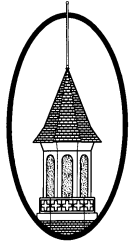


AGENDA
COMMITTEE OF THE WHOLE
May 9, 2017
2200 Harnish Drive
Village Board Room
- AGENDA -
7:30 P.M.

Trustee Steigert – Chairperson
Trustee Brehmer
Trustee Spella
Trustee Sosine
Trustee Jasper
Trustee Glogowski
President Schmitt

1. **Roll Call – Establish Quorum**
2. **Presentation:** Honoring Lance Corporal Christopher McBrayer
3. **Public Comment – Audience Participation** (*Persons wishing to address the Committee on an item on this agenda must register with the Chair prior to roll call.*)
4. **Community Development**
 - A. Consider a Special Use Permit for Meijer Pharmacy Drive Through
 - B. Consider an Annexation Agreement, Zoning Upon Annexation to R-1E PUD and B-1 PUD, Special Use Permit for Senior Housing, Preliminary PUD, and Plat of Subdivision for Spectrum Senior Housing
5. **General Administration**
 - A. Consider an Agreement with Professional Cemetery Services for Cemetery Services
6. **Public Works & Safety**
 - A. Consider a Resolution allowing Expenditures MFT Funds for the use of Salt & Materials for Maintenance on Village Owned Streets
 - B. Consider Rejecting the Street Light Maintenance Bids
 - C. Consider an Agreement with Trotter and Associates, Inc. for Professional Consulting Engineering Services for Phosphorous Removal Feasibility Study
7. **Executive Session**
 - A. Collective Bargaining
8. **Other Business**
9. **Adjournment**



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: May 9, 2017

TO: Committee of the Whole

FROM: Katie Parkhurst, AICP, Senior Planner

SUBJECT: *Case No. 2017-03 Meijer Pharmacy Drive-through—Special Use*

At the COTW meeting on April 25, 2017 more information was requested for the Meijer Drive-through. The drive-through will have the same hours as the pharmacy, which are currently 9:00am-9:00pm Monday-Friday; 9:00am-7:00pm Saturday; and 10:00am-6:00pm Sunday.

In order to better illustrate the drive-through lane, Newco Design has superimposed the layout of the drive-through on an aerial photograph. This allows you to see what is currently in place today, shown in color on the attached plan and the proposed drive-through shown as a black line drawing.

Newco Design did submit auto-turn diagrams to show if vehicles will be able to enter and exit the drive-through lane from both directions. It was determined that exiting the drive-through to head south (turn right) would be challenging. Therefore, staff is requiring the drive-through exit be signed for no right turn. The auto-turn diagram shows vehicles entering the drive-through from the north may have a difficult time to enter, therefore staff will require a no right turn sign be installed at the entrance. These conditions have been added to the ordinance.

