community Development



CASE NUMBER:	PZ-2024-05
MEMO DATE:	March, 27, 2024
PUBLIC HEARING DATE:	April 8, 2024
PROPERTY ADDRESS/LOCATION:	N/A
APPLICANT/PROPERTY OWNER:	N/A

REQUEST SUMMARY

The Village of Algonquin, hereinto referred to as the “Petitioner”, is requesting Text Amendments to the Zoning Code in Sections 21.3 Definitions, 21.12 Special Uses, and 21.15 Accessory Buildings and Uses. The request will add Axe Throwing to the Arcade or Billiard/Pool Hall, or Game Room definition, will define a Vehicle Rental Facility, will add a Vehicle Rental Facility as a Special Use in the B-2 Business District, General Retail zoning district, and will allow exterior side yard fences to be as high as seventy-two inches (72”) tall if the fence has a degree of openness of least sixty percent (60%).

STAFF RECOMMENDATION SUMMARY

Staff recommends approval of the request.

DISCUSSION OF STAFF RECOMMENDATION

**KEY:**

*Notes/Moved Text*

[New Text](#)

~~Deleted Text~~

No Changes to Text

**SECTION 21.3 DEFINITIONS**

**ARCADE OR BILLIARD/POOL HALL, OR GAME ROOM:** Any establishment displaying, for public patronage or keeping for operation, four or more amusement devices including, but not limited to, pool tables, foosball tables, air hockey tables, mechanical rides for children, electronic games and shooting gallery-type games. Includes indoor throwing sports in which the competitor safely throws an object at a target.

*Note that this definition is meant to include axe throwing and similar sports. A previous code amendment permitted these uses in the B-2 Zoning District.*

**VEHICLE RENTAL FACILITY:** A facility that supports the pick-up, return, storage, service, and preparation of vehicles for rental purposes.

*Note that “VEHICLE” is defined in Appendix A of the Village of Algonquin Municipal Code. **Vehicle:** A machine propelled by power other than human power designed to travel along the ground by use of wheels, treads, runners or slides and transport persons or property or pull machinery and shall include, without limitation the following: abandoned vehicle, antique vehicle, automobile, camping trailer, derelict vehicle, house trailer, junk vehicle, motorcycle, motor driven cycle, mini motor home, motor carrier, motor home,*

*motorized pedalcycle, motor vehicle, off-highway motorcycle, passenger car, recreational vehicle, road tractor, semitrailer, special hauling vehicle, specially constructed vehicle, stinger-steered semitrailer, street rod, tank vehicle, tow truck, trailer, travel trailer, truck camper, trickster, truck tractor and van camper.*

## **SECTION 21.12.C SPECIAL USES**

### **C. SPECIAL USES.**

**VEHICLE RENTAL FACILITY** in the B-2, I-1, and I-2 Districts. See Section 21.12.H.# for additional regulations.

### **H. ADDITIONAL REGULATIONS**

#### #. **VEHICLE RENTAL FACILITY in the B-2, I-1, and I-2 Districts**

- a. Purpose and Intent: To provide specific regulations for the design of Vehicle Rental Facilities.
- b. Applicability: Any facility that supports the pick-up, return, storage, service, and preparation of vehicles for rental purposes.
- c. General Standards:
  - I. Rental vehicles being stored shall be stored in the rear of the facility.
  - II. No vehicle repairs shall occur inside or outside of the facility unless a separate special use permit for said purposes is issued.
  - III. Rental vehicle pick-up and drop-off can occur in the front or sides of the facility. The rental vehicle shall be moved to the rear of the facility within twenty-four (24) hours.
  - IV. A site plan shall be submitted with the special use permit application. The site plan needs to show the location of the parking stalls dedicated to stored rental vehicles in the rear of the facility. There shall be enough remaining parking stalls for employees, customers, and other businesses on the property (if applicable).
  - V. Rental vehicles shall be operational and in a state of good repair at all times.
- c. Existing Vehicle Rental Facilities: All existing vehicle rental facilities are required to apply for a special use permit within six (6) months of the passage of this code.

*# to be determined once placed in Section 21.12.H.*

## **SECTION 21.15 ACCESSORY BUILDINGS AND USES**

### **D. FENCES**

3. **Corner Lot Side Yard Fences.** Exterior side yard fences shall be permitted in the R-1E, R-1, R-1A, R-2, R-3, and O-T zoning districts, subject to the following:
  - a. **Height.** Exterior side yard fences shall not exceed ~~42~~forty-two inches (42”) or seventy-two inches (72”) in height depending on the degree of openness. Height shall be measured from the average grade of the exterior side yard.

- b. **Degree of Openness.** Exterior side yard fences that are up to forty-two inches (42") in height shall be at least ~~40-~~forty percent (40%) permeable by light and air when viewed perpendicular to the plane of the fence, and as determined by calculating the surface area of the slats, posts, bars, or other solid materials in relation to the effective surface area of the apertures. The height of an exterior side yard fence may be increased to seventy-two inches (72") if the degree of openness is a minimum of sixty percent (60%) permeable by light and air.

#### STAFF RECOMMENDATION

The proposed text amendments to the zoning code meet all applicable standards and will not negatively impact the public health, safety, comfort, convenience, and the general welfare of the Village of Algonquin. Based on these findings, staff recommends that the Planning and Zoning Commission make a recommendation to the Village Board to **approve** the following motion:

1. "To approve an amendment to Section 21.3 Definitions, Section 21.12 Special Uses, and Section 21.15 Accessory Building and Uses as outlined in the staff report for PZ-2024-05."

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

I concur:



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Patrick M Knapp, AICP  
Deputy Director of Community Development

#### **Attachments**

- Exhibit A      Current Zoning Code: Chapter 21

**Case Number PZ-2024-05 – Consideration of a Request to Approve Zoning Text Amendments to Sections 21.3 Definitions, 21.12 Special Uses, and 21.15 Accessory Buildings and Uses**

Deputy Director Patrick Knapp confirmed that the Public Notice requirement was fulfilled.

Deputy Director Patrick Knapp gave a presentation to the Planning & Zoning Commission and requested a positive recommendation of the zoning text amendment changes.

Commissioner Rasek asked if this would impact shared parking facilities. Staff responded that these changes are proactive and would regulate these facilities.

Commissioner Neuhalfen asked if all vehicle rental facilities would need to come in for a Special Use. Staff responded that they would need to request a Special Use and meet the established standards in the zoning code.

Commissioner Rasek stated that he has a corner lot and that he was unable to build his fence to a desirable height in the past. The Commissioner stated that he supports the proposed changes.

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

Chair Patrician closed the Public Comment portion of the Public Hearing

Chair Patrician asked for a motion. A motion was made by Commissioner Rasek and seconded by Commissioner Sturznickel to adopt Staff's findings of fact as the findings of the Planning & Zoning Commission and to recommend approval of an amendment to Section 21.3 Definitions, Section 21.12 Special Uses, and Section 21.15, as outlined in the staff report for PZ-2024-05, dated March 27, 2024. The motion carried with a 7-0 vote.



# Village of Algonquin

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## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	May 14, 2024
<b><u>SUBMITTED BY:</u></b>	Director Patrick M Knapp, AICP
<b><u>DEPARTMENT:</u></b>	Community Development
<b><u>SUBJECT:</u></b>	Text Amendment to Chapters 21.3 and 21.12 of the Zoning Code

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### **ACTION REQUESTED:**

The Village of Algonquin, the “Petitioner”, is requesting Text Amendments to the Zoning Code in Sections 21.3 Definitions and 21.12 Special Uses. The Petitioner’s Text Amendments will define a Commercial Solar Energy Facility and add the facility as a Special Use in the I-2 Zoning District, herein called the “Request”.

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

The Planning and Zoning Commission held a Public Hearing for the Request at the April 8, 2024, Planning and Zoning Commission Meeting. No one from the public commented at the Public Hearing.

The Planning and Zoning Commission accepted staff’s recommendation and the Planning and Zoning Commission recommended approval of an amendment to Section 21.3 Definitions and Section 21.12 Special Uses, as outlined in the staff report for PZ-2024-04, with additional standards that the Commercial Solar Facility meets all applicable building codes and that the ground cover is maintained at all times. The Motion was approved 7-0.

### **RECOMMENDATION:**

Staff recommends approval of the Text Amendment to Section 21.3 Definitions and Section 21.12 Special Uses, as outlined in the Staff Report for PZ-2024-04, with additional standards that the Commercial Solar Facility meets all applicable building codes and that the ground cover is maintained at all times by being kept short and dead brush removed.

### **ATTACHMENTS:**

- Exhibit A Planning & Zoning Commission Staff Report for Case No. PZ-2024-04
- Exhibit B DRAFT Planning & Zoning Commission Minutes (April 8, 2022)

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

STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Patrick M Knapp, AICP  
Deputy Director of Community Development



CASE NUMBER:	PZ-2024-04
MEMO DATE:	March, 27, 2024
PUBLIC HEARING DATE:	April 8, 2024
PROPERTY ADDRESS/LOCATION:	N/A
APPLICANT/PROPERTY OWNER:	N/A

**REQUEST SUMMARY**

The Village of Algonquin, hereinto referred to as the “Petitioner”, is requesting Text Amendments to the Zoning Code in Sections 21.3 Definitions and 21.12 Special Uses. The Petitioner’s Text Amendments will define a Commercial Solar Energy Facility and add the facility as a Special Use in the I-2 Zoning District.

**STAFF RECOMMENDATION SUMMARY**

Staff recommends approval of the request.

**DISCUSSION OF STAFF RECOMMENDATION**

**KEY:**

*Notes/Moved Text*

New Text

~~Deleted Text~~

No Changes to Text

**SECTION 21.3 DEFINITIONS**

**COMMERCIAL SOLAR ENERGY FACILITY:** Any device or assembly of devices that is ground installed and uses solar energy from the sun for generating electricity for the primary purpose of wholesale or retail sale and not primarily for consumption on the property on which the device or devices reside.

*Note that this definition is from the Illinois Legislation*

**SECTION 21.12.C SPECIAL USES**

**C. SPECIAL USES.**

Commercial Solar Energy Facility in the I-2 District. See Section 21.12.H.3 for additional regulations.

**H. ADDITIONAL REGULATIONS**

#. Commercial Solar Energy Facility, in the I-2 District

- a. Purpose and Intent: To provide specific regulations for the placement, construction, and modification of Commercial Solar Energy Facilities.
- b. Applicability: Any device or assembly of devices that is ground installed and uses solar energy from the sun for generating electricity for the primary purpose of



wholesale or retail sale and not primarily for consumption on the property on which the device or devices reside.

- c. Site Requirements: the following standards for site development shall apply in addition to the requirements set forth in Chapters 21, 22, 26, and 30.
  - I. Solar panels, structures, and electrical equipment shall be erected no less than two hundred (200) feet from any lot line.
  - II. All utilities servicing the site shall be buried under the ground.
  - III. Solar panels shall have a surface that minimizes glare and shall not create glare on surrounding buildings.
  - IV. To prevent erosion, manage run-off, and provide ecological benefit, the area under and between the solar panels shall include plant species approved by the Public Works Director or their designee.
  - V. The perimeter of the facility shall include a landscape screening buffer that is at least twenty feet (20') wide and consists of a berm, shrubs, and evergreen trees that are at least as tall as the solar panels.
  - VI. Buildings shall include a masonry exterior façade and shall be no more than fifteen feet (15') in height. All roof-mounted mechanical equipment shall be screened by a parapet wall.
- d. Safety
  - I. Prior to construction, the operator shall prepare an emergency management plan acceptable to the Village and the local fire district. The operator shall be responsible for the training of emergency personnel, as needed.
  - II. A sign shall be posted providing the name of the operator and a phone number to be used in case of an on-site emergency.
  - III. Access shall be granted, provided appropriate advance notice, for periodic inspections of the site by the Village and the local fire district.
  - IV. Damaged solar panels shall be removed, repaired, or replaced within sixty (60) days of damage. The ground shall remain free of debris from damaged solar panels at all times.
- e. Abandonment
  - I. The Commercial Solar Energy Facility shall be considered abandoned if the operator fails to pay rent, taxes, and/or ceases to generate electricity for a period of twelve (12) consecutive months. A report of electrical power production shall be provided to the Village upon request. An abandoned Commercial Solar Energy Facility shall be decommissioned and removed within ninety days (90) days from the time it is deemed abandoned. The operator may appeal in writing to the Village Manager for an extension of time in order to remove the Commercial Solar Energy Facility.
  - II. Decommissioning and removal of the Commercial Solar Energy Facility shall be the responsibility of the operator upon abandonment or repeal of the Special Use Permit. The following shall be provided prior to a Site Development Permit being issued for the site:
    - i. The operator shall submit a decommissioning plan that shows the final site conditions after the COMMERCIAL SOLAR ENERGY FACILITY has been removed from the property. Decommissioning plans shall require the removal of all solar panels, electrical equipment, poles, piles, foundations, and conduits (above and below

- ground). Access roads, fencing, ground cover, and landscaping may remain upon review and approval by the Village.
- ii. The operator shall submit an engineer's estimate of cost for decommissioning the COMMERCIAL SOLAR ENERGY FACILITY and restoring the site in accordance with the approved decommissioning plan. Upon review and approval by the Village Engineer of the estimate, the operator shall obtain a bond or letter of credit to be held by the Treasurer in the amount of one hundred twenty (120%) of the estimate.
- iii. During the operation of the facility, a new engineer's estimate of the cost for decommissioning shall be submitted every ten (10) years to the Village. Upon approval of the estimated costs by the Village Manager, a revised surety shall be provided to the Village in the amount of one hundred percent (100%) of the new estimate.

*# to be determined once placed in Section 21.12.H*

#### STAFF RECOMMENDATION

The proposed text amendments to the zoning code meet all applicable standards and will not negatively impact the public health, safety, comfort, convenience, and the general welfare of the Village of Algonquin. Based on these findings, staff recommends that the Planning and Zoning Commission make a recommendation to the Village Board to **approve** the following motion:

1. “To approve an amendment to Section 21.3 Definitions and Section 21.12 Special Uses as outlined in the staff report for PZ-2024-04.”

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

I concur:



Patrick M Knapp, AICP  
Deputy Director of Community Development

#### Attachments

- Exhibit A      Current Zoning Code: Chapter 21

**Case Number PZ-2024-04 – Consideration of a Request to Approve Zoning Text Amendments to Sections 21.3 Definitions and 21.12 Special Uses**

Deputy Director Patrick Knapp confirmed that the Public Notice requirement was fulfilled.

Deputy Director Patrick Knapp gave a presentation to the Planning & Zoning Commission and requested a positive recommendation of the zoning text amendment changes.

Commissioner Neuhalfen requested a standard that the ground cover be kept short to reduce the fire risk. The Commissioner also requested a standard that all applicable building codes be followed to the maximum extent.

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

Chair Patrician closed the Public Comment portion of the Public Hearing

Chair Patrician asked for a motion. A motion was made by Commissioner Neuhalfen and seconded by Commissioner Sturznickel to adopt Staff's findings of fact as the findings of the Planning & Zoning Commission and to recommend approval of an amendment to Section 21.3 Definitions and Section 21.12 Special Uses, as outlined in the staff report for PZ-2024-04, dated March 27, 2024, with additional standards that all applicable building codes be followed to the maximum extent and that the ground cover be kept short and dead brush be removed. The motion carried with a 7-0 vote.

**ALLEY:** A public way, not more than 30 feet wide, which affords only a secondary means of access to abutting property.

**ALTERNATIVE TOWER STRUCTURE:** Man-made trees, clock towers, bell steeples, light poles, and similar alternative-design mounting structures that camouflage or conceal the presence of antennas or towers.

**ANIMAL HOSPITAL OR VETERINARY CLINIC:** An establishment designed for the care and treatment of domestic animals.

**ANTENNA:** An arrangement of wires, metal rods, or similar materials used for the transmission and/or reception of electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals, and includes satellite dishes and communication towers.

**APARTMENT:** A room or suite of rooms in a multiple-family structure, that is arranged, designed, used, or intended to be used as a single housekeeping unit. Complete kitchen, bath, and toilet facilities, permanently installed, must always be included for each apartment.

**ARCADE OR BILLIARD/POOL HALL, OR GAME ROOM:** Any establishment displaying, for public patronage or keeping for operation, four or more amusement devices including, but not limited to, pool tables, foosball tables, air hockey tables, mechanical rides for children, electronic games and shooting gallery-type games. Includes indoor throwing sports in which the competitor safely throws an object at a target.

**AWNING OR CANOPY:** An architectural projection that provides weather protection, identity, or decoration and is supported by the building to which it is attached. An awning/canopy is comprised of a rigid structure over which a covering is generally attached.

**BACKHAUL NETWORK:** The lines that connect a provider's towers/cell sites to one or more cellular telephone switching offices, and/or long distance providers, or the public-switched telephone network.

**BASEMENT:** A story partly or wholly underground. Where more than one-half of its height is above the established curb level or above the average level of the adjoining ground where curb level has not been established, a basement shall be counted as a story for purposes of height measurement.

**BED AND BREAKFAST ESTABLISHMENT:** As defined in 50 ILCS 820/2. An owner-occupied dwelling unit having not more than five guest rooms where lodging, with or without meals, is provided to the public for compensation.

**BEDROOM:** Each room in excess of three, other than kitchens, baths, laundries, pantries, foyers, or communicating corridors, shall be considered a bedroom, whether or not arranged or intended for sleeping.

**BEST MANAGEMENT PRACTICES (BMP):** A specific site development technique that best protects a natural resource from potential degradation due to development.

**BULK:** The term used to describe the size and mutual relationships of buildings and other structures as to size, height, coverage, shape, and location of exterior walls in relation to lot lines, to the center line of streets, to other walls of the same building and to other buildings or structures, and to all open space relating to the building or structure.

**BUSINESS PARK:** A collection of lots and/or buildings wherein the principal land use is commercial or light industrial in nature.

**CAR WASH:** A building, or portion thereof, where motor vehicles are washed by a mechanical device.

**CELLAR:** A cellar is a story having more than one-half of its height below the curb level or below the highest level of the adjoining ground. A cellar shall not be counted as a story for the purpose of height measurements.

**CEMETERY:** Land used or intended to be used for the burial of animals or humans.

**CHAPTER:** Reference to Chapter herein shall mean this Chapter 21, which is the Algonquin Zoning Ordinance.

**CHILDREN'S PLAYHOUSE:** The actual structure designed for children to play on and in, not including play equipment such as swings, slides, and other apparatus.

**CHURCH:** A building primarily used for religious worship. The word church shall include, but not be limited to, chapel, temple, synagogue, and mosque.

**CLEAR CUTTING:** Removal of most or all trees from a given tree grouping or tract of woodland or savanna versus the selective removal of individual trees for purposes of health or safety.