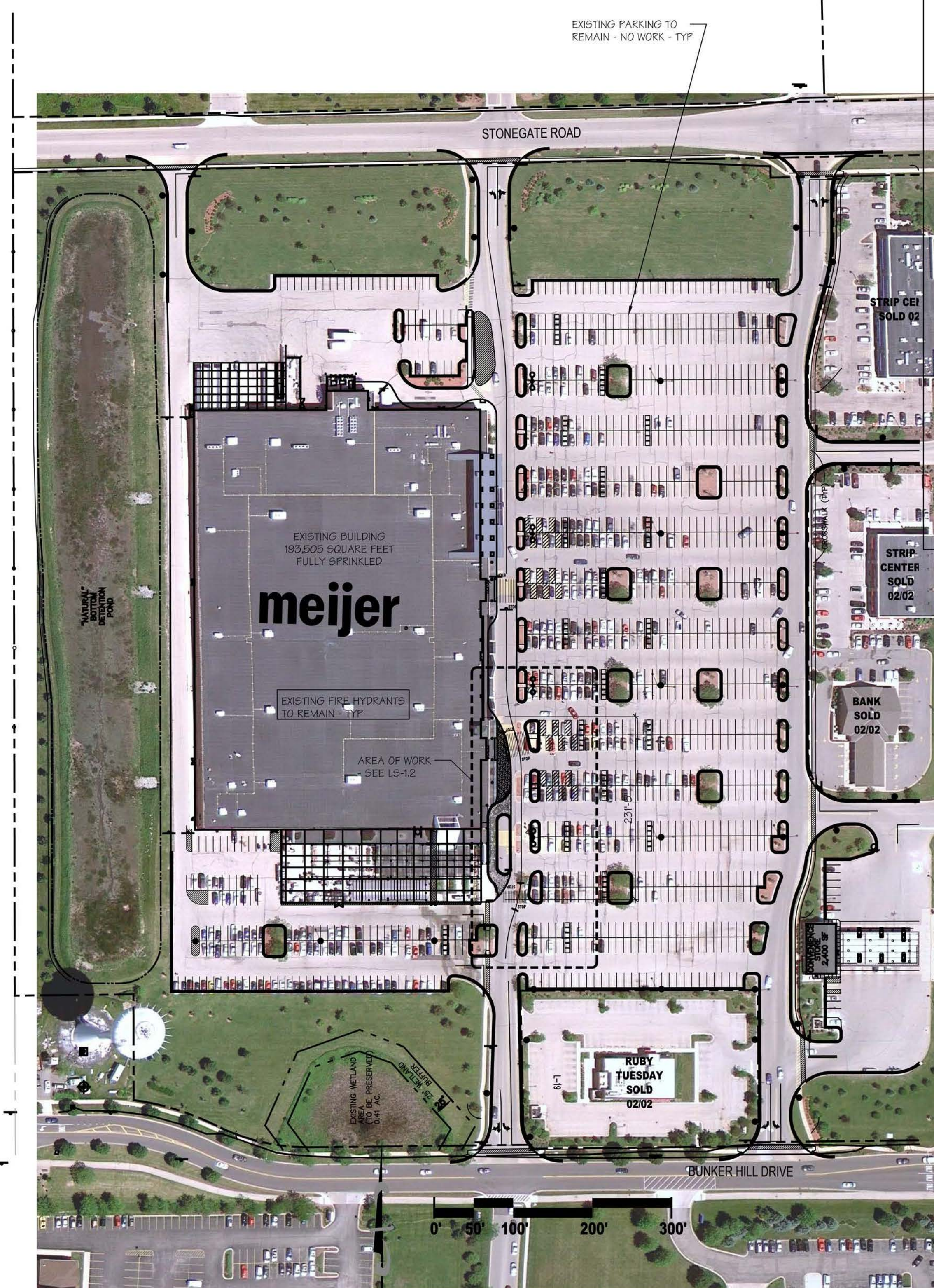
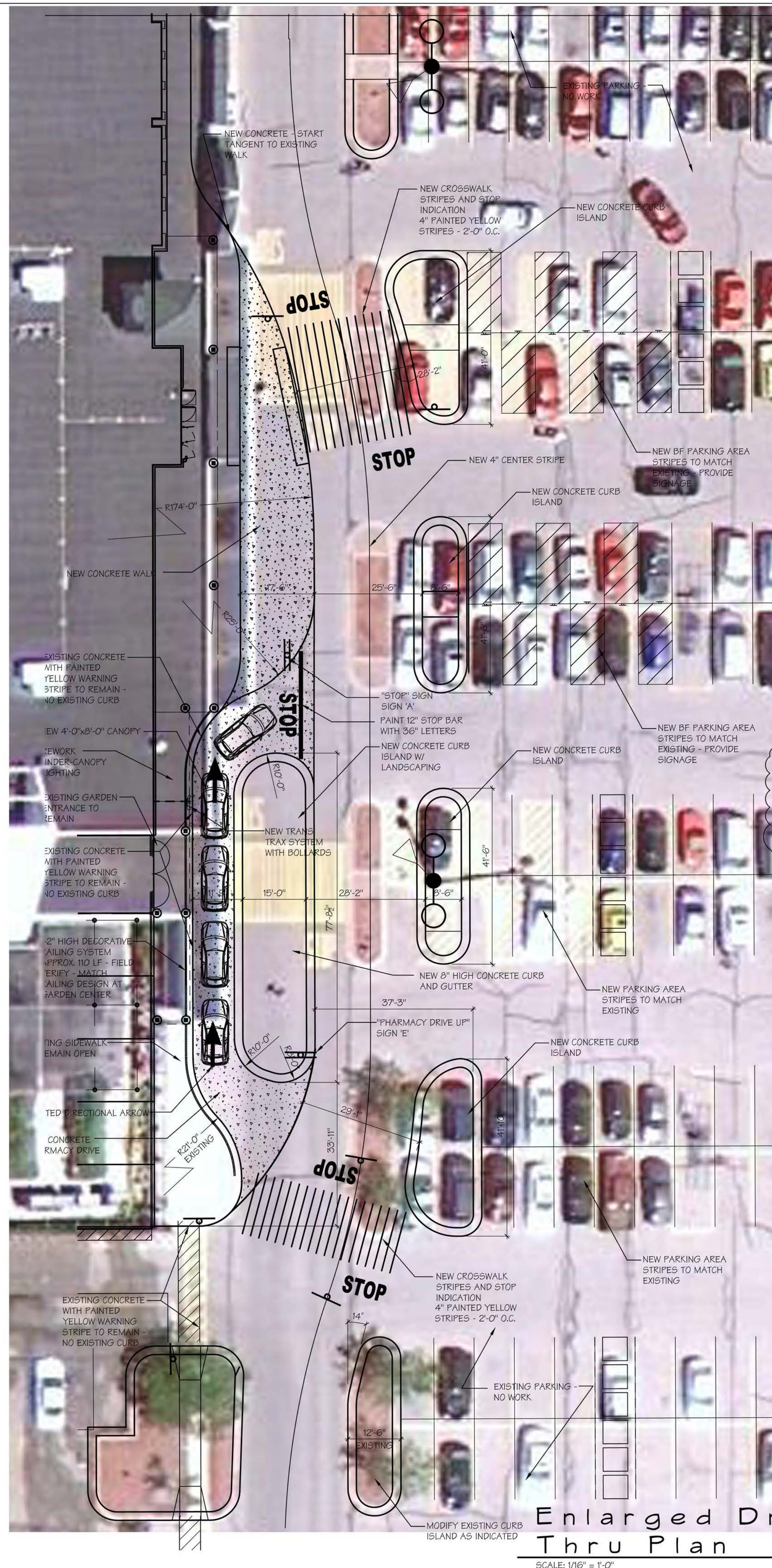
This item was referred back to COTW at the Village Board meeting on May 2.