**CLUB OR LODGE, PRIVATE:** A private club or lodge is a nonprofit association of persons who are bona fide members paying annual dues that owns, hires, or leases a building or portion thereof.

**CLUSTERED HOUSING:** Placing houses closer together than typically allowed in order to provide open space preserving natural or sensitive landscape areas. Clustered housing does not allow the base density to be exceeded, rather it makes the development possible while preserving the natural areas.

**COMMERCIAL SOLAR ENERGY FACILITY:** Any device or assembly of devices that is ground installed and uses solar energy from the sun for generating electricity for the primary purpose of wholesale or retail sale and not primarily for consumption on the property on which the device or devices reside.

**COMMERCIAL VEHICLE:** Any vehicle operated for the transportation of persons or property in the furtherance of any commercial or industrial enterprise, for-hire or not-for-hire, but not including a vehicle used in a ridesharing arrangement when being used for that purpose, or a recreational vehicle not being used commercially.

**COMMUNITY RESIDENCE:** A single dwelling unit occupied on a relatively permanent basis in a family like environment by unrelated persons with disabilities. Paid professional support staff,

**UNDERAGE:** Any person under 18 years of age, the legally minimum age at which one can purchase or view adults-only items. (Statutory Reference: 720 ILCS 5/11-20)

**USE:** The purpose for which land or a building thereon is designed, arranged, or intended, or for which it is occupied or maintained, let, or leased.

**USED CAR LOT:** A zoning lot on which used motor vehicles, such as cars, trailers, or trucks, are displayed for sale or trade.

**VEGETATION ANALYSIS:** An identification and mapping of site vegetation conditions according to their natural ecological communities (e.g., prairies, savannas, woodlands, and wetlands) and/or man-made state (e.g., old field, cropland, turf, etc.). For natural areas, a vegetation analysis also involves a concise, qualitative analysis of ecological quality.

**VEHICLE RENTAL FACILITY:** A facility that supports the pick-up, return, storage, service, and preparation of vehicles for rental purposes.

**WATERSENSE (WaterSense):** A U.S. Environmental Protection Agency program designed to encourage water efficiency in the United States through the use of a special label on consumer products.

**WETLAND:** Areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. A wetland is identified based upon the three attributes: 1) hydrology, 2) soils, and 3) vegetation as mandated by the current federal wetland determination methodology.

**WETLAND ENHANCEMENT:** The improvement in wetland functional value of an area currently meeting the technical definition of a wetland.

**WETLAND RESTORATION:** The reintroduction of wetlands to an area where wetlands existed historically (e.g., on drained hydric soils) but not prior to the mitigation activity.

**WOODLANDS:** Landscapes with native tree canopy covering more than 50 percent of the surface area. (Some portions of native woodlands were regularly affected by ground fires set by Native Americans prior to the arrival of European settlers.)

**WOODS CREEK WATERSHED-BASED PLAN:** Plan prepared by Applied Ecological Services, Inc and approved by the Village Board on September 17, 2013.

**YARD:** An open space on the same zoning lot with a principal building or group of buildings, that is unoccupied and unobstructed from its lowest level upward, except as otherwise permitted in this Chapter, and which extends along a lot line and at right angles thereto to a depth or width specified in the yard regulations for the district on which the zoning lot is located.

**YARD, EXTERIOR SIDE (CORNER YARD):** On a corner lot the side yard immediately adjoining a public street not otherwise defined as the front yard.

6. **Bulk storage, mini-storage, self-storage, climate-controlled facilities** in I-2 District.
7. **Bus terminal or any other public transportation terminal facilities** in any use district.
8. **Cemetery or mausoleum** in any use district.
9. **Chemical manufacturing** in B-P and I-2 Districts.
10. **Church** in R-1, R-2, R-5, R-1A, and R-1E Districts. Permitted by right in R-3, R-4, O-T, and I-2 Districts. Churches shall be on a minimum lot size of 10,000 square feet, with a 75-foot minimum width. The front yard setback shall be at least 30 feet, the rear yard shall be a minimum of 30 feet and the side yards at least 25 feet. The height of the building shall be a maximum of 45 feet with the tower no taller than 75 feet.

11. **Commercial Solar Energy Facility in the I-2 District. See Section 21.12.H.3 for additional regulations.**

~~11.12.~~ **Compost facility** in the I-2 District.

~~12.13.~~ **Day care center** in any use district other than Residential Districts.

~~13.14.~~ **Dining, open air** designed for more than 12 customers, in B-1, B-2, O-T and OR&D Districts. In no case shall the open-air dining facility block the sidewalk or entrances, or extend beyond the storefront, or extend beyond the property limits.

~~14.15.~~ **Residential dwellings**, above the ground floor, as secondary uses to primary commercial and office uses, in B-1 and B-2 districts, anywhere other than the Old Town (Downtown).

~~15.16.~~ **Drive-through/up service** in any use district, other than Residential and O-T Districts.

~~16.17.~~ **Extraction or processing of gravel, sand, minerals or other raw materials including asphalt plant and concrete plant** in the I-2 District.

~~17.18.~~ **Fire station** in any use district.

~~18.19.~~ **Freight terminal** in I-1, I-2, and B-P Districts.

~~19.20.~~ **Funeral home, mortuary** in B-1, B-2, I-1 and I-2 Districts.

~~20.21.~~ **Golf course, public or private** in any use district.

~~21.22.~~ **Group home, halfway house** in B-1, B-2, R-4 and R-5 Districts.

~~22.23.~~ **Gun ranges, skeet and trap shooting, archery ranges**, in the I-2 District.

~~41.42.~~ **Private park or private playground** in any use district.

~~42.43.~~ **Racetrack, raceway, race course** in the I-2 District.

~~43.44.~~ **Radio and television transmitting or antenna towers (commercial) and other electronic equipment requiring outdoor structures, and including antenna towers used for the sending of private messages but not including private receiving aerials, antennas, or towers** in any use district; however, permitted by right in the I-2 District. See Section 21.12.H for additional regulations.

~~44.45.~~ **Recycling drop-off centers** in I-1 and I-2 District, where, if in the I-1 District, there is no processing on-site other than bailing or bundling, and no outdoor processing or storage of any materials, equipment, or product of any kind.

~~45.46.~~ **Rest home, nursing home, assisted living** in B-1, B-2, R-4 and R-5 Districts.

~~46.47.~~ **Salvage yard, junkyard, waste disposal, waste recycling, or sanitary landfill** in the I-2 District.

~~47.48.~~ **Schools, elementary, high and college, business or trade, public or private** in any use district.

~~48.49.~~ **Slaughter house** in the I-2 District.

~~50.~~ **Tattoo and body piercing** in the I-2 District.

~~49.51.~~ **VEHICLE RENTAL FACILITY** in the B-2, I-1, and I-2 Districts. See Section 21.12.H.# for additional regulations.

~~50.52.~~ **Zoo** in any use district other than Residential Districts.

~~51.53.~~ And any other similar uses as determined by the Zoning Administrator in writing.

**D. CONDITIONS OF APPROVAL.** The Planning and Zoning Commission may recommend and the Village Board may impose such conditions or restrictions as appear necessary to minimize the possible detrimental effects of such special use upon other properties in the neighborhood or community.

**E. PROCEDURE.** The procedure to be followed in considering applications for special uses shall be as follows:

1. **Applications.** An application verified by the owner or authorized agent of the owner of the property involved shall be filed with the Community Development Department for the attention of the Planning and Zoning Commission that shall contain or be accompanied by all required information. Village application forms shall be used and are available in the Community Development Department.



- a. Purpose and Intent. It is the intent of this Section to protect and preserve the health, safety, welfare and morals of the citizens of the Village by regulating Adult Business within the Village.
- b. General Standards.
  - I. A separate special use permit must be issued for each Adult Business as defined in Section 21.3.
  - II. Location Restrictions: No Adult Business shall be operated within 1,000 feet of a residential zoning district or within 1,000 feet of the property boundaries of any school, day care center, cemetery, public park, public housing, nursing home, rest home, sheltered care facility and church. The distance limitation shall be measured in a straight line from the lot lines of said Adult Business and applicable residential zoning district, school, day care center, cemetery, public park, public housing, nursing home, rest home, sheltered care facility, and place of religious worship.
  - III. Only one Adult Business shall be permitted per block face.
  - IV. Sign Requirements: The following sign requirements shall apply to any Adult Business:
    - i. All signs shall be flat wall signs.
    - ii. The amount of allowable sign area shall be 1 square foot of sign area per foot of lot frontage on a street, or as permitted by Chapter 29, Sign Code, of the Code, whichever is more restrictive.
    - iii. Window areas shall not be covered or made opaque in any way. No sign shall be placed in any window. One, 1-square foot sign may be placed on the door to state hours of operation and admittance to adults only.
  - V. Advertising: No merchandise or pictures of the products or entertainment on the premises shall be displayed in window areas or any area where they can be viewed from the sidewalk in front of the building.
  - VI. Alcoholic Liquor Prohibited: It shall be unlawful for any Adult Business to sell, distribute, or permit beer or alcoholic beverages on the premises.

**2. Commercial Solar Energy Facility, in the I-2 District.**

- a. Purpose and Intent: To provide specific regulations for the placement, construction, and modification of Commercial Solar Energy Facilities.
- b. Applicability: Any device or assembly of devices that is ground installed and uses solar energy from the sun for generating electricity for the primary purpose of wholesale or retail sale and not primarily for consumption on the property on which the device or devices reside.
- c. Site Requirements: the following standards for site development shall apply in addition to the requirements set forth in Chapters 21, 22, 26, and 30.
  - I. Solar panels, structures, and electrical equipment shall be erected no less than two hundred (200) feet from any lot line.
  - II. All utilities servicing the site shall be buried under the ground.
  - III. Solar panels shall have a surface that minimizes glare and shall not create glare on surrounding buildings.
  - IV. To prevent erosion, manage run-off, and provide ecological benefit, the area under and between the solar panels shall include plant species approved by the Public Works Director or their designee.
  - V. The perimeter of the facility shall include a landscape screening buffer that is at least twenty feet (20') wide and consists of a berm, shrubs, and evergreen trees that are at least as tall as the solar panels.
  - VI. Buildings shall include a masonry exterior façade and shall be no more than fifteen feet (15') in height. All roof-mounted mechanical equipment shall be screened by a parapet wall.
  - VII. The Commercial Solar Facility shall meet all applicable building codes.
- d. Safety
  - I. Prior to construction, the operator shall prepare an emergency management plan acceptable to the Village and the local fire district. The operator shall be responsible for the training of emergency personnel, as needed.
  - II. A sign shall be posted providing the name of the operator and a phone number to be used in case of an on-site emergency.
  - III. Access shall be granted, provided appropriate advance notice, for periodic inspections of the site by the Village and the local fire district.

- IV. Damaged solar panels shall be removed, repaired, or replaced within sixty (60) days of damage. The ground shall remain free of debris from damaged solar panels at all times.
- V. The operator shall maintain the ground cover at all times and dried brush shall be removed immediately.

e. Abandonment

- I. The Commercial Solar Energy Facility shall be considered abandoned if the operator fails to pay rent, taxes, and/or ceases to generate electricity for a period of twelve (12) consecutive months. A report of electrical power production shall be provided to the Village upon request. An abandoned Commercial Solar Energy Facility shall be decommissioned and removed within ninety days (90) days from the time it is deemed abandoned. The operator may appeal in writing to the Village Manager for an extension of time in order to remove the Commercial Solar Energy Facility.
- II. Decommissioning and removal of the Commercial Solar Energy Facility shall be the responsibility of the operator upon abandonment or repeal of the Special Use Permit. The following shall be provided prior to a Site Development Permit being issued for the site:
  - i. The operator shall submit a decommissioning plan that shows the final site conditions after the COMMERCIAL SOLAR ENERGY FACILITY has been removed from the property. Decommissioning plans shall require the removal of all solar panels, electrical equipment, poles, piles, foundations, and conduits (above and below ground). Access roads, fencing, ground cover, and landscaping may remain upon review and approval by the Village.
  - ii. The operator shall submit an engineer's estimate of cost for decommissioning the COMMERCIAL SOLAR ENERGY FACILITY and restoring the site in accordance with the approved decommissioning plan. Upon review and approval by the Village Engineer of the estimate, the operator shall obtain a bond or letter of credit to be held by the Treasurer in the amount of one hundred twenty (120%) of the estimate.
  - iii. During the operation of the facility, a new engineer's estimate of the cost for decommissioning shall be submitted every ten (10) years to the Village. Upon approval of the estimated costs by the Village Manager, a revised surety shall be provided to the Village in the amount of one hundred percent (100%) of the new estimate.

- i. In residential districts, the equipment cabinet or structure may be located:
  - a) In a front or side yard provided the cabinet or structure is no greater than 4 feet in height or 24 square feet of gross floor area and the cabinet/ structure is located a minimum of 6 feet from all lot lines. The cabinet/structure shall be screened by an evergreen hedge with an ultimate height of at least 42-48 inches and a planted height of at least 36 inches.
  - b) In a rear yard, provided the cabinet or structure is no greater than 6 feet in height or 24 square feet in gross floor area. The cabinet/structure shall be screened by an evergreen hedge with an ultimate height of 8 feet and a planted height of at least 36 inches.
- ii. In commercial or industrial districts, the equipment cabinet or structure shall be no greater than 6 feet in height or 64 square feet in gross floor area. The structure or cabinet shall be screened by an evergreen hedge with an ultimate height of 8 feet and a planted height of at least 36 inches. In all other instances, structures or cabinets shall be screened from view of all residential properties, that abut or are directly across the street from the structure or cabinet by a solid fence, 6 feet in height or an evergreen hedge with an ultimate height of 8 feet and a planted height of at least 36 inches.

III. Antennas Located on Towers:

- i. The related unmanned equipment structure shall not contain more than 300 square feet of gross floor area nor be more than 15 feet in height, and shall be located in accordance with the minimum yard requirements of the zoning district in which located.

Removal of Abandoned Antennas and Towers. Any antenna or tower that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of such antenna or tower shall remove the same within 90 days of receipt of notice from the Village notifying the owner of such abandonment. Failure to remove an abandoned antenna or tower within said 90 days shall be grounds to remove the tower or antenna at the owner's expense. If there are two or more users of a single tower, then this provision shall not become effective until all users cease using the tower.

**4. Vehicle Rental Facility, in the B-2, I-1, and I-2 Districts.**

- a. Purpose and Intent: To provide specific regulations for the design of Vehicle Rental Facilities.
- b. Applicability: Any facility that supports the pick-up, return, storage, service, and preparation of vehicles for rental purposes.
- c. General Standards:
  - I. Rental vehicles being stored shall be stored in the rear of the facility.
  - II. No vehicle repairs shall occur inside or outside of the facility unless a separate special use permit for said purposes is issued.
  - III. Rental vehicle pick-up and drop-off can occur in the front or sides of the facility. The rental vehicle shall be moved to the rear of the facility within twenty-four (24) hours.
  - IV. A site plan shall be submitted with the special use permit application. The site plan needs to show the location of the parking stalls dedicated to stored rental vehicles in the rear of the facility. There shall be enough remaining parking stalls for employees, customers, and other businesses on the property (if applicable).
  - V. Rental vehicles shall be operational and in a state of good repair at all times.
- a.d. Existing Vehicle Rental Facilities: All existing vehicle rental facilities are required to apply for a special use permit within six (6) months of the passage of this code.

- a. **Height.** Height shall be measured from the average grade of the front yard. Fence posts shall not exceed 48 inches in height. In order to allow the incorporation of decorative features, caps or finials measuring up to 6 inches in height may be added to the fence posts. Fence materials between the posts shall be not less than 36 inches in height nor more than 42 inches in height.
  - b. **Degree of Openness.** Fences shall be at least 40 percent permeable by light and air when viewed perpendicular to the plane of the fence, and as determined by calculating the surface area of the slats, posts, bars, or other solid materials in relation to the effective surface area of the apertures. Any plantings located along the fence shall be maintained to prevent the plant materials from interfering with the specified degree of openness.
  - c. **Setback.** Fences shall be no closer to the street than the property line or 24 inches inside of the inner edge of the public sidewalk closest to the building, whichever provides the greater setback from the public right-of-way.
  - d. **Materials and Style.** Fences shall be constructed of wrought (forged) iron, cast iron, split rail, wrought or cast aluminum or PVC painted to resemble iron (replica aluminum) or wood, or sawn wood posts or wood pickets. Support posts may be made of the same material or of stone or masonry, and said posts shall not be greater than 24 inches in width. Posts greater than 12 inches in width shall be spaced at least 8 feet apart. In keeping with the historic flavor of the Old Town District, all iron or replica aluminum fences shall be ornamental in style, employing the use of such motifs as scrollwork, finials, or other decorative features. Plain, contemporary styles shall be prohibited. Wood fences shall be decorative in style and shall be painted and maintained. Chain link, wire, board-on-board, basket weave, stockade, or similar types of fence styles are not permitted in front yards. Fence colors shall be related naturally to their styles and be compatible with the architectural design of the building on the lot where the fence is to be erected. For safety reasons, no fence should have unshielded sharp points or finials.
  - e. **Construction.** Fences shall be erected so that all horizontal or vertical supporting members shall face inward.
3. **Corner Lot Side Yard Fences.** Exterior side yard fences shall be permitted in the R-1E, R-1, R-1A, R-2, R-3, and O-T zoning districts, subject to the following:
- a. **Height.** Exterior side yard fences shall not exceed ~~42~~forty-two inches (~~42~~72) in height depending on the degree of openness. Height shall be measured from the average grade of the exterior side yard.
  - b. **Degree of Openness.** Exterior side yard fences that are up to forty-two inches (42") in height shall be at least ~~40~~forty percent (~~40~~40%) permeable by light and air when viewed perpendicular to the plane of the fence, and as determined by calculating the surface area of the slats, posts, bars, or other solid materials in relation to the effective surface area of the apertures. The height of an exterior side yard fence may be increased to seventy-two inches

(72") if the degree of openness is a minimum of sixty percent (60%) permeable by light and air.

- c. **Setback.** Exterior side yard fences shall be set back a minimum of 5 feet from the property line or 5 feet from the inner edge of the public sidewalk closest to the building whichever provides the greater setback from the public right-of-way.
  - d. **Materials and Style.** Exterior side yard fences shall be constructed of wrought (forged) iron, cast iron, split rail, wrought or cast aluminum or PVC painted to resemble iron (replica aluminum) or wood, or sawn wood posts or wood pickets or coated chain link. Support posts may be made of the same material or of stone or masonry. Board-on-board, basket weave, stockade, or similar types of fence styles shall not be permitted in exterior side yards. Fence colors shall be related naturally to their styles and be compatible with the architectural design of the building on the lot where the fence is to be erected.
4. **Variations.** See Section 21.17 herein.

#### **E. RETAINING WALLS.**

1. No retaining walls shall be constructed in Village easements or right-of-ways.
2. Mortar/concrete block is the recommended material for retaining walls. Retaining walls shall not be constructed of wood, timbers, or railroad ties.
3. Retaining walls less than 26 inches above the lower grade level shall be buried at least 6 inches below grade and do not require a site development permit.
4. Retaining walls 26 inches or more above the lower grade level shall be required to obtain a site development permit. Walls installed during mass grading will be reviewed with the grading permit. When possible, all retaining walls shall be installed at the time of mass grading. Walls installed after mass grading require a separate Site Development permit.
5. Plans for retaining walls 26 inches or more in height shall be stamped by a structural engineer to verify that the type of wall is appropriate for the specific location and the materials to be used are sufficient for the intended use.
6. Slopes of 2 to 1 or steeper shall warrant the use of retaining walls.
7. For safety purposes retaining walls over 4 feet above the lower grade level shall have a fence on top.
8. Retaining walls constructed more than 10 feet above the lower grade level shall be terraced to include a landscaped area to break up the wall.

#### **F. SWIMMING POOLS AND WATER GARDENS.**



***VILLAGE OF ALGONQUIN  
MEMORANDUM***

DATE: April 24, 2024

TO: Tim Schloneger, Village Manager

FROM: Todd A. Walker, Assistant Village Manager, IPMA-CP, SPHR, ARM

SUBJECT: Resolution Authorizing Continuation of MCMRMA

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As you know, the Village has been a member of MCMRMA for the past 25+ years. MCMRMA serves as a municipal pool that provides our workers compensation, property coverage, general liability and safety training. MCMRMA's normal 5-year term is set to expire June 30. The resolution is designed to seek approval and extend the term, but does not commit any individual member to more than what is already provided in the by-laws and by State Statute.

Please let me know if you need additional information or clarification on the attached document.

Attachments



# **RESOLUTION NO. 2024 - \_\_\_\_\_**

## **A RESOLUTION AUTHORIZING CONTINUATION OF THE MCHENRY COUNTY MUNICIPAL RISK MANAGEMENT AGENCY**

**WHEREAS**, the McHenry County Municipal Risk Management Agency (MCMRMA) is a governmental self-insurance pool, formed pursuant to Article VII §10 of the Illinois Constitution, and the Illinois Intergovernmental Cooperation Act, 5 ILCS §2201-1 et. seq., and governed according to an intergovernmental agreement, hereinafter referred to as the “Contract and By-laws;”

**WHEREAS**, as of the end of its current fiscal year, ending June 30, 2024, MCMRMA will have been in existence for thirty-six (36) years, which will end its current term, during which it has provided protected collective self-insurance for the governmental entities which have been members of MCMRMA;

**WHEREAS**, the Village of Algonquin is a Member of MCMRMA, and wishes to continue MCMRMA’s existence;

**WHEREAS**, the passage of this resolution does not in any way restrict the ability of the Village of Algonquin to withdraw from MCMRMA in accordance with the terms of the Contract and By-Laws and state law.

**NOW, THEREFORE**, be it resolved by the Village of Algonquin, Illinois:

**SECTION 1.** MCMRMA, of which the Village of Algonquin is a Member, at the conclusion of the current fiscal year, ending June 30, 2024, shall continue in existence under the terms of its Contract and By-Laws;

**SECTION 2:** The Contract and By-Laws of MCMRMA shall continue to constitute the intergovernmental agreement between the Village of Algonquin and the other Members of MCMRMA.

**SECTION 3:** This resolution shall be in full force and effect immediately upon its passage.

PASSED BY THE VILLAGE BOARD OF THE VILLAGE OF ALGONQUIN this \_\_\_\_ day of \_\_\_\_\_, 2024.

**VILLAGE OF ALGONQUIN**

APPROVED:

\_\_\_\_\_  
President

ATTEST:

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



**VILLAGE OF ALGONQUIN**  
*GENERAL SERVICES ADMINISTRATION*

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

DATE: May 6, 2024

TO: President Sosine and Village Board of Trustees

FROM: Tim Schloneger

SUBJECT: Legislative Representation Agreement

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Tryon Governmental Consulting previously assisted the Village with capital development project funding and legislative activities, but has since partnered with EOSullivan Consulting.

Services include but are not limited to working with State of Illinois Officials to review the Capitol Plan of the Village and its financial impact on Village constituencies: briefing the Governor's office and Senate and House Members; representation at legislative hearings; advocacy to certain legislators, regulators and their staffs on the Village Capitol Plan; giving timely reports to the Village on the progress of a statewide capitol bill and its impact on the Village.

This agreement is effective through 04/30/25 and may be automatically renewed annually on May 1st. The annual contract cost is \$48,000.

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VILLAGE OF ALGONQUIN

**PROPOSAL FOR CONSULTING SERVICES**

May 3, 2024

*This Agreement contains proprietary information and may not be distributed to any other entity or person not associated with or in the employment of the Village of Algonquin.*

THIS AGREEMENT, is entered into as of 05/01/24 by and between the Village of Algonquin (hereinafter called "Client") with its offices located at 2200 Harnish Drive, Algonquin, IL 60102 and EOSullivan Consulting, LLC (hereinafter called "EOS") with its offices located at 1728 Eric Lane, Libertyville, IL 60048

WITNESSETH:

WHEREAS, Client wishes to retain EOS to furnish certain consulting services (hereinafter more particularly described), which EOS is qualified to perform on behalf of Client in the State of Illinois; and

WHEREAS, EOS is willing to render such services and is properly registered to do so,

NOW, THEREFORE, the parties hereto do agree as follows:

1. Term

- (a) This agreement shall be effective as of 05/01/24 and continue in full force and effect through 04/30/25 and shall automatically be renewed annually on May 1<sup>st</sup>. Subject to (60) days written notice; the agreement may be terminated for any reason by either party.
- (b) Termination shall not extinguish any of the contractual obligations of EOS or Client set forth in Sections 6, 7 and 8 of this Agreement and shall in no way be deemed to be construed as a restriction, limitation, or waiver of either party's rights to pursue any additional available remedy at law or equity.



- (c) Payment received from client for work performed after the terms stated in Section 1(a) will continue this agreement in full force and effect until a notice of termination letter, as set forth in Subsection (a) above, is received by either party.
- (d) Notwithstanding the provisions of Subsection (a), should Client terminate this agreement without cause at any time prior to six months from the termination date of this agreement, Client shall pay to EOS one-half the annual retainer fee as referenced in Section 3(a) as liquidated damages. Should such termination occur after six months from the termination date of this agreement, Client shall pay to EOS the remainder of the annual retainer fee as liquidated damages.

## 2. Consulting Services

- (a) Client hereby retains EOS and EOS hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation, and interests of Client in the State of Illinois in performing consulting services (hereby called "Services"). Such services shall include, but not be limited to, the following:
  - (i) Meet with the Legislators who represent the Village of Algonquin to review the Village of Algonquin's Comprehensive Capital improvement Plan.
  - (ii) Meet with Village staff and review each project and determine the projects that are consistent with a State of Illinois Capital Fund Plan.
  - (iii) Meet with the Mayor and Village Manager to develop a strategic timeline to meet with state officials.
  - (iv) Develop communication and talking points to support the goals of Village of Algonquin's capital Improvement plan.
  - (v) Schedule and facilitate leadership meetings with Senate and House Members who engage in the preparation of a statewide capital plan.
  - (vi) Engage as directed by Village staff to assist in the approval process.
  - (vii) Attend any community, committee, or public meetings at the direction of Village staff; and
  - (viii) On instructions from an authorized representative designated under Section 5, undertake such actions as Client may deem appropriate and consistent with the objectives of this Agreement. These actions may include appearing and/or testifying at hearings to promote the interests of Client with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.
  - (ix) EOS shall employ Michael Tryon with Tryon Governmental Consulting for the length of the contract. Client shall not be responsible for this employee compensation.





- (b) EOS shall provide Client with written reports on its activities under this agreement on a monthly basis, as well as sections pertinent to Client contained in EOS's semi-annual reporting requirements of activities to the State of Illinois.
- (c) EOS shall maintain close liaison and frequent communication with the authorized representative designated under Section 5.

### 3. Compensation

- (a) In consideration of EOS's rendering of Services, Client shall make monthly payments of \$4,000 for an annual contract cost of \$48,000 to begin within 30 days from the acceptance date of this agreement by both the Client and EOS. Electronic invoices will be emailed on the first of each month to Tim Schloneger ([timschloneger@algonquin.org](mailto:timschloneger@algonquin.org)) with payment due net 30 days.
- (b) It is understood and agreed that the compensation recited in Subsection (a) includes usual and ordinary costs and expenses. If EOS determines that there is a need to incur extraordinary costs and expenses in the performance of Services, and the nature, amount and circumstances thereof are fully disclosed to Client and prior written approval obtained from an authorized representative designated under Section 5, Client shall reimburse EOS for all such extraordinary costs and expenses upon receipt of a detailed accounting.

### 4. Relationship with Other Clients

Should a possible conflict of interest arise at any time during the term of this Agreement between the interests of Client and those of EOS, EOS agrees, if so directed by Client, to promptly refrain from performing Services with respect to such area of conflicting interest. EOS agrees that Client shall have the right to immediately terminate this Agreement with respect to itself at any time without liability upon written notice to EOS if, in Client's sole judgment and upon reasonable basis and belief, EOS's representation of its other client's conflicts with the best interests of Client.

### 5. Authorized Representative

For the purpose of this agreement, Client's authorized representative shall be as follows: Tim Schloneger, Village Manager. Client may designate from time to time additional or substitute authorized representatives by written notice to EOS. EOS's primary contact will be Ed Sullivan. EOS may designate such other additional or substitute authorized representatives who are acceptable to Client. Client agrees that such acceptance shall not be unreasonably withheld.



## 6. Compliance with State and Federal Laws

The parties recognize and agree that both have a policy to comply fully with the applicable federal, state, and local laws regulating any and all such consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

- (a) As required by the Lobbyist Registration Act (25 ILCS 170) we at EOS will annually register and list Client, as one who employs us to perform lobbying services on clients' behalf for the contract term.
- (b) Section 3 of the Lobbyist Registration Act (25 ILCS 170) requires registration by "any person who employs another person for the purposes of influencing executive, legislative or administrative action". Therefore, Client will be required to register annually and pay annual registration fees as a lobbying entity pursuant to the provision above.
- (c) Any Clients currently or planning on submitting bidding contracts (RFP) with the State of Illinois will be required to register with the Illinois State Board of Elections. All bidding contracts are required to include a certificate of registration in submitted proposals. Registration can be done at: <http://www.elections.state.il.us/BusinessRegistration/BusinessRegistration.aspx>.

## 7. Indemnification

- (a) EOS will assume full responsibility for and shall indemnify and hold harmless Client and its directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of EOS or any breach by EOS of any of the terms and provisions of this Agreement.
- (b) Client will assume full responsibility for and shall indemnify and hold harmless EOS and its subsidiaries and their directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of Client or any breach by Client of any of the terms and provisions of this Agreement.

## 8. Confidentiality

EOS agrees not to disclose to any third party or use, except in connection with Services, or as may be consented to by the Client or otherwise





required by law, any confidential information obtained concerning the business and operations of the Client, as well as confidential information developed by EOS in rendering services. Should any of this information be made available in the public domain by Client or by third parties, EOS shall be free to use such publicly available information without breach of this Agreement.

#### 9. Independent Contractor

EOS is and shall act as an independent contractor rendering Services hereunder

#### 10. Notice

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in first class U.S. mail properly addressed to the appropriate party at the address set forth below:

Consultant: EOSullivan Consulting, LLC  
1728 Eric Lane, Libertyville, IL 60048  
Phone: 847.417.9402  
Email: Ed@EOSullivanConsulting.com  
EIN # 81-2950562

Client: Village of Algonquin  
2200 Harnish Drive, Algonquin, IL 60102  
Phone: 847.658.2700  
Email: timschloneger@algonquin.org

#### 11. Miscellaneous

- (a) This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any and all prior agreements, whether written or oral, between the parties. A waiver by either party with respect to any breach or default or of any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.
- (b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.





In Witness Whereof, the parties hereto agree to the deliverables, scope, cost, and terms & conditions of this Agreement. Client representative is duly authorized to enter into this Agreement.

**EOSULLIVAN CONSULTING**

**VILLAGE OF ALGONQUIN**

Signature: *Edmund Sullivan*

Signature: \_\_\_\_\_

Printed Name: *Edmund O. Sullivan*

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

Title: *Owner / President*

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

Date: *05/02/24*

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





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

**– M E M O R A N D U M –**

DATE: May 14, 2024

TO: Tim Schloneger, Village Manager

FROM: Jake Benner, Engineer II

SUBJECT: Recommendation to Approve the Design Engineering Services Agreement with Christopher B. Burke Engineering for the Brittany Hills Subdivision Improvements Project

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Attached is a proposal from Christopher B. Burke Engineering, LTD (CBBEL) to provide design engineering services for the Brittany Hills Subdivision Improvements Project along with a map outlining the project limits. Public Works staff have identified the streets in this subdivision to be in need of repair, with the project scope including full-depth reclamation (FDR), selective sidewalk and curb and gutter replacement, ADA ramp upgrades, utility structure adjustments, and selective driveway replacements.

The current pavement conditions of the 1.7 miles of roadway in the Brittany Hills subdivision are poor, with significant cracking and other signs of distress. The Pavement Condition Index from three years ago for the streets ranges from 24-45, which indicates serious deficiency and base failure for some locations. As a result, staff recommend 12-inch FDR on the streets that take on higher traffic volumes and have the worst current conditions. The streets in fairer condition that have lower traffic volumes will receive resurfacing at a depth of two inches.

Village staff anticipate design to begin in June and the final set of plans and specifications to be ready for bid in late January 2025. Construction is expected to begin in April 2025.

The services from CBBEL will include a topographic survey, a geotechnical investigation, preliminary engineering, and the preparation of plans and specifications. The not-to-exceed fee for these services is \$201,975. The estimated construction costs for this project are approximately \$2.7 million, which puts the design services below the typical 10-12% range for engineering fees on roadway projects. The Village will utilize the amount budgeted in the Street Improvement Fund for FY2024-25 to cover the design fees.

**Summary**

1. This agreement will allow CBBEL to provide engineering services for the Brittany Hills Subdivision Improvements Project.
2. The work will address the poor condition of the streets in this subdivision.
3. Sufficient funds are available in the FY2024-25 Street Fund.

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 agreement with CBBEL to provide design engineering services for the Brittany Hills Subdivision Improvements Project in the amount of \$201,975.

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

**I. Incorporation of Master Agreement**

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

**II. Project Understanding**

**A. General Understanding/Assumptions**

CBBEL understands the Village of Algonquin would like to complete full depth reclamation on the roadways within the project limits of the Brittany Hills Subdivision, located south of Longmeadow Parkway and east of Sleepy Hollow Road. The total length of roadway work is approximately 1.7 miles for the residential neighborhood. The following is our understanding of the scope of work:

- 4" Grind and Full Depth Reclamation (base stabilization) 10":
  - Cambria Lane (650 ft.)
  - Highmeadow Lane (1,150 ft.)
  - Southridge Trail (2,700 ft.)
  - Sedgewood Trail (1,100 ft.)
  - Boulder Bluff Lane (1,200 ft.)
  - White Chapel Lane (400 ft.)
- 2" HMA Grind and Overlay:
  - Westbrook Court (200 ft.)
  - Tealwood Court (180 ft.)
  - Sedgewood Court (270 ft.)
  - Cambria Court (280 ft.)
  - Highmeadow Court (150 ft.)
  - White Chapel Ln Cul-De-Sac
  - Southridge Trail Cul-De-Sac
- New paved access to the Southridge Trail Cul-De-Sac lift station
- Spot curb and gutter removal and replacement
- Spot PCC sidewalk removal and replacement
- Spot driveway apron removal and replacement
- Drainage and utility structure adjustments
- Drainage solutions at
  - SE corner of Sedgewood Trail and Boulder Bluff Lane
  - Inlet at 1150/1160 White Chapel Ln
- Spot drainage and utility removal and replacement
- ADA ramp assessment and design
- Landscape restoration, as necessary

We understand that the Village has collected information on the existing sidewalks, curb and gutter, and drainage and utilities. It is our understanding that the Village will provide an asset condition report for these facilities, and a list of locations where areas of removal, replacement, or rehabilitation of these facilities are necessary.

The following tasks are not included in the scope of this project:

- Intersection improvements on Longmeadow Parkway and Sleepy Hollow Road
- Water main removal, replacement, or adjustment.

It is our understanding the project will be designed in the summer of 2024, and construction beginning in May 2025.

Construction staging may be necessary to limit the residential impacts as part of the improvements. CBBEL understands that local funds will be used for all construction costs, as well as all design and construction engineering fees.

**B. Design Criteria**

Village of Algonquin/IDOT design criteria will be utilized for this project.

**III. Scope of Services**

**A. Surveying and Geotechnical Services**

CBBEL will perform topographic survey based on the following tasks.

**Task A.1 – Topographic Survey of Project**

The Topographic Survey for twenty two (22) ADA Corners within the Project Limits for special ADA ramp design will be performed as per attached ADA scope exhibit.

Horizontal and Vertical Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters (curb, gutter flow line, and edge of pavement/ face of curb), pavement markings, signs, Manholes or Utility Vaults on sidewalks and parkways and within 10 feet of pavement area adjacent to the curb, drainage structures, driveway culverts, cross road culverts, Fences, Traffic Signals, Signs, traffic cameras, parking meters, and pay boxes, Trees (including DBH) & Bushes, Light and Power Poles , Sidewalks (back and face of sidewalks) and pavement . Elevations every approximately 10 feet along sidewalks, curbs, gutters, building or property line, doorway stoops or steps as applicable and shown on the attached shall be taken. Elevations of roadway 5 feet from edge of pavement to be included.

Base Mapping: All of the above information will be compiled into one base map representative of existing conditions of the project corridor at a scale of 1"=20' for use in all design and engineering work.

### **Task A.2 – JULIE Coordination**

CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way (off-site) & limited areas adjacent to Public Right-of-Way. Identification & location of all private subsurface utilities within project area (on-site) is the responsibility of the client.

### **Task A.3 – Geotechnical Investigation**

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Rubino Engineering. The Geotechnical Investigation will include nineteen (19) pavement cores, at a maximum depth of 3 feet, to determine the existing structure of the pavement and condition of subgrade materials.

Rubino will sawcut a representative existing pavement section at a location to be determined with the least amount of observable gravel base. Material will be collected approximately 10-inches below the existing pavement, and then will be returned to the laboratory for Full Depth Reclamation Mix Design testing. FDR Mix design will be performed in accordance with the IDOT Special Provision for Full Depth Reclamation with Cement or Cement Slurry, which references the IDOT Geotechnical Manual. One (1) composite test will be performed for unconfined compression testing. Upon completion of the field and laboratory work, Rubino will prepare a Full Depth Reclamation Mix Design (FDRMD) Report using the collected data. The report will include the following:

- Summary of client-provided project information and report basis
- Core Location Plan
- Photo documentation of field conditions and core specimens
- Subbase stone thickness and material
- Full Depth Reclamation Mix Design recommendations

Four (4) additional Soil Borings will be prepared as part of the geotechnical investigation, at a maximum depth of 5 feet, to determine the characteristics of underlying soil material below the roadway subbase. Analytical testing of the soils will be conducted to determine expansiveness of the underlying clay, frost susceptibility, moisture content, and other attributes. The findings of the analysis will be included in the final geotechnical report.

The boring study will determine whether the associated laboratory analysis provide a basis for Rubino to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer. A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be provided, and will be addressed to Christopher B. Burke Engineering, Ltd.

## **B. Phase 1 Engineering**

### **Task B.1 – Field Reconnaissance**

CBBEL Staff will perform a Field Reconnaissance of all roadways within the project limits with Village staff. The purpose of the Field Reconnaissance will be to determine the locations, limits, and estimated quantities of drainage structure, driveway apron, curb and gutter, and sidewalk removal and replacement. The results of the Field Reconnaissance will be included in the Preliminary Plans. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

### **Task B.2 – Stormwater Review**

CBBEL will complete a detailed review of drainage problems, inlet locations, storm sewers, and existing drainage patterns throughout the project corridor to provide recommendations for additional inlets or potential storm sewer improvements. Special attention will be given to the following two locations, which were identified by the Village to have documented standing water and ice accumulation problems:

- SE Corner of Sedgewood Trail and Boulder Bluff Lane
- Drainage inlet at 1150/1160 White Chapel Lane

### **Task B.3 – Phase I Report**

CBBEL will prepare a Phase I Report which will consist of the following:

- Preliminary Typical Sections
- Preliminary Plans displaying:
  - Roadway improvements
  - Curb and gutter removal and replacement
  - Sidewalk removal and replacement
  - Driveway apron removal and replacement
  - Sanitary and storm sewer replacement or lining as needed
  - Storm structure adjustments or replacements as needed
- Storm Sewer Assessment
- Estimate of Construction Cost
- Construction Schedule
- Pavement Cores and Soil Analysis
- QA/QC Plan

## **C. Phase 2 Engineering**

### **Task C.1 – Plans, Specifications and Estimates**

CBBEL will prepare engineering plans, specifications and estimates utilizing local funds for the following sheets:

- Cover Sheet
- General Notes Sheets
- Summary of Quantities
- Alignment Ties and Benchmarks
- Existing and Proposed Typical Sections
- Maintenance of Traffic
- Existing Conditions and Removal Plans
- Proposed Roadway Plan and Profiles
- ADA Ramp Plans
- Construction Details

CBBEL will draft the Plan base sheets at a scale of 1"=20' for use during design.

CBBEL will assist the Village in bidding and recommendations of the bids.

### **Task C.2 – Environmental Coordination**

CBBEL will prepare and submit an NOI to the IEPA for the project site improvements. CBBEL will provide the \$250/\$750 check to cover the NOI permit application fee (less than 5 acres = \$250; 5 acres or more = \$750). The application fee will be billed as a Direct Cost. This task includes a project notification submittal to Illinois State Historical Preservation Office (SHPO) and the Illinois Department of Natural Resources (IDNR). If additional consultation is requested by IDNR or SHPO, the work associated with the consultation will be covered under a separate proposal.

CBBEL will prepare a Storm Water Pollution Prevention Plan (SWPPP), for the project in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require input from the design engineer and signed certification statements from all contractors, subcontractors, and the operator as identified in the SWPPP. As part of the SWPPP preparation, CBBEL will select the soil erosion and sediment control (SESC) Best Management Practices (BMPs). CBBEL will submit an electronic copy of the SWPPP to the IEPA, all will provide a copy to be maintained on the project site during construction activities.

## **D. Meetings/Coordination**

2 Meetings with Village, 1 Public Information Meeting (optional)  
CBBEL will provide letter; Village will perform mailing.

## **E. Deliverables**

PDF of the Final Phase I Report  
PDF of Final Engineering Plans, Specifications and Estimate

**F. Services by Others**

19 Pavement cores, FDRMD Report, and LPC-663 by Rubino Engineering.

**G. Information to be Provided by Client**

Village asset condition report and analysis of the existing sidewalk, curb and gutter, sanitary and storm sewer condition, and other existing features

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

**A. Survey**

Task A.1 Topographic Survey of Project

Survey V	6 hrs x \$205/hr	=	\$ 1,230
Survey IV	12 hrs x \$190/hr	=	\$ 2,280
Survey III	12 hrs x \$165/hr	=	\$ 1,980
Survey II	68 hrs x \$140/hr	=	\$ 9,520
Survey I	68 hrs x \$105/hr	=	\$ 7,140
CAD Manager	32 hrs x \$170/hr	=	<u>\$ 5,440</u>
			\$27,590

Task A.2 JULIE Coordination

Survey III	24 hrs x \$165/hr	=	\$ 3,960
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Task A.3 Geotechnical Investigation

Rubino Engineering		=	<u>\$20,110</u>
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**Subtotal Task A \$51,660**

**B. Phase 1 Engineering**

Task B.1 Field Reconnaissance

Engineer V	4 hrs x \$190/hr	=	\$760
Engineer III	8 hrs x \$140/hr	=	<u>\$1,120</u>
			\$1,880

Task B.2 Stormwater Review

Engineer IV	6 hrs x \$155/hr	=	\$930
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Task B.3 Phase I Report

Engineer V	45 hrs x \$190/hr	=	\$8,550
Engineer IV	78 hrs x \$155/hr	=	\$12,090
Engineer III	180 hrs x \$140/hr	=	\$25,200
Engineer I/II	160 hrs x \$115/hr	=	\$18,400
CAD Manager	60 hrs x \$170/hr	=	\$10,200
CAD II	80 hrs x \$125/hr	=	<u>\$10,000</u>
			\$84,440

**Subtotal Task B \$87,250**



**C. Phase 2 Engineering**

Task C.1 Plans, Specifications and Estimates			
Engineer V	30 hrs x \$190/hr	=	\$5,700
Engineer IV	52 hrs x \$155/hr	=	\$8,060
Engineer III	110 hrs x \$140/hr	=	\$15,400
Engineer I/II	125 hrs x \$115/hr	=	\$14,375
CAD Manager	40 hrs x \$170/hr	=	\$6,800
CAD II	54 hrs x \$125/hr	=	<u>\$6,750</u>
			\$57,085

Task C.2 Environmental Coordination

Engineer V	2 hrs x \$190/hr	=	\$380
Engineer III	24 hrs x \$140/hr	=	<u>\$3,360</u>
			\$3,740

**Subtotal Task C \$60,825**

**D. Meetings/Coordination**

Engineer IV	4 hrs x \$155/hr	=	\$ 620
Engineer III	8 hrs x \$140/hr	=	<u>\$1,120</u>
			<b>Subtotal Task D \$ 1,740</b>

Subtotal \$201,475  
Direct Costs \$500  
**Not-to Exceed Fee = \$201,975**

VILLAGE OF ALGONQUIN

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

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

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

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

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

Date: 5/3/2024 \_\_\_\_\_

N:\PROPOSALS\ADMIN\2024\Algonquin Brittany Hills Subdivision Rehab\Algonquin Brittany Hills Subdivision Improvements.042924.docx

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

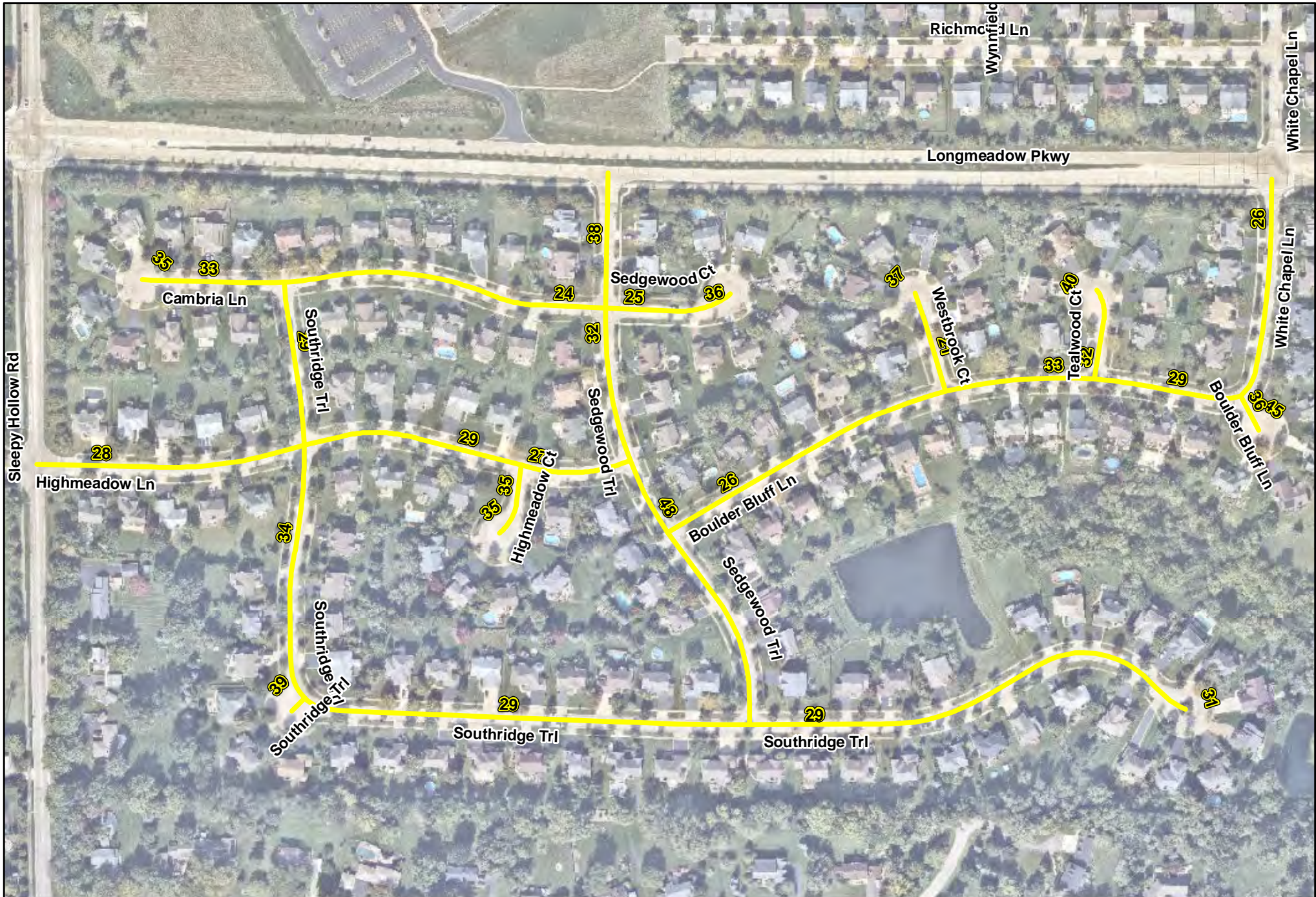
<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI.....	225
Engineer V.....	190
Engineer IV.....	155
Engineer III.....	140
Engineer I/II.....	115
Survey V.....	205
Survey IV.....	190
Survey III.....	165
Survey II.....	140
Survey I.....	105
Engineering Technician V.....	180
Engineering Technician IV.....	150
Engineering Technician III.....	110
Engineering Technician I/II.....	75
CAD Manager.....	170
CAD II.....	125
GIS Specialist III.....	140
Landscape Architect.....	165
Landscape Designer I/II.....	95
Environmental Resource Specialist V.....	190
Environmental Resource Specialist IV.....	155
Environmental Resource Specialist III.....	125
Environmental Resource Specialist I/II.....	85
Environmental Resource Technician.....	110
Administrative.....	95
Engineering Intern.....	60

Updated April 11, 2023



# BRITTANY HILLS SUBDIVISION

1.7 Miles







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

**– M E M O R A N D U M –**

DATE: May 14, 2024

TO: Tim Schloneger, Village Manager

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

SUBJECT: Recommendation to Approve the Design Engineering Services Agreement with Christopher B. Burke Engineering for the Willoughby Farms Subdivision Section 2 Improvements

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Attached is a proposal from Christopher B. Burke Engineering, LTD (CBBEL) to provide design engineering services for the Willoughby Farms Subdivision Section 2 Improvements, along with a map outlining the project limits. Public Works staff have identified the streets in this subdivision that need repair. The project scope including full-depth reclamation (FDR), roadway resurfacing, selective sidewalk and curb and gutter replacement, ADA ramp upgrades, utility structure adjustments, and selective driveway replacements.

The current pavement conditions of the 2.1 miles of roadway in this section of Willoughby Farms are poor to very poor, with significant cracking and other signs of distress. The Pavement Condition Index from 2021 for the streets ranges from 19-35, which indicates base failure in many areas. As a result, staff recommend 12-inch FDR on collector streets and 10-inch FDR on lower volume streets. The streets in fairer condition or cul-de-sacs that have lower traffic volumes will receive resurfacing at a depth of two inches.

Village staff anticipate design to begin in June and the final set of plans and specifications to be ready for bid in late March 2025. Construction is expected to begin in May 2025.

The services from CBBEL will include a topographic survey, a geotechnical investigation, preliminary engineering, and the preparation of plans and specifications. The not-to-exceed fee for these services is \$293,740. While this proposed amount is \$18,740 over the budget, it is important to note that staff has diligently included an investigation for hydrant relocation and realignment of the path crossing at Notting Hill to the scope, thereby increasing the proposal amount.

We propose to utilize the amount budgeted in the Street Improvement Fund for FY2024-25 to cover the design fees. Additional funds from the Brittany Hills Subdivision design proposal and unused funds from Souwanas Trail construction project will be used to cover the difference in the budget for this project, ensuring its financial feasibility.

**Summary**

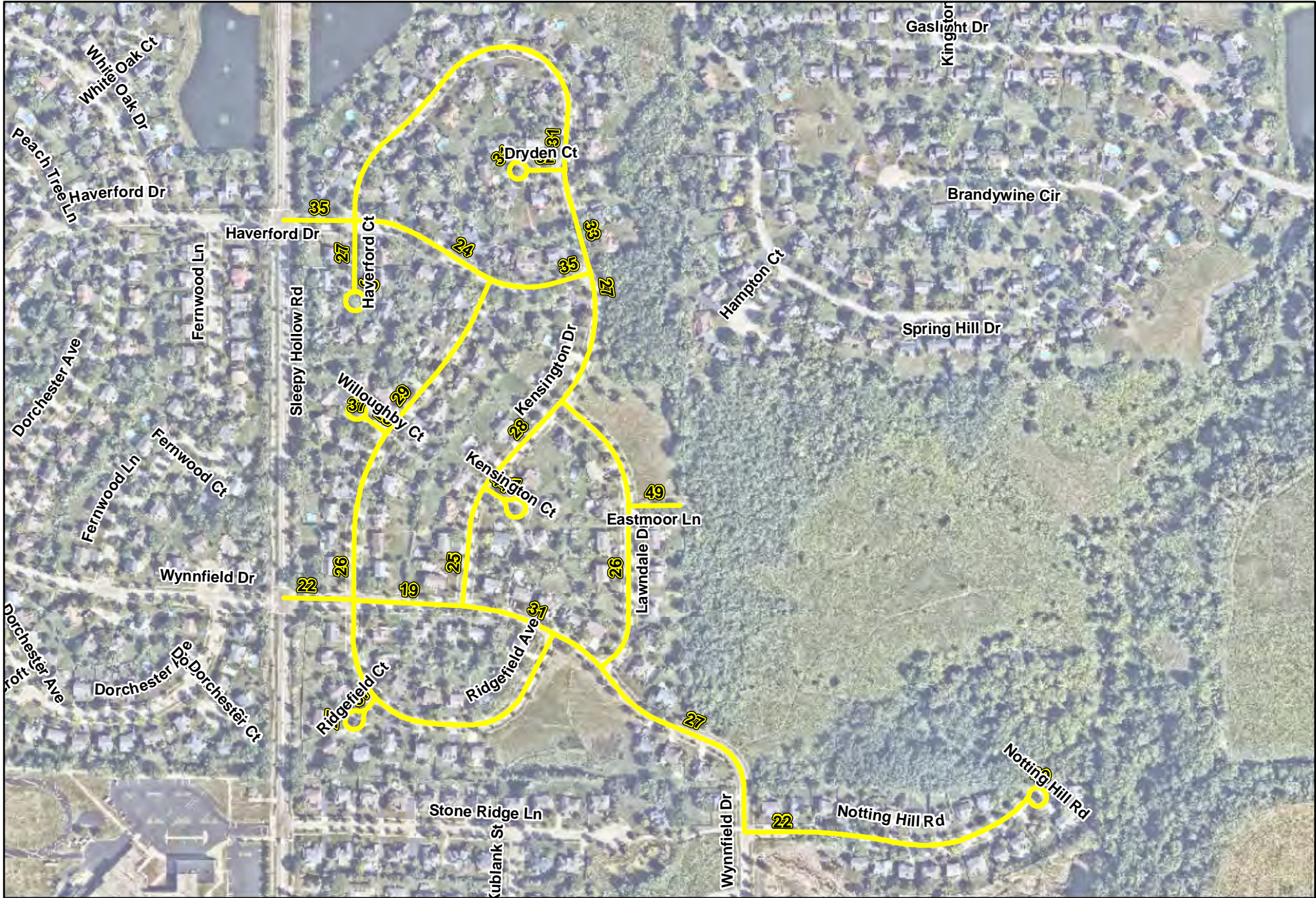
1. This agreement will allow CBBEL to provide engineering services for the Willoughby Farms Subdivision Section 2 Improvements
2. The work will address the poor condition of the streets, non-compliant ADA sidewalks and ramps, and investigate hydrant relocations susceptible to being hit by vehicles.
3. Sufficient funds are available in the FY2024-25 Street Fund with a transfer from the Brittany Hills Subdivision engineering design and Souwanas construction budget.

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 agreement with CBBEL to provide design engineering services for the Willoughby Farms Subdivision Section 2 Improvements in the amount of \$293,740.



# WILLOUGHBY FARMS SUBDIVISION – SECTION 2

2.09 Miles





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

**I. Incorporation of Master Agreement**

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

**II. Project Understanding**

**A. General Understanding/Assumptions**

CBBEL understands the Village of Algonquin would like to complete full depth reclamation on the roadways within the project limits of the Willoughby Farms Section 2 subdivision, located south of County Line Road and east of Sleepy Hollow Road. The total length of roadway work is approximately 2.10 miles for the residential neighborhood. The following is our understanding of the scope of work:

- 4" Grind and Full Depth Reclamation (base stabilization) 12":
  - Wynnfield Drive (1,900 ft.)
  - Haverford Dr (1,000 ft.)
- 4" Grind and Full Depth Reclamation (base stabilization) 10":
  - Ridgefield Avenue (2,250 ft.)
  - Lawndale Drive (1,000 ft.)
  - Notting Hill Road (1,000 ft.)
  - Kensington Drive (2,850 ft.)
- 2" HMA Grind and Overlay:
  - Eastmoor Lane (160 ft.)
  - Dryden Court (175 ft.)
  - Willoughby Court (150 ft.)
  - Haverford Court (280 ft.)
  - Kensington Court (150 ft.)
  - Ridgefield Court (150 ft.)
- Spot curb and gutter removal and replacement
- Spot PCC sidewalk removal and replacement
- Spot driveway apron removal and replacement
- Drainage and utility structure adjustments
- Spot drainage and utility removal and replacement
- Multi-Use Path re-alignment and new crossing at Wynnfield Road and Notting Hill Road.
- Improved Notting Hill Cul-De-Sac with geometric revisions and drainage improvements
- ADA ramp assessment and design
- Landscape restoration, as necessary



We understand that the Village has collected information on the existing sidewalks, curb and gutter, and drainage and utilities. It is our understanding that the Village will provide an asset condition report for these facilities, and a list of locations where areas of removal, replacement, or rehabilitation of these facilities are necessary.

The project will also include an investigation of all existing fire hydrants within the project limits to provide a determination on relocation or replacement of fire hydrants that represent higher vehicle hazards. It is our understanding that several fire hydrants have been hit or damaged by vehicles, largely as a result of the combination of the existing mountable curbs and the hydrants being located very close to the existing back of curb. CBBEL will provide recommendations for individual hydrants to be included in the improvement plans upon coordination with the Village.

The following tasks are not included in the scope of this project:

- Intersection improvements on Sleepy Hollow Road
- Water main removal, replacement, or adjustment.

It is our understanding the project will be designed in the summer of 2024, and construction beginning in May 2025.

Construction staging may be necessary to limit the residential impacts as part of the improvements. CBBEL understands that local funds will be used for all construction costs, as well as all design and construction engineering fees.

**B. Design Criteria**

Village of Algonquin/IDOT design criteria will be utilized for this project.

**III. Scope of Services**

**A. Surveying and Geotechnical Services**

CBBEL will perform topographic survey based on the following tasks.

**Task A.1 – Topographic Survey of Project**

The Topographic Survey for thirty four (34) ADA Corners within the Project Limits for special ADA ramp design will be performed as per attached ADA scope exhibit, full right-of-way to right-of-way topographic survey for Notting Hill Road cul-de-sac (250'LF±), and the Westerly Pathway of the Notting Hill Road and Wynnfield Dr. intersection (200'LF±).

Horizontal and Vertical Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters (curb, gutter flow line, and edge of pavement/ face of curb), pavement markings, signs, Manholes or Utility Vaults on sidewalks and parkways and within 10 feet of pavement area adjacent to the curb, drainage structures, driveway

culverts, cross road culverts, Fences, Traffic Signals, Signs, traffic cameras, parking meters, and pay boxes, Trees (including DBH) & Bushes, Light and Power Poles, Sidewalks (back and face of sidewalks) and pavement. Elevations every approximately 10 feet along sidewalks, curbs, gutters, building or property line, doorway stoops or steps as applicable and shown on the attached shall be taken. Elevations of roadway 5 feet from edge of pavement to be included.

Base Mapping: All of the above information will be compiled into one base map representative of existing conditions of the project corridor at a scale of 1"=20' for use in all design and engineering work.

### **Task A.2 – JULIE Coordination**

CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way (off-site) & limited areas adjacent to Public Right-of-Way. Identification & location of all private subsurface utilities within project area (on-site) is the responsibility of the client.

### **Task A.3 – Geotechnical Investigation**

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Rubino Engineering. The Geotechnical Investigation will include twenty-one (21) pavement cores, at a maximum depth of 3 feet, to determine the existing structure of the pavement and condition of subgrade materials.

Rubino will sawcut two (2) representative existing pavement sections at locations to be determined with the least amount of observable gravel base. Material will be collected approximately 12-inches below the existing pavement, and then will be returned to the laboratory for Full Depth Reclamation Mix Design testing. FDR Mix design will be performed in accordance with the IDOT Special Provision for Full Depth Reclamation with Cement or Cement Slurry, which references the IDOT Geotechnical Manual. Two (2) composite tests will be performed for unconfined compression testing. Upon completion of the field and laboratory work, Rubino will prepare a Full Depth Reclamation Mix Design (FDRMD) Report using the collected data. The report will include the following:

- Summary of client-provided project information and report basis
- Core Location Plan
- Photo documentation of field conditions and core specimens
- Subbase stone thickness and material
- Full Depth Reclamation Mix Design recommendations

Four (4) additional Soil Borings will be prepared as part of the geotechnical investigation, at a maximum depth of 5 feet, to determine the characteristics of underlying soil material below the roadway subbase. Analytical testing of the soils will be conducted to determine expansiveness of the underlying clay, frost susceptibility, moisture content, and other attributes. The findings of the analysis will be included in the final geotechnical report.

The boring study will determine whether the associated laboratory analysis provide a basis for Rubino to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer. A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be provided, and will be addressed to Christopher B. Burke Engineering, Ltd.

## **B. Phase 1 Engineering**

### **Task B.1 – Field Reconnaissance**

CBBEL Staff will perform a Field Reconnaissance of all roadways within the project limits with Village staff. The purpose of the Field Reconnaissance will be to determine the locations, limits, and estimated quantities of drainage structure, driveway apron, curb and gutter, and sidewalk removal and replacement, in addition to documenting field conditions, deficient appurtenances, or other unknowns. The results of the Field Reconnaissance will be included in the Preliminary Plans. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

### **Task B.2 – Stormwater Review**

CBBEL will complete a detailed review of drainage problems, inlet locations, storm sewers, and existing drainage patterns throughout the project corridor to provide recommendations for additional inlets or potential storm sewer improvements. Special attention will be given to the following two locations, which were identified by the Village to have documented drainage problems:

- Notting Hill Road Cul-De-Sac

### **Task B.3 – Fire Hydrant Investigation**

Under this task, CBBEL will investigate all known fire hydrants (approximately 8) within the Willoughby Farms Subdivision (Section 2), including those that have documented accidents with vehicles over the years. CBBEL will coordinate with the Village to collect data including fire hydrant ID, fire hydrant location, distance from back of curb to edge of fire hydrant facing curb, fire hydrant condition, type of curb & gutter, condition of curb & gutter, other above grade items near fire hydrant, auxiliary valve location and condition, water distribution main location, water distribution main size, and water main age.

CBBEL will prepare the appropriate spreadsheets and exhibits for the Village to analyze the trends of the findings throughout the subdivision. CBBEL will prepare cost comparisons of the different methods of removal and replacement remedies for the proposed fire hydrant locations or other strategies for safety. CBBEL will coordinate with the Village and Fire Department to review the proposed improvements and sequencing of the project.

#### **Task B.4 – Phase I Report**

CBBEL will prepare a Phase I Report which will consist of the following:

- Preliminary Typical Sections
- Preliminary Plans displaying:
  - Roadway improvements
  - Curb and gutter removal and replacement
  - Sidewalk removal and replacement
  - Driveway apron removal and replacement
  - Sanitary and storm sewer replacement or lining as needed
  - Storm structure adjustments or replacements as needed
- Storm Sewer Assessment
- Fire Hydrant Investigation and Recommendations
- Estimate of Construction Cost
- Construction Schedule
- Pavement Cores and Soil Analysis
- QA/QC Plan

### **C. Phase 2 Engineering**

#### **Task C.1 – Plans, Specifications and Estimates**

CBBEL will prepare engineering plans, specifications and estimates utilizing local funds for the following sheets:

- Cover Sheet
- General Notes Sheets
- Summary of Quantities
- Alignment Ties and Benchmarks
- Existing and Proposed Typical Sections
- Maintenance of Traffic
- Existing Conditions and Removal Plans
- Proposed Roadway Plan and Profiles
- ADA Ramp Plans
- Construction Details

CBBEL will draft the Plan base sheets at a scale of 1"=20' for use during design.

CBBEL will assist the Village in bidding and recommendations of the bids.

**Task C.2 – Environmental Coordination**

CBBEL will prepare and submit an NOI to the IEPA for the project site improvements. CBBEL will provide the \$250/\$750 check to cover the NOI permit application fee (less than 5 acres = \$250; 5 acres or more = \$750). The application fee will be billed as a Direct Cost. This task includes a project notification submittal to Illinois State Historical Preservation Office (SHPO) and the Illinois Department of Natural Resources (IDNR). If additional consultation is requested by IDNR or SHPO, the work associated with the consultation will be covered under a separate proposal.

CBBEL will prepare a Storm Water Pollution Prevention Plan (SWPPP), for the project in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require input from the design engineer and signed certification statements from all contractors, subcontractors, and the operator as identified in the SWPPP. As part of the SWPPP preparation, CBBEL will select the soil erosion and sediment control (SESC) Best Management Practices (BMPs). CBBEL will submit an electronic copy of the SWPPP to the IEPA, all will provide a copy to be maintained on the project site during construction activities.

**D. Meetings/Coordination**

2 Meetings with Village, 1 Public Information Meeting (optional)  
CBBEL will provide letter; Village will perform mailing.

**E. Deliverables**

PDF of the Final Phase I Report  
PDF of Final Engineering Plans, Specifications and Estimate

**F. Services by Others**

21 Pavement cores, FDRMD Report, and LPC-663 by Rubino Engineering.

**G. Information to be Provided by Client**

Existing plans  
Village asset condition report and analysis of the existing sidewalk, curb and gutter, sanitary and storm sewer condition, and other existing features

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

**A. Survey**

Task A.1 Topographic Survey of Project

Survey V	11 hrs x \$205/hr	=	\$ 2,255
Survey IV	18 hrs x \$190/hr	=	\$ 3,420
Survey III	20 hrs x \$165/hr	=	\$ 3,300
Survey II	88 hrs x \$140/hr	=	\$12,230
Survey I	88 hrs x \$105/hr	=	\$ 9,240
CAD Manager	41 hrs x \$170/hr	=	\$ 6,970
			<u>\$37,415</u>

Task A.2 JULIE Coordination				
Survey III	24 hrs x \$165/hr	=		\$ 3,960
Task A.3 Geotechnical Investigation				
Rubino Engineering		=		<u>\$23,240</u>
	<b>Subtotal Task A</b>			<b>\$64,615</b>

**B. Phase 1 Engineering**

Task B.1 Field Reconnaissance				
Engineer V	4 hrs x \$190/hr	=		\$760
Engineer III	8 hrs x \$140/hr	=		<u>\$1,120</u>
				\$1,880
Task B.2 Stormwater Review				
Engineer IV	6 hrs x \$155/hr	=		\$930
Task B.3 Fire Hydrant Investigation				
Engineer V	3 hrs x \$190/hr	=		\$ 570
Engineer IV	10 hrs x \$155/hr	=		\$1,550
Engineer I/II	28 hrs x \$115/hr	=		<u>\$3,220</u>
				\$ 5,340
Task B.4 Phase I Report				
Engineer V	70 hrs x \$190/hr	=		\$13,300
Engineer IV	95 hrs x \$155/hr	=		\$14,725
Engineer III	240 hrs x \$140/hr	=		\$33,600
Engineer I/II	240 hrs x \$115/hr	=		\$27,600
CAD Manager	90 hrs x \$170/hr	=		\$15,300
CAD II	110 hrs x \$125/hr	=		<u>\$13,750</u>
				\$118,275
	<b>Subtotal Task B</b>			<b>\$126,425</b>

**C. Phase 2 Engineering**

Task C.1 Plans, Specifications and Estimates				
Engineer V	60 hrs x \$190/hr	=		\$11,400
Engineer IV	76 hrs x \$155/hr	=		\$11,780
Engineer III	200 hrs x \$140/hr	=		\$28,000
Engineer I/II	200 hrs x \$115/hr	=		\$23,000
CAD Manager	62 hrs x \$170/hr	=		\$10,540
CAD II	96 hrs x \$125/hr	=		<u>\$12,000</u>
				\$96,720
Task C.2 Environmental Coordination				
Engineer V	2 hrs x \$190/hr	=		\$380
Engineer III	24 hrs x \$140/hr	=		<u>\$3,360</u>
				\$3,740
	<b>Subtotal Task C</b>			<b>\$100,460</b>

**D. Meetings/Coordination**

Engineer IV	4 hrs x \$155/hr	=	\$ 620
Engineer III	8 hrs x \$140/hr	=	<u>\$1,120</u>
	<b>Subtotal Task D</b>		<b>\$ 1,740</b>

Subtotal	\$293,240
Direct Costs	<u>\$500</u>
<b>Not-to Exceed Fee</b>	<b>= \$293,740</b>

VILLAGE OF ALGONQUIN

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

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

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

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

Title: President

Date: 5/7/2024

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

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI.....	225
Engineer V.....	190
Engineer IV.....	155
Engineer III.....	140
Engineer I/II.....	115
Survey V.....	205
Survey IV.....	190
Survey III.....	165
Survey II.....	140
Survey I.....	105
Engineering Technician V.....	180
Engineering Technician IV.....	150
Engineering Technician III.....	110
Engineering Technician I/II.....	75
CAD Manager.....	170
CAD II.....	125
GIS Specialist III.....	140
Landscape Architect.....	165
Landscape Designer I/II.....	95
Environmental Resource Specialist V.....	190
Environmental Resource Specialist IV.....	155
Environmental Resource Specialist III.....	125
Environmental Resource Specialist I/II.....	85
Environmental Resource Technician.....	110
Administrative.....	95
Engineering Intern.....	60

Updated April 11, 2023





VILLAGE OF ALGONQUIN  
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 6, 2024  
TO: Tim Schloneger, Village Manager  
FROM: Jake Benner, Engineer II  
SUBJECT: Recommendation to Approve Renewal of the Street Light Maintenance Contract with H&H Electric Co.

---

On December 14, 2022, bids were opened for the Village's Street Light Maintenance Program. H&H Electric Company (H&H) was the low bidder and they were awarded the contract for 2023. The contract included the option for the Village to renew the program for 2024 (July 1, 2024 – June 30, 2025), using the same contractor and unit prices. This contract provides maintenance of 42 controller cabinets and 16 rapid flashing beacons (RFBs), including any non-routine or emergency repairs needed on those appurtenances.

The attached schedule of prices shows the 42 controller cabinets and 16 RFBs which require routine monthly maintenance as specified in the bid. The Village will get charged \$310.19 per cabinet each month and \$243.15 per RFB each month which results in a yearly maintenance cost of \$203,020.56 – see below.

\$310.19 x 12 =	\$3,722.28 per year for each cabinet
\$243.15 x 12 =	\$2,917.80 per year for each RFB
\$3,722.28 x 42 cabinets =	\$156,335.76 per year
\$2,917.80 x 16 RFB's =	\$46,684.80 per year
<b>TOTAL</b>	<b>\$203,020.56 yearly cost</b>

The entire yearly cost to the Village is \$203,020.56 if there are no issues or non-routine repairs needed to the system. If unforeseen circumstances occur and repairs need to be made to the street lights and their appurtenances, the Village will be charged the unit prices as listed in the contract with a total not to exceed \$313,274.22.

H&H currently holds the contract for our street light maintenance and the existing contract. We have found their service to be satisfactory and have had no issues with the company. Money has been budgeted in the Motor Fuel Tax Fund to pay for this service.

**Summary**

1. The Street Light Maintenance contract requires renewal for work to commence.
2. Village-owned controller cabinets and rapid flashing beacons will receive monthly maintenance, plus additional maintenance to other assets as needed.
3. Monies from the Motor Fuel Tax Fund will be utilized to cover the cost of the work.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval to renew the Street Light Maintenance contract with H&H Electric Co. in the amount of \$313,274.22.



# Local Public Agency Formal Contract

Contractor's Name

H&H Electric Co.

Contractor's Address

2830 Commerce St

City

Franklin Park

State

IL

Zip Code

60131

STATE OF ILLINOIS

Local Public Agency

Village of Algonquin

County

McHenry

Section Number

24-00000-00-GM

Street Name/Road Name

Various street light/electrical component locations

Type of Funds

MFT

CONTRACT BOND (when required)

**For a County and Road District Project**

Submitted/Approved  
Highway Commissioner Signature & Date

Submitted/Approved  
County Engineer/Superintendent of Highways Signature & Date

**For a Municipal Project**

Submitted/Approved/Passed  
Signature & Date

Official Title

**Department of Transportation**

Concurrence in approval of award  
Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Algonquin	Various street light/electrical componen	McHenry	24-00000-00-GM

1. THIS AGREEMENT, made and concluded the 14th day of May 2024 between the Village of Algonquin, known as the party of the first part, and H&H Electric Co., its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 24-00000-00-GM in Village of Algonquin, approved by the Illinois Department of Transportation on 10/30/22, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of Algonquin

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

*(If a Corporation)*

Corporate Name

President, Party of the Second Part Signature & Date

By:

*(If a Limited Liability Corporation)*

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

*(If a Partnership)*

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of Party of the Second Part

*(If an individual)*

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



STATE OF IL  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that  
Notary Name

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

(SEAL)

Notary Public Signature & Date

[Signature box]

Date commission expires \_\_\_\_\_

**SURETY**

Name of Surety

[Name of Surety box]

Title

By:

[Title box]

STATE OF IL  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that  
Notary Name

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

(SEAL)

Notary Public Signature & Date

[Signature box]

Date commission expires \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

[Local Public Agency Clerk Signature box]

[Local Public Agency Type box]

Local Public Agency Type

Clerk

Awarding Authority

[Awarding Authority box]

Awarding Authority Signature & Date

[Awarding Authority Signature box]



Print Form

Print With Instructions

Reset Form

Contractor's Name

H&H Electric Co

Contractor's Address

2830 Commerce Street

City

Franklin Park

State

IL

Zip Code

60131

Local Public Agency

County

Section Number

Village of Algonquin | McHenry | 24-00000-00-GM

Route(s) (Street/Road Name)

Various street light/electrical component locations

**Schedule for Multiple Bids**

Combination Letter	Section Included in Combinations	Total
+		
-		

**Schedule for Single Bid**

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total	
+	A-1	CB-01 (201 N. Harrison St.)	Month	12	310.19	3722.28
-						
+	A-2	CB-02 (1 N. Main St.)	Month	12	310.19	3722.28
-						
+	A-3	CB-03 (County Line Rd. & Edgewood Dr.)	Month	12	310.19	3722.28
-						
+	A-4	CB-04 (Edgewood Dr.)	Month	12	310.19	3722.28
-						
+	A-5	CB-05 (Esplanade Dr.)	Month	12	310.19	3722.28
-						
+	A-6	CB-06 (Corporate Pkwy./Millbrook Dr.)	Month	12	310.19	3722.28
-						
+	A-7	CB-07 (Harnish Dr./Millbrook Dr.)	Month	12	310.19	3722.28
-						
+	A-8	CB-08 (County Line Rd.)	Month	12	310.19	3722.28
-						
+	A-9	CB-09 (Becky Lynn Ln.)	Month	12	310.19	3722.28
-						
+	A-10	CB-10 (800 Square Barn Rd.)	Month	12	310.19	3722.28
-						
+	A-11	CB-11 (801 Circle Dr.)	Month	12	310.19	3722.28
-						
+	A-12	CB-12 (100 Jefferson St.)	Month	12	310.19	3722.28
-						
+	A-13	CB-13 (Western Bypass Bridge/100 Jefferson St.)	Month	12	310.19	3722.28
-						
+	A-14	CB-15 (814 S. Main St.)	Month	12	310.19	3722.28
-						
+	A-15	CB-18 (2 S. Main St./W. Algonquin Rd.)	Month	12	310.19	3722.28
-						
+	A-16	CB-19 (123 S. Harrison St./101 S. Harrison St.)	Month	12	310.19	3722.28
-						
+	A-17	CB-20 (E. Algonquin Rd./W. Algonquin Rd.)	Month	12	310.19	3722.28
-						
+	A-18	CB-21 (110 Meyer Dr.)	Month	12	310.19	3722.28
-						
+	A-19	CB-22 (110 Meyer Dr.)	Month	12	310.19	3722.28
-						
+	A-20	CB-23 (1000 Square Barn Dr.)	Month	12	310.19	3722.28
-						
+	A-21	CB-24 (2200 Harnish Dr.)	Month	12	310.19	3722.28
-						
+	A-22	CB-25 (2 S. Main St./8 S. Main St.)	Month	12	310.19	3722.28
-						
+	A-23	CB-26 (Jefferson St./Washington St./S. Main St.)	Month	12	310.19	3722.28
-						
+	A-24	CB-27 (Wintergreen Ter.)	Month	12	310.19	3722.28
-						

Local Public Agency		County		Section Number		Route(s) (Street/Road Name)
Village of Algonquin		McHenry		24-00000-00-GM		Various street light/electr
Item Number	Items	Unit	Quantity	Unit Price	Total	
+ -	A-25	CB-28 (Sleep Hollow Rd./County Line Rd.)	Month	12	310.19	3722.28
+ -	A-26	CB-29 (Sleepy Hollow Rd.)	Month	12	310.19	3722.28
+ -	A-27	CB-30 (Sleepy Hollow Rd.)	Month	12	310.19	3722.28
+ -	A-28	CB-31 (2100 Sleepy Hollow Rd.)	Month	12	310.19	3722.28
+ -	A-29	CB-32 (1700 Creeks Crossing Dr./Sleepy Hollow Rd.)	Month	12	310.19	3722.28
+ -	A-30	CB-33 (Sleepy Hollow Rd./1700 Highmeadow Ln.)	Month	12	310.19	3722.28
+ -	A-31	CB-35 (800 Square Barn Rd.)	Month	12	310.19	3722.28
+ -	A-32	CB-36 (Wintergreen Ter.)	Month	12	310.19	3722.28
+ -	A-33	CB-37 (609 S. Main St.)	Month	12	310.19	3722.28
+ -	A-34	CB-38 (700 Highland Ave.)	Month	12	310.19	3722.28
+ -	A-35	CB-39 (101 S. Harrison St.)	Month	12	310.19	3722.28
+ -	A-36	CB-40 (650 S. Randall Rd.)	Month	12	310.19	3722.28
+ -	A-37	CB-41 (Stonegate Rd.)	Month	12	310.19	3722.28
+ -	A-38	CB-42 (230 Stonegate Rd./300 Stonegate Rd.)	Month	12	310.19	3722.28
+ -	A-39	CB-43 (599 Longwood Dr.)	Month	12	310.19	3722.28
+ -	A-40	CB-44 (Trails of Woods Creek Subdivision)	Month	12	310.19	3722.28
+ -	A-41	CB-45 (Trails of Woods Creek Subdivision)	Month	12	310.19	3722.28
+ -	A-42	CB-46 (N. Main St.)	Month	12	310.19	3722.28
+ -	RFB-1	Stonegate Rd. between Harnish & Huntington Dr.	Month	12	243.15	2917.80
+ -	RFB-2	Stonegate Rd. between Harnish & Huntington Dr.	Month	12	243.15	2917.80
+ -	RFB-3	Edgewood Dr. east of Harper Dr.	Month	12	243.15	2917.80
+ -	RFB-4	Edgewood Dr. east of Harper Dr.	Month	12	243.15	2917.80
+ -	RFB-5	High Hill Park at Roaring Brook Dr.	Month	12	243.15	2917.80
+ -	RFB-6	710 Roaring Brook Ln.	Month	12	243.15	2917.80
+ -	RFB-7	Harnish Dr. east of Millbrook Dr.	Month	12	243.15	2917.80
+ -	RFB-8	Harnish Dr. east of Millbrook Dr.	Month	12	243.15	2917.80
+ -	RFB-9	Harnish Dr. east of Millbrook Dr.	Month	12	243.15	2917.80
+ -	RFB-10	Harnish Dr. west of Millbrook Dr.	Month	12	243.15	2917.80
+ -	RFB-11	Bunker Hill Dr. west of Woods Creek Ln.	Month	12	243.15	2917.80
+ -	RFB-12	Bunker Hill Dr. west of Woods Creek Ln.	Month	12	243.15	2917.80
+ -	RFB-13	Square Barn Rd. and Wintergreen Ter.	Month	12	243.15	2917.80
+ -	RFB-14	3821 Wintergreen Ter.	Month	12	243.15	2917.80
+ -	RFB-15	1700 Creeks Crossing Dr.	Month	12	243.15	2917.80
+ -	RFB-16	Sleepy Hollow Rd. and Creeks Crossing Dr.	Month	12	243.15	2917.80
+ -	B-1	Composite Concrete Junction Box	Each	1	1100.24	1100.24
+ -	B-2	Replace Photocell with Shorting Cap	Each	1	0.01	0.01
+ -	B-3	Photocell	Each	1	87.88	87.88

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Algonquin	McHenry	24-00000-00-GM	Various street light/electr
B-4	Photocell Control Wire, 3/C-#10	Foot	250 0.01 2.50
B-5	1 1/2" Unit Duct, 4/C #6 XLP/USE-2, Directional Boring	Foot	1000 0.01 10.00
B-6	1 1/4" Unit Duct, 3/C #6 XLP/USE-2, Directional Boring	Foot	1000 0.01 10.00
B-7	2" Galvanized Steel Conduit, Directional Boring	Foot	1000 0.01 10.00
B-8	3" Galvanized Steel Conduit, Directional Boring	Foot	1000 0.01 10.00
B-9	4" Galvanized Steel Conduit, Directional Boring	Foot	1000 0.01 10.00
B-10	Trench and Backfill for Electrical Work	Foot	100 0.01 1.00
B-11	2" Unit Duct, 4/C #4 XLP/USE-2, Directional Boring	Foot	1000 0.01 10.00
B-12	Remove Electrical Cable from Conduit, Disposal	Foot	1000 0.01 10.00
B-13	Electrical Cable in Conduit, 1/C #2	Foot	1000 0.01 10.00
B-14	Splicing of Lighting Cables	Foot	100 0.01 1.00
B-15	Pole Wire, 1/C #10	Foot	100 1.84 184.00
B-16	Lighting Cable Fuse Kit	Each	25 200.04 5001.00
B-17	Handhole, Street Lighting	Each	1 0.01 0.01
B-18	Removal of Existing Handhole, Disposal	Each	1 0.01 0.01
B-19	Ground Rods	Each	10 0.01 0.10
B-20	Painting of Damaged Light Poles	Each	10 1185.75 11857.50
B-21	Light Pole, Aluminum w/ Mast Arm, 20-30 ft.	Each	1 19089.86 19089.86
B-22	Light Pole, Aluminum w/ Mast Arm, Greater than 30 ft.	Each	1 26963.60 26963.60
B-23	Luminaire, Sodium Vapor, Horizontal Mount, 400 Watt	Each	10 0.01 0.10
B-24	Luminaire, Sodium Vapor, Horizontal Mount, 250 Watt	Each	10 0.01 0.10
B-25	Luminaire, Sodium Vapor, Horizontal Mount, 150 Watt	Each	10 0.01 0.10
B-26	Luminaire, Sodium Vapor, Horizontal Mount, 100 Watt	Each	10 0.01 0.10
B-27	Luminaire, LED, Horizontal Mount	Each	10 851.28 8512.80
B-28	Relamp Luminaire, Sodium Vapor, 100 Watt	Each	50 0.01 0.50
B-29	Relamp Luminaire, Sodium Vapor, 150 Watt	Each	50 0.01 0.50
B-30	Relamp Luminaire, Sodium Vapor, 250 Watt	Each	50 0.01 0.50
B-31	Relamp Luminaire, Sodium Vapor, 400 Watt	Each	50 0.01 0.50
B-32	Removal of Luminaire, Salvage	Each	10 0.01 0.10
B-33	Removal of Luminaire, Disposal	Each	10 0.01 0.10
B-34	Temporary Sign Support	Each	100 0.01 1.00
B-35	Traffic Control and Protection, Complete	L Sum	1 0.01 0.01
B-36	Street Lighting Controller	Each	1 13241.34 13241.34
B-37	Street Lighting Controller and Foundation Removal	Each	1 0.01 0.01
B-38	Street Lighting Controller, Salvage	Each	1 0.01 0.01
B-39	Street Lighting Controller Foundation, Removal	Each	1 0.01 0.01
B-40	PCC Sidewalk, 5", Removal and Replacement	Sq Ft	25 0.01 0.25
B-41	Street Lighting Handhole	Each	1 0.01 0.01



Local Public Agency		County		Section Number		Route(s) (Street/Road Name)	
Village of Algonquin		McHenry		24-00000-00-GM		Various street light/electr	
+ -	B-42	Non-Routine Work	Hour	8	445.77	3566.16	
+ -	B-43	Non-Routine Work, Overtime Rate	Hour	4	891.54	3566.16	
+ -	B-44	Aerial Truck	Hour	8	332.09	2656.72	
+ -	B-45	Non-Routine Work, Trencher	Hour	8	0.01	0.08	
+ -	B-46	Non-Routine Work, Compressor	Hour	8	0.01	0.08	
+ -	B-47	Non-Routine Work, Backhoe	Hour	8	0.01	0.08	
+ -	B-48	Non-Routine Work, Concrete Saw	Hour	8	0.01	0.08	
+ -	B-49	Non-Routine Work, Service Truck	Hour	8	197.64	1581.12	
+ -	B-50	Non-Routine Work, Dump Truck	Hour	8	0.01	0.08	
+ -	B-51	Light Pole Foundation, Concrete	Foot	10	0.01	0.10	
+ -	B-52	Street Lighting Controller Foundation, Install Only	Each	1	0.01	0.01	
+ -	B-53	Removal of Street Light Pole, Disposal	Each	1	0.01	0.01	
+ -	B-54	Removal of Street Light Pole, Salvage	Each	1	0.01	0.01	
+ -	B-55	Light Pole, Ornamental, Post Top Mount, 12-16 ft.	Each	1	10449.96	10449.96	
+ -	B-56	Luminaire LED Vertical Mount	Each	1	1454.94	1454.94	
+ -	B-57	Luminaire HID to Luminaire LED, Mast Arm Mounted	Each	1	851.28	851.28	
+ -	C-1	YEAR 1 (Quarterly Night-time Inspections)	Qtrs	4	0.01	0.04	
<b>Bidder's Total Proposal</b>						<b>\$313,274.22</b>	

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



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

**– M E M O R A N D U M –**

DATE: May 14, 2024

TO: Tim Schloneger, Village Manager

FROM: Jake Benner, Engineer II

SUBJECT: Recommendation to Award the MFT Concrete Replacement Program to Schroeder & Schroeder, Inc.

---

The Village opened bids for the 2024 MFT Concrete Replacement Program on Tuesday, May 6, 2024 at 10:00 A.M. The program consists of removing and replacing concrete sidewalk, curb and gutter, and driveway aprons. Public Works staff have aggressively pursued sidewalk inspections, repairs, and replacement to improve walkability and correct hazards throughout the Village.

The Village was split into five sidewalk zones to organize the concrete replacement program. This year will focus on Zone B. The subdivisions included will be Arbor Hills, Falcon Ridge of Stonegate, Fieldcrest Farms, and High Hill Farms.

Five (5) bids were received and are summarized in the attached bid tabulation. Village staff have reviewed the bids, and the low bidder is Schroeder & Schroeder, Inc., in the amount of \$437,875.00. The approved budget of \$350,000 in the MFT Capital Fund is under the proposed bid amount. Upon analysis of the bids, an increase in cost of concrete items led to higher proposals from contractors. Staff will decrease the quantity of work done, so the contract value will equal the budgeted amount of \$350,000 with the unit prices provided by Schroeder & Schroeder. Per page two of the contract, “The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.” Schroeder & Schroeder has successfully completed multiple concrete replacement programs for the Village.

The contract contains the option for the Village to use the same contractor in the following year, provided the awarded contractor accepts the offer. An alternative bid was included for 2025, along with the base bid for 2024.

**Summary**

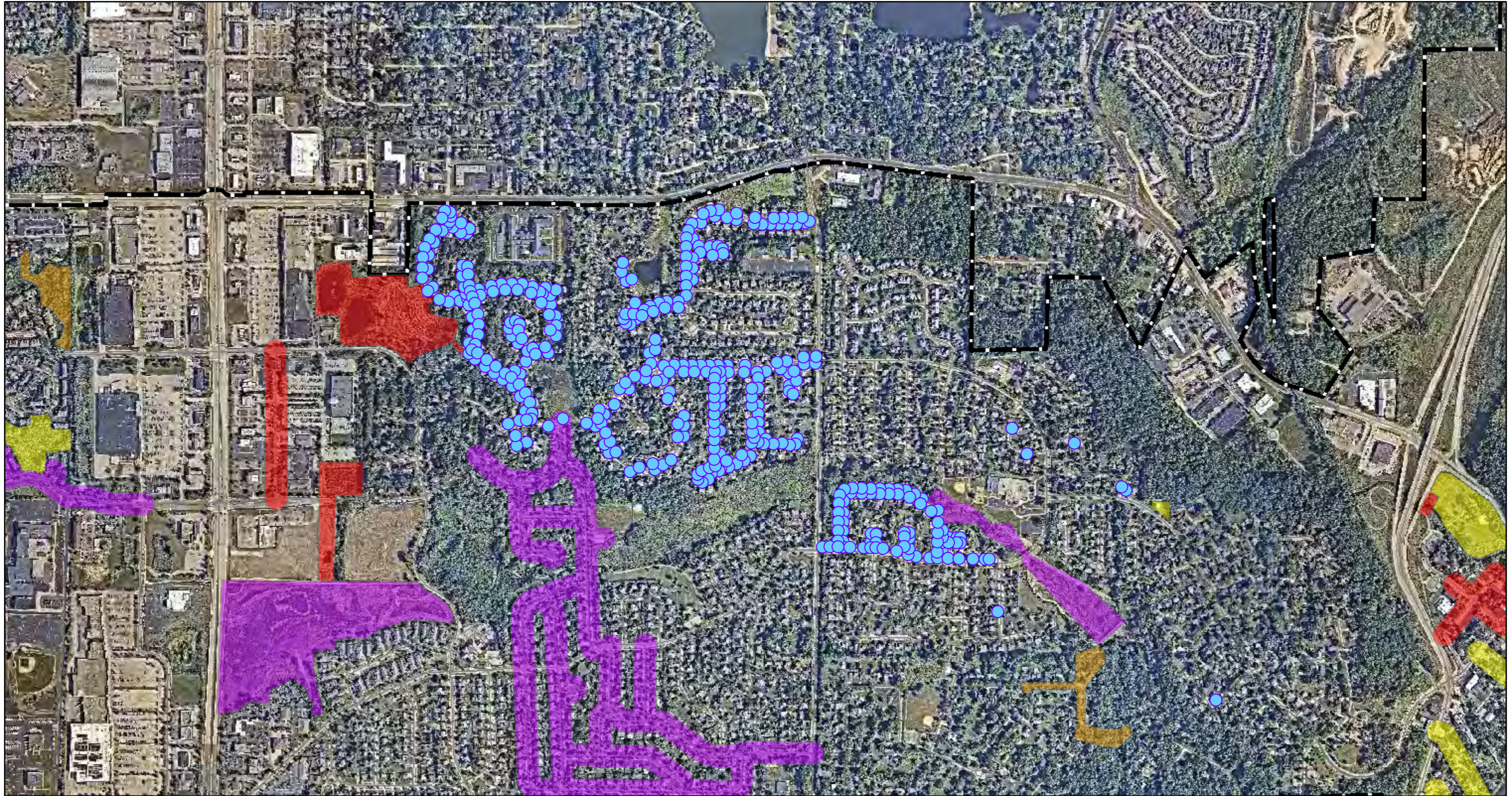
1. This annual program utilizes MFT funds to replace damaged sidewalk, curb & gutter, and driveway aprons.
2. The low bidder is higher than the budgeted amount, but adjustments to the plan quantities will be made to equate the contract value to \$350,000.
3. Schroeder & Schroeder has provided satisfactory performance on previous concrete programs for the Village.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board to award the 2024 MFT Concrete Replacement Program to Schroeder & Schroeder, Inc. in the amount of \$350,000.00.





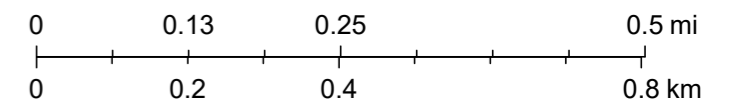
# CONCRETE



March 8, 2024

- SG SIDEWALK REPLACE (TEST)
- Village Limit
- Street Name
- Construction Projects
  - 2023
  - 2024
  - 2025
  - In Maintenance

1:10,000







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

**– M E M O R A N D U M –**

DATE: May 1, 2024

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Jason Schutz, Utilities Superintendent

SUBJECT: Water Distribution Leak Detection Program - M.E. Simpson Co., Inc.

---

This memo serves to announce the launch of a Leak Detection Program targeted at inspecting and securing approximately 160 miles of watermain within the Village of Algonquin water distribution system. This proactive initiative is aimed at enhancing system efficiency, minimizing water loss, and ensuring reliable water service to all residents.

In line with our ongoing efforts to maintain the integrity and functionality of our water distribution infrastructure, there is a pressing need to address potential and existing leaks that can compromise the quality and availability of our water supply. A systematic approach to detecting and repairing leaks is essential for conserving water and reducing unnecessary expenditure on water production.

The survey will encompass all residential and commercial areas within the Village, focusing on:

- Main lines
- Service connections
- Valves and hydrants
- Storage facilities

Currently, the Water and Sewer Operating Fund (Professional Services) has allocated \$36,800.00 specifically for the Water Distribution Leak Detection Program. 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 Leak Detection Program in the amount of \$36,800.00 to the Villages preferred contractor M.E. Simpson Co., Inc.

## INVESTMENT

A commitment to improving and maximizing the Village of Algonquin’s water distribution system for future generations.

M.E. Simpson Co., Inc. is pleased to present our “Proposal” for a Water Distribution System Leak Detection program for the Village of Algonquin, Illinois. M.E. Simpson Co., Inc. will perform our leak detection services on approximately 160 miles of watermain within the Village of Algonquin’s water distribution system. The survey will be completed by listening on the accessible main line valves, fire hydrants and as needed services by one of our two-man teams with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document. The project will also include complete reporting of all issues found, with a final comprehensive report.

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### 2024 Leak Survey

Water Distribution System Leak Survey Program Fee (lump sum) ----- \$36,800.00\*\*

### 2025 Leak Survey

Water Distribution System Leak Survey Program Fee (lump sum) ----- \$36,800.00\*\*

### 2026 Leak Survey

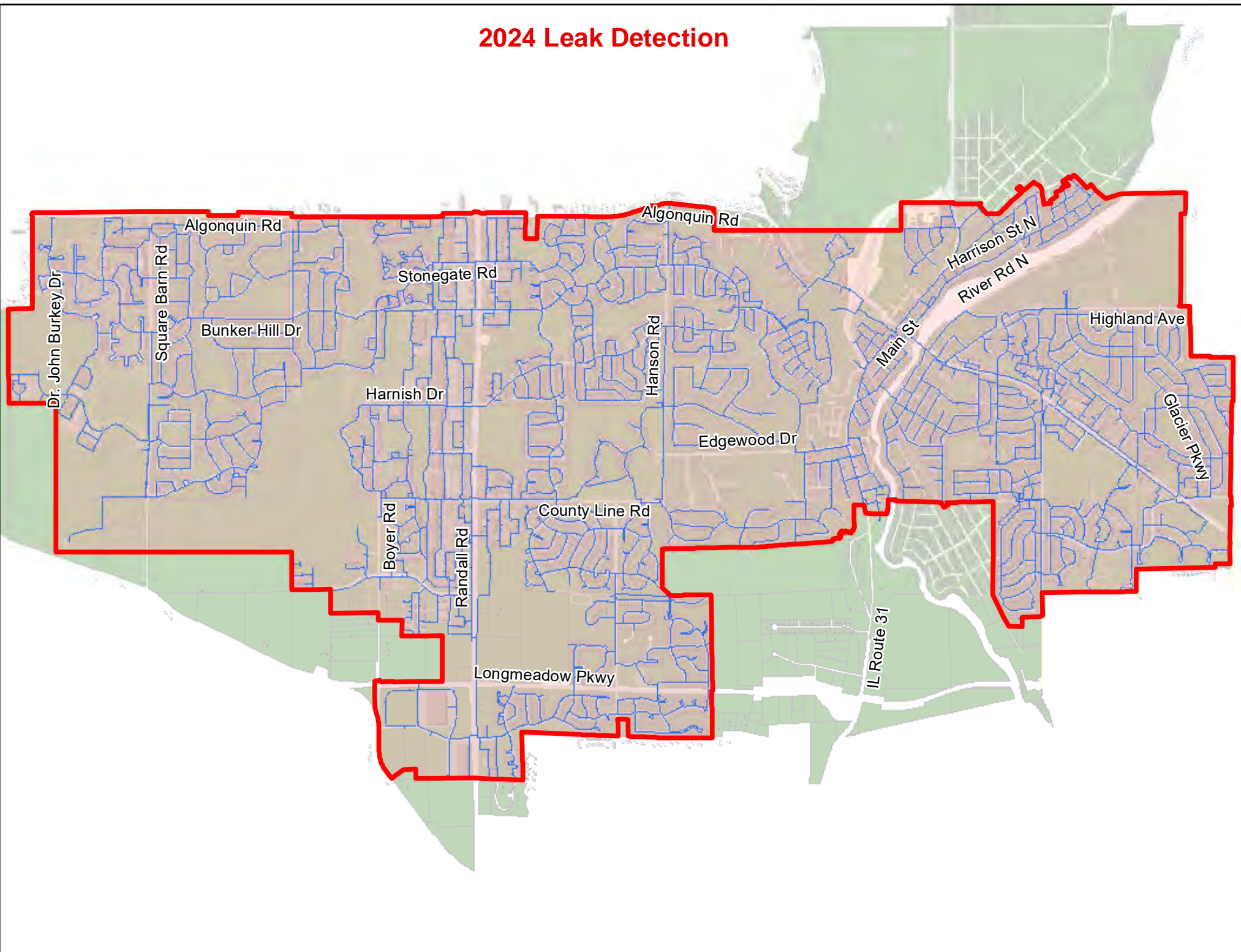
Water Distribution System Leak Survey Program Fee (lump sum) ----- \$37,600.00\*\*

\*\* Any water main surveyed in addition to the above 160 original miles of watermain will be surveyed at the rate of \$230.00 per mile of pipe for 2024 and 2025. That fee raises to \$235.00 in 2026.

---

We thank you for this opportunity to acquaint you with our Water Distribution System Leak Detection services and offer this proposal. If you have further inquiries or you wish to discuss our service in more detail, do not hesitate to call us.

# 2024 Leak Detection





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

**– M E M O R A N D U M –**

DATE: May 7, 2024

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Jason Schutz, Utilities Superintendent

SUBJECT: UV System Lamp Replacement – Trojan Technologies

---

This memo serves to inform you about the upcoming scheduled replacement of all UV lamps in the fecal coliform disinfection system at our Wastewater Treatment Facility. At this our UV system is into its fourth year of operation, totaling 30,000 hours, which surpasses the manufacturer's warranty period by 18,000 hours. The replacement is critical to maintain the efficacy of our disinfection process before the treated water is discharged into the river.

The UV disinfection system is a crucial component of our treatment process, ensuring that the water released into the natural waterways meets environmental safety standards by effectively reducing fecal coliform levels. Regular maintenance and timely replacement of UV lamps are necessary to ensure the system operates at optimal efficiency.

Post-replacement, we anticipate:

- Restored and enhanced disinfection capabilities.
- Extended lifespan and reduced maintenance needs for the UV system.
- Continued compliance with environmental standards for water discharge.

Currently, the Water and Sewer Operating Fund (Treatment Facility) has allocated \$65,000.00 specifically for the UV System Full Lamp Replacement. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the UV System Full Lamp Replacement in the amount of \$54,903.00 to Trojan Technologies.





**QUOTATION**  
**QO0012319**

TROJAN TECHNOLOGIES  
3020 GORE ROAD  
LONDON, ON N5V 4T7  
CANADA  
T. 519-457-3400  
www.trojantechnologies.com

Sold to  
**VILLAGE OF ALGONQUIN**  
**2200 HARNISH DR**  
**Algonquin IL 60102-5995**  
**UNITED STATES**

Ship to  
**VILLAGE OF ALGONQUIN**  
**125 Wilbrandt St**  
**Algonquin IL 60102-2750**  
**UNITED STATES**

Customer Service Contact: [tuvcustomerservice@trojantechnologies.com](mailto:tuvcustomerservice@trojantechnologies.com)

Payment Terms : 0% / 00 / 30 net  
Delivery Terms :  
Carrier/LSP :

Internal Sales Rep : Austin Folck  
Customer No. : 100002227  
Reference :  
Quote Date : 05-08-2024  
Quote Expiry Date : 06-07-2024

Line	Project Item Description	Quantity	Price Discount %	EA	Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
10	794447-0RD LAMP P, GA64T6HE ANGLE BASE	120.00	451.90/	EA	451.90 54,228.00	0.00% 0.00	54,228.00
20	FREIGHT FREIGHT & HANDLING Freight Quote ID: 8576	1.00	675.00/	EA	675.00 675.00	0.00% 0.00	675.00
			Goods		54,228.00	Discount	0.00
			Costs		675.00	Subtotal	54,903.00
						Tax Amount	0.00
						Total USD	54,903.00



**QUOTATION**  
**QO0012319**

TROJAN TECHNOLOGIES  
3020 GORE ROAD  
LONDON, ON N5V 4T7  
CANADA  
T. 519-457-3400  
[www.trojantechnologies.com](http://www.trojantechnologies.com)

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[www.trojantechnologies.com/sales-terms-conditions](http://www.trojantechnologies.com/sales-terms-conditions)



# 794447-ORD Lamp

Product Number: 794447-ORD

Replacement UV Lamp

-

1

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Price: Contact Us

Add to Quote

Talk to an Expert

Add to Favorites

Compare this product





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

**– M E M O R A N D U M –**

DATE: May 14, 2024

TO: Tim Schloneger; Village Manager

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

SUBJECT: Recommendation to award the bid for Woods Creek Reach 6 & 7 Restoration to RES Environmental Operating Company, LLC. and to execute a contract with HR Green, Inc. for Construction Oversight

---

Reaches 6 and 7 of Woods Creek are directly downstream from the project that completed in 2022 between Woods Creek Lane and just north of Bunker Hill Drive. The project is also part of a larger initiative in the Village of Algonquin to restore our creeks to healthy functioning stormwater systems. Over the last several years, the Village has concentrated on restoration in the Woods Creek Watershed. This project is surrounded by over 100 acres of native restoration projects undertaken by the Village. This signifies the importance of continuing to restore this riparian corridor ecologically.

The plans were completed by HR Green and the project was publicly advertised for bid in April. Six contractors submitted bids for this project with RES Environmental Operating Company, LLC. (RES) submitting the low bid of \$1,044,569.40. The low bid is not only a testament to the quality of work RES can provide, but also a smart financial decision, being approximately \$200,000 under the Engineer's Estimate and well within the amount budgeted in the Natural and Drainage fund for FY 2024/25. Attached you will find the recommendation letter from HR Green and the bid tabulation.

RES (previously Applied Ecological Services) completed the Souwanas, Reach 1 restoration (2014) and more recently the Reach 2 restoration (2019). They have also been the Village's main natural area maintenance contractor for the past 10+ years for our restored green infrastructure parcels which include brushing, natural area maintenance, and prescribed burning activities. Staff is confident in their abilities to complete the scope of this project to our standards.

Due to the size and scale of this project, staff has asked for a construction oversight proposal from HR Green. HR Green most recently completed oversight of the Dixie Creek Reach 3 Restoration project and has the expertise on staff to manage this restoration project successfully. With the added benefit of completing the design, staff

expects a seamless transition to construction along with assistance for clarifications as needed during construction.

Attached is HR Green's not to exceed proposal for construction oversight for \$110,778. Due to the complexity and attention to detail required, HR Green will utilize Baxter & Woodman to assist with the in-stream construction. As such, the proposal is slightly over the budgeted amount of \$100,000 for construction oversight but is necessary to complete proper oversight. Money is available in the Natural Area & Drainage Fund in FY2024/25 due to the bid for this project coming in lower than anticipated.

Staff recommends that the Committee of the Whole recommend the low bid for construction of Woods Creek Reach 6 & 7 Restoration to RES Environmental Operating Company, LLC., and move the proposal for construction oversight with HR Green, Inc. to the Village Board for approval.

### **Summary**

1. The low bid is within the budgeted amount for FY 2024/25 and is a precursor to the downstream Reach 8 project currently in design and eligible for 319 grant funding.
2. RES is capable and knowledgeable about Algonquin restoration expectations.
3. HR Green completed the design and has considerable oversight experience on stream restoration projects.



▷ 1391 Corporate Drive | Suite 203 | McHenry, IL 60050  
Main 815.385.1778 + Fax 815.385.1781

▷HRGREEN.COM

April 29, 2024

Ms. Michele Zimmerman  
Village of Algonquin  
Assistant Director of Public Works  
110 Mitchard Way  
Algonquin, Illinois 60102

RE: Woods Creek Reach 6-7 Restoration  
Recommendation for Award  
HRG Project No. 220089

Dear Ms. Zimmerman:

The Village of Algonquin received six (6) bid proposals for Woods Creek Reach 6-7 Restoration Project at the bid opening on April 25<sup>th</sup>, 2024. The improvements consist of tree removal, stream restoration, wetland and riparian area enhancements, restoration, trees, maintenance and associated work.

The six (6) bids ranged in price from a low bid of \$1,044,569.40 submitted by HGS, LLC dba RES Environmental Operating Company LLC., to a high bid of \$1,483,340.54 submitted by Schwartz Construction Group, Inc., and represents competitive pricing for work of this nature. We have analyzed the bid documents and checked them for accuracy and find RES Environmental Operating Company LLC. to be qualified and the lowest bidder.

HR Green recommends award of the contract to HGS, LLC dba RES Environmental Operating Company LLC., in the amount of \$1,044,569.40. The Engineer's Opinion of Probable Cost (EOPC) for this work was \$1,284,372.14.

As with all unit price contracts, the final project amount will be determined after completion of the work. Please call if you have any questions.

Sincerely,

HR GREEN, INC.

**Logan Gilbertsen, P.E., CFM**  
Regional Manager, Water Resources

Enclosure: Bid Tabulation

cc: Mr. Clifton Ganek, Village of Algonquin  
Mr. Bradley Andresen, Village of Algonquin  
Mr. Nadim Badran, Village of Algonquin  
Mr. Ajay Jain, HR Green, Inc. .  
Mr. Akram Chaudhry, HR Green, Inc.

\\hrgreen.com\HRG\Data\2022\220089\Design\Bid\ltr-Recommendation\_RES-042924.docx



**HR Green, Inc.**  
1391 Corporate Drive, Suite 203  
McHenry, IL 60050

Project: Village of Algonquin, IL		Engineer: LG	ENGINEER'S ESTIMATE															
Woods Creek Reach 6-7 Restoration		Bids Rec'd: 6			Encap		RES		BWNR		Schwartz		Semper Fi		V3			
NO.	DESCRIPTION	UNIT	QTY	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
1	MOBILIZATION	LSUM	1	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$95,000.00	\$95,000.00	\$55,000.00	\$55,000.00	\$97,764.00	\$97,764.00	\$68,000.00	\$68,000.00	\$38,600.00	\$38,600.00	
2	CONSTRUCTION LAYOUT	LSUM	1	\$11,000.00	\$11,000.00	\$20,000.00	\$20,000.00	\$6,100.00	\$6,100.00	\$10,000.00	\$10,000.00	\$23,400.00	\$23,400.00	\$13,000.00	\$13,000.00	\$9,000.00	\$9,000.00	
3	TEMPORARY CONSTRUCTION ENTRANCE	EACH	3	\$5,000.00	\$15,000.00	\$1,500.00	\$4,500.00	\$7,600.00	\$22,800.00	\$5,000.00	\$15,000.00	\$5,265.00	\$15,795.00	\$3,800.00	\$11,400.00	\$3,700.00	\$11,100.00	
4	TRAFFIC CONTROL AND PROTECTION - SPECIAL	LSUM	1	\$7,500.00	\$7,500.00	\$2,500.00	\$2,500.00	\$2,700.00	\$2,700.00	\$15,000.00	\$15,000.00	\$5,265.00	\$5,265.00	\$3,500.00	\$3,500.00	\$1,100.00	\$1,100.00	
5	COFFERDAMS AND BYPASS PUMPING/DEWATERING (SPECIAL)	LSUM	1	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$52,700.00	\$52,700.00	\$10,000.00	\$10,000.00	\$99,109.35	\$99,109.35	\$18,000.00	\$18,000.00	\$65,758.00	\$65,758.00	
6	TEMPORARY STREAM CROSSING	LSUM	1	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00	\$11,300.00	\$11,300.00	\$7,500.00	\$7,500.00	\$17,405.04	\$17,405.04	\$2,500.00	\$2,500.00	\$5,100.00	\$5,100.00	
7	INLET FILTER	EACH	12	\$350.00	\$4,200.00	\$400.00	\$4,800.00	\$470.00	\$5,640.00	\$325.00	\$3,900.00	\$403.65	\$4,843.80	\$300.00	\$3,600.00	\$200.00	\$2,400.00	
8	TEMPORARY DITCH CHECK	FOOT	180	\$16.00	\$2,880.00	\$15.00	\$2,700.00	\$7.59	\$1,366.20	\$22.50	\$4,050.00	\$15.33	\$2,759.40	\$10.00	\$1,800.00	\$11.00	\$1,980.00	
9	PERIMETER EROSION BARRIER	FOOT	2,306	\$5.25	\$12,106.50	\$5.00	\$11,530.00	\$3.68	\$8,486.08	\$3.75	\$8,647.50	\$5.27	\$12,152.62	\$4.65	\$10,722.90	\$7.25	\$16,718.50	
10	TEMPORARY FENCE	FOOT	3,900	\$8.00	\$31,200.00	\$4.00	\$15,600.00	\$2.92	\$11,388.00	\$4.15	\$16,185.00	\$4.97	\$19,383.00	\$5.00	\$19,500.00	\$3.00	\$11,700.00	
11	TREE TRUNK PROTECTION	EACH	60	\$125.00	\$7,500.00	\$200.00	\$12,000.00	\$169.00	\$10,140.00	\$115.00	\$6,900.00	\$263.25	\$15,795.00	\$60.00	\$3,600.00	\$110.00	\$6,600.00	
12	CLEARING AND GRUBBING	ACRE	14.5	\$6,800.00	\$98,600.00	\$3,250.00	\$47,125.00	\$2,500.00	\$36,250.00	\$4,300.00	\$62,350.00	\$1,755.00	\$25,447.50	\$2,800.00	\$40,600.00	\$2,900.00	\$42,050.00	
13	CLEARING - SENSITIVE AREA (MANUAL)	ACRE	7.7	\$9,000.00	\$69,300.00	\$4,500.00	\$34,650.00	\$3,700.00	\$28,490.00	\$4,000.00	\$30,800.00	\$2,340.00	\$18,018.00	\$7,500.00	\$57,750.00	\$4,000.00	\$30,800.00	
14	TREE CLEARING	ACRE	14.5	\$4,500.00	\$65,250.00	\$5,850.00	\$84,825.00	\$4,490.00	\$65,105.00	\$4,500.00	\$65,250.00	\$4,095.00	\$59,377.50	\$4,000.00	\$58,000.00	\$5,400.00	\$78,300.00	
15	TREE CLEARING - SENSITIVE AREA (MANUAL)	ACRE	7.7	\$6,800.00	\$52,360.00	\$9,750.00	\$75,075.00	\$1,050.00	\$8,085.00	\$2,700.00	\$20,790.00	\$8,190.00	\$63,063.00	\$7,500.00	\$57,750.00	\$4,000.00	\$30,800.00	
16	SOIL PREPARATION & HERBICIDE TREATMENT	ACRE	14.5	\$1,500.00	\$21,750.00	\$1,750.00	\$25,375.00	\$2,020.00	\$29,290.00	\$1,200.00	\$17,400.00	\$6,019.65	\$87,284.93	\$1,800.00	\$26,100.00	\$2,100.00	\$30,450.00	
17	TOPSOIL EXCAVATION AND PLACEMENT - 6"	CU YD	2,085	\$27.50	\$57,337.50	\$30.00	\$62,550.00	\$26.00	\$54,210.00	\$27.50	\$57,337.50	\$31.03	\$64,697.55	\$13.00	\$27,105.00	\$35.00	\$72,975.00	
18	EARTH EXCAVATION - GRADING AND SHAPING	CU YD	1,795	\$40.00	\$71,800.00	\$30.00	\$53,850.00	\$19.00	\$34,105.00	\$50.00	\$89,750.00	\$30.94	\$55,537.30	\$38.00	\$68,210.00	\$30.00	\$53,850.00	
19	EARTH EXCAVATION - HAUL OFF	CU YD	2,135	\$47.50	\$101,412.50	\$32.50	\$69,387.50	\$28.00	\$59,780.00	\$15.00	\$32,025.00	\$31.18	\$66,569.30	\$28.13	\$60,057.55	\$53.00	\$113,155.00	
20	STONE RIPRAP, CLASS A1	SQ YD	536	\$45.00	\$24,120.00	\$60.00	\$32,160.00	\$24.00	\$12,864.00	\$80.00	\$42,880.00	\$29.52	\$15,822.72	\$38.00	\$20,368.00	\$59.00	\$31,624.00	
21	STONE RIPRAP, CLASS A3	SQ YD	640	\$120.00	\$76,800.00	\$125.00	\$80,000.00	\$107.00	\$68,480.00	\$190.00	\$121,600.00	\$130.33	\$83,411.20	\$51.00	\$32,640.00	\$160.00	\$102,400.00	
22	STONE RIPRAP, CLASS A4	SQ YD	496	\$160.00	\$79,360.00	\$125.00	\$62,000.00	\$73.00	\$36,208.00	\$210.00	\$104,160.00	\$89.02	\$44,153.92	\$128.00	\$63,488.00	\$91.00	\$45,136.00	
23	LOOSE STONE RIFFLE	EACH	10	\$4,750.00	\$47,500.00	\$2,000.00	\$20,000.00	\$2,530.00	\$25,300.00	\$3,000.00	\$30,000.00	\$3,046.35	\$30,463.50	\$2,200.00	\$22,000.00	\$3,400.00	\$34,000.00	
24	SEEDING, CLASS 1A	ACRE	1.5	\$3,000.00	\$4,500.00	\$4,000.00	\$6,000.00	\$3,360.00	\$5,040.00	\$2,300.00	\$3,450.00	\$3,995.55	\$5,993.33	\$4,000.00	\$6,000.00	\$7,600.00	\$11,400.00	
25	SEEDING - NATIVE VEGETATION, WET PRAIRIE	ACRE	6.9	\$2,500.00	\$17,214.38	\$2,325.00	\$16,042.50	\$2,130.00	\$14,697.00	\$3,250.00	\$22,425.00	\$5,791.50	\$39,961.35	\$3,900.00	\$26,910.00	\$2,300.00	\$15,870.00	
26	SEEDING - NATIVE VEGETATION, WET MESIC PRAIRIE	ACRE	4.3	\$2,500.00	\$10,828.80	\$2,350.00	\$10,105.00	\$2,130.00	\$9,159.00	\$3,200.00	\$13,760.00	\$5,311.80	\$22,840.74	\$5,200.00	\$22,360.00	\$2,400.00	\$10,320.00	
27	SEEDING - NATIVE VEGETATION, MESIC PRAIRIE	ACRE	3.0	\$2,500.00	\$7,492.08	\$3,800.00	\$11,400.00	\$2,650.00	\$7,950.00	\$4,000.00	\$12,000.00	\$8,716.50	\$26,149.50	\$4,800.00	\$14,400.00	\$3,400.00	\$10,200.00	
28	MULCH, METHOD 2 - STRAW MULCH	SQ YD	30,835	\$0.75	\$23,126.33	\$0.50	\$15,417.50	\$0.22	\$6,783.70	\$0.70	\$21,584.50	\$1.40	\$43,169.00	\$1.28	\$39,468.80	\$1.50	\$46,252.50	
29	EROSION CONTROL BLANKET, S75-BN	SQ YD	30,253	\$2.25	\$68,069.15	\$2.50	\$75,632.50	\$1.79	\$54,152.87	\$2.60	\$78,657.80	\$2.71	\$81,985.63	\$2.13	\$64,438.89	\$2.25	\$68,069.25	
30	EROSION CONTROL BLANKET, DS75	SQ YD	7,085	\$1.75	\$12,398.33	\$2.10	\$14,878.50	\$1.52	\$10,769.20	\$2.50	\$17,712.50	\$2.38	\$16,862.30	\$2.00	\$14,170.00	\$1.75	\$12,398.75	
31	HEAVY DUTY EROSION CONTROL BLANKET, SC150-BN	SQ YD	8,367	\$4.00	\$33,468.31	\$3.15	\$26,356.05	\$2.52	\$21,084.84	\$4.25	\$35,559.75	\$3.26	\$27,276.42	\$4.00	\$33,468.00	\$3.25	\$27,192.75	
32	PRECAST REINFORCED CONCRETE FLARED END SECTIONS	EACH	1	\$2,250.00	\$2,250.00	\$4,500.00	\$4,500.00	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$20,191.96	\$2,091.96	\$3,500.00	\$3,500.00	\$3,575.00	\$3,575.00	
33	STORM SEWERS, CLASS A, TYPE 2, 12" REINFORCED CONCRETE	FOOT	40	\$130.00	\$5,200.00	\$115.00	\$4,600.00	\$153.00	\$6,120.00	\$55.00	\$2,200.00	\$115.09	\$4,603.60	\$75.00	\$3,000.00	\$200.00	\$8,000.00	
34	CONCRETE COLLAR	CU YD	0.25	\$2,000.00	\$500.00	\$15,000.00	\$3,750.00	\$18,100.00	\$4,525.00	\$1,750.00	\$437.50	\$31,401.86	\$7,850.47	\$5,000.00	\$1,250.00	\$3,000.00	\$750.00	
35	PERENNIAL PLANT PLUGS, WET PRAIRIE TYPE (CHANNEL), 2" DIAMETER BY 4" DEEP PLUG	EACH	2,627	\$4.75	\$12,478.25	\$7.00	\$18,389.00	\$3.29	\$8,642.83	\$5.75	\$15,105.25	\$8.19	\$21,515.13	\$5.00	\$13,135.00	\$7.75	\$20,359.25	
36	PERENNIAL PLANT PLUGS, WET PRAIRIE (BASINS) TYPE, 2" DIAMETER BY 4" DEEP PLUG	EACH	1,636	\$4.75	\$7,771.00	\$8.00	\$13,088.00	\$4.38	\$7,165.68	\$7.00	\$11,452.00	\$9.59	\$15,689.24	\$5.00	\$8,180.00	\$7.75	\$12,679.00	
37	TREE - QUERCUS BICOLOR (SWAMP WHITE OAK), 1.5" CALIPER, CONTAINER GROWN	EACH	27	\$450.00	\$12,150.00	\$625.00	\$16,875.00	\$512.00	\$13,824.00	\$600.00	\$16,200.00	\$1,093.95	\$29,536.65	\$588.00	\$15,876.00	\$825.00	\$22,275.00	
38	TREE - PLATANUS OCCIDENTALIS (SYCAMORE), 1.5" CALIPER, CONTAINER GROWN	EACH	22	\$450.00	\$9,900.00	\$625.00	\$13,750.00	\$511.00	\$11,242.00	\$625.00	\$13,750.00	\$1,076.40	\$23,680.80	\$588.00	\$12,936.00	\$825.00	\$18,150.00	
39	TREE - CELTIS OCCIDENTALIS (COMMON HACKBERRY), 1.5" CALIPER, CONTAINER GROWN	EACH	16	\$450.00	\$7,200.00	\$625.00	\$10,000.00	\$548.00	\$8,768.00	\$625.00	\$10,000.00	\$1,082.25	\$17,316.00	\$588.00	\$9,408.00	\$825.00	\$13,200.00	
40	ITEMS ORDERED BY THE ENGINEER	DOLLAR	50,000	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	
41	MONITORING AND MAINTENANCE	YEAR	3	\$27,000.00	\$81,000.00	\$50,000.00	\$150,000.00	\$33,300.00	\$99,900.00	\$28,616.67	\$85,850.00	\$37,118.25	\$111,354.75	\$35,700.00	\$107,100.00	\$82,000.00	\$246,000.00	
42	STORM SEWERS TO BE CLEANED 12"	FOOT	20	\$150.00	\$3,000.00	\$10.00	\$200.00	\$88.00	\$1,760.00	\$85.00	\$1,700.00	\$114.08	\$2,281.60	\$55.00	\$1,100.00	\$32.00	\$640.00	
43	STORM SEWERS TO BE CLEANED 18"	FOOT	66	\$150.00	\$9,900.00	\$10.00	\$660.00	\$90.00	\$5,940.00	\$55.00	\$3,630.00	\$34.57	\$2,281.62	\$55.00	\$3,630.00	\$37.00	\$2,442.00	
44	STORM SEWERS TO BE CLEANED 24"	FOOT	29	\$150.00	\$4,350.00	\$10.00	\$290.00	\$94.00	\$2,726.00	\$60.00	\$1,740.00	\$78.67	\$2,281.43	\$55.00	\$1,595.00	\$42.00	\$1,218.00	
45	PIPE CULVERT REMOVAL - CPP 12"	FOOT	12	\$125.00	\$1,500.00	\$100.00	\$1,200.00	\$86.00	\$1,032.00	\$40.00	\$480.00	\$91.70	\$1,100.40	\$55.00	\$660.00	\$76.00	\$912.00	
				\$1,284,273.14	Calculated	\$1,248,761.55	As-Read	\$1,044,569.40	As-Read	\$1,246,219.30	As-Read	\$1,483,340.54	As-Read	\$1,142,277.14	As-Read	\$1,437,500.00	As-Read	\$1,437,500.00

LOW BIDDER

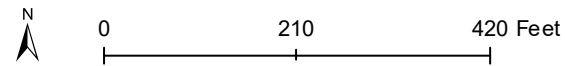
Printed on: 4/29/2024



# Woods Creek Reach 6&7 Streambank Restoration



Date: 1/10/2023



**polylineLayer**

Override 1

Site Address Points

Tax Parcels

Street Name

Village Limit

Not in Village

**Road Centerlines**

Collector

Local

The Village of Algonquin has provided the following maps for informational purposes only. The data illustrated is provided and maintained by various federal, state, and local governments and agencies. Their accuracy is not guaranteed and the maps do not take the place of a legal survey.





## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Woods Creek Reach 6-7 Restoration  
Construction Engineering Services**

Mr. Clifton Ganek, P.E.  
Village Engineer  
Village of Algonquin  
110 Mitchard Way  
Algonquin, IL 60102  
847.658.1230  
CliftonGanek@algonquin.org

Logan Gilbertsen, P.E., CFM  
Project Manager  
HR Green, Inc.  
1391 Corporate Drive  
McHenry, IL 60050  
HR Green Project Number: 2202508

May 9<sup>th</sup>, 2024

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- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS



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

## **1.0 Project Understanding**

### **1.1 General Understanding**

COMPANY will provide CLIENT with construction engineering services for the Woods Creek Reach 6-7 Restoration Project in accordance with the Scope of Services noted below. The project includes stream re-meandering, streambank stabilization, wetland enhancement, riprap placement, earthwork, tree removal, restoration with native plants and tree planting.

## **2.0 Scope of Services**

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

COMPANY will provide full-time Construction Observation Services on a time and material, not-to-exceed contract amount basis. The labor hours provided for construction observation are based upon COMPANY providing the CLIENT with construction observation services on a full-time basis based on the contractor's activities. Any additional work due to an extended schedule dictated by the contractor's performance or unanticipated work due to site conditions shall warrant a contract addendum.

The construction documents include a three-year monitoring and maintenance. This agreement is to provide construction engineering services through the initial construction restoration and stabilization only. This agreement does not extend over the three-year monitoring and maintenance period. It is assumed that CLIENT will oversee the monitoring and maintenance period internally.

The following is a breakdown of the various tasks associated with the construction observation which will be completed by COMPANY.

### **A. Start Up**

COMPANY will complete a preconstruction video of the proposed construction area to document the existing conditions prior to the start of construction.

COMPANY will ensure that the project details, construction timelines and any impacts that the project may create will be coordinated with the CLIENT prior to the start of construction.

COMPANY will mark, measure and document contract pay items prior to the contractor starting work. COMPANY will meet with impacted residents prior to the start of construction. This task does not include individual meetings with all adjacent property owners.



COMPANY anticipates a Construction Technician will be onsite for approximately nine (9) hours to complete the above noted coordination and construction preparation.

## **B. Construction Observation**

COMPANY will be on-site on a full-time basis to observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications, Village Standards and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

COMPANY will complete Inspector's Daily Reports (IDRs) and a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. COMPANY will verify that all materials incorporated into this project are IDOT approved, and evidence of material inspection is in compliance with the Project Procedures Guide and Special Provisions of this contract. COMPANY shall keep the CLIENT informed as to the progress of construction.

COMPANY anticipates that a Construction Technician will be onsite approximately forty (40) hours per week for approximately ten (10) weeks. A total of four hundred (400) hours has been allotted for daily field construction observation for this project with an additional eight (8) hours for senior construction staff oversight. It is assumed that construction including tree removal, earthwork, instream structures, stone installation, sewer cleaning, the installation of plant plugs and trees and all other work excluding the monitoring and maintenance period will be completed from June 15<sup>th</sup>, 2024 into the Fall/Winter of 2024, and it is assumed that the project will be completed by December 31, 2024.

## **C. Meetings**

COMPANY will attend the preconstruction meeting at the CLIENT with the contractor, subcontractors and the McHenry-Lake County Soil and Water Conservation District (SWCD). A total of six (6) hours have been allotted for the Senior Project Manager and Construction Technician to attend the preconstruction meeting, prepare the agenda, and complete the meeting minutes for the preconstruction meeting.

## **D. Administration/Coordination**

This task will involve the oversight of the project by management, which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, CLIENT, the contractor, and subcontractors. COMPANY has allotted three (3) hours for the Senior Project Manager and administrative support for the project.



## **E. Project Close Out**

COMPANY anticipates approximately eight (8) hours to complete the project closeout and final documentation for this project. This task includes the preparation of final job records, completion of punch list, final payment estimate, and final change order.

### **Disclaimer**

COMPANY shall not supervise, direct or have any control over the contractor's work. COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the contractor. Also, COMPANY is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

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

COMPANY will provide Monthly Pay Estimates, the Final Engineer's Payment Estimate, and Request for Approval of Change in Plans, as appropriate.

Upon completion of project closeout, COMPANY will provide the project job box containing final records, field books, calculations, testing reports and evidence of material inspection.

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

- Construction Layout
- Construction Engineering Services during the monitoring and maintenance period
- Attendance at public meetings or open house

### **5.0 Services by Others**

COMPANY proposes to use Baxter & Woodman Natural Resources, LLC (BWNR) as a sub-consultant. They will assist on an as-needed basis in providing construction oversight of the ecological restoration and installation of in-stream structures.

### **6.0 Client Responsibilities**

The following items shall be provided by the CLIENT:

- Meeting location at the Village's Public Works Building for in-person preconstruction meeting.
- Review and approval of Payment Estimates and Change Orders prepared by COMPANY.



## 7.0 Professional Services Fee

### 7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

### 7.2 Invoices

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

### 7.3 Extra Services

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

### 7.4 Exclusion

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

### 7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$110,778.00.



<b>Local Public Agency</b> Algonquin	<b>County</b> McHenry	<b>Section Number</b> 
<b>Consultant / Subconsultant Name</b> HR Green		<b>Job Number</b> 2202508

**COST ESTIMATE WORKSHEET**  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

**OVERHEAD RATE**       **COMPLEXITY FACTOR**

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Start Up		9	365	662	121		1,148	1.04%
Construction Observation		408	19,731	35,732	6,511	40,000	101,974	92.05%
Meetings		6	296	537	98		931	0.84%
Administration		3	228	412	75		715	0.65%
Project Close Out		8	290	524	96		910	0.82%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
<b>Subconsultant DL</b>							\$0.00	
<b>Direct Costs Total ==&gt;</b>	\$0.00						\$5,100.00	4.60%
<b>TOTALS</b>		434	20,910	37,867	6,901	40,000	110,778	95.40%



<b>Local Public Agency</b> Algonquin	<b>County</b> McHenry	<b>Section Number</b> 
<b>Consultant / Subconsultant Name</b> HR Green		<b>Job Number</b> 2202508

**AVERAGE HOURLY PROJECT RATES**  
**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**  
**SHEET 1 OF 1**

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Start Up			Construction Observation			Meetings			Administration			Project Close Out		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Administrative Office Ma	34.66	0.0																	
Construction Engineer I	31.20	0.0																	
Construction Engineer II	46.49	0.0																	
Construction Engineer III	56.17	0.0																	
Senior Construction Pro	75.85	14.0	3.23%	2.45	1	11.11%	8.43	8	1.96%	1.49	2	33.33%	25.28	3	100.00%	75.85			
Construction Technician	28.85	0.0																	
Construction Technician	36.19	20.0	4.61%	1.67	8	88.89%	32.17				4	66.67%	24.13				8	100.00%	36.19
Construction Technician	47.81	400.0	92.17%	44.06				400	98.04%	46.87									
		0.0																	
		0.0																	
<b>TOTALS</b>		434.0	100%	\$48.18	9.0	100.00%	\$40.60	408.0	100%	\$48.36	6.0	100%	\$49.41	3.0	100%	\$75.85	8.0	100%	\$36.19





## 8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

### 8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

### 8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

### 8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

### 8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

### 8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

### 8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

### 8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for



services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

#### 8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

#### 8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

#### 8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

#### 8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the



submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

#### 8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

#### 8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

#### 8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

#### 8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,





employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

#### 8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

#### 8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### 8.26 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

#### 8.27 Soliciting Employment

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

#### 8.28 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent





registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

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

Sincerely,

HR GREEN, INC.

Logan Gilbertsen, P.E., CFM

Author Name

Approved by:



Printed/Typed Name: Teresa Stadelmann, P.E., CFM

Title: Vice President

Date:

May 9, 2024

VILLAGE OF ALGONQUIN

Accepted by:

\_\_\_\_\_

Printed/Typed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_