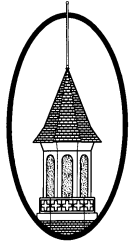
The proposed drive-through superimposed on an aerial photo showing the current layout has been included in the packet for your reference.

1. From this you will see the existing sidewalk remains as is today. A fence will be installed to separate the vehicles in the drive-through from the pedestrians on the sidewalk. The fence will also guide pedestrians to a safe crossing at a striped cross walk to access the parking lot or the garden center.
2. You can also see the shift of 4 parking lot islands to the east (right on the diagram) to accommodate the two-way traffic on the access road in front of the store and the new drive-through lane. The new parking lot islands will be landscaped, including the drive-through island.

3. Approximately 22 parking spaces have been removed due to the shift of the access road. All the ADA parking spaces will be restriped and located in the areas closest to the store entrance.
4. Based on the auto-turn diagrams, right turn movements are not feasible with the layout. Therefore, the drive-through will be signed to prohibit right turn movements into and out of the drive-through lane.

Staff would be happy to further explain the circulation or answer any questions you may have prior to the meeting or at the meeting.





VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: May 9, 2017

TO: Committee of the Whole

FROM: Katie Parkhurst, AICP, Senior Planner

SUBJECT: *Case No. 2017-02 Spectrum Senior Housing—Annexation, Zoning Upon Annexation to R-1E PUD and B-1 PUD, Special Use Permit for Senior Housing, Preliminary PUD and Plat of Subdivision*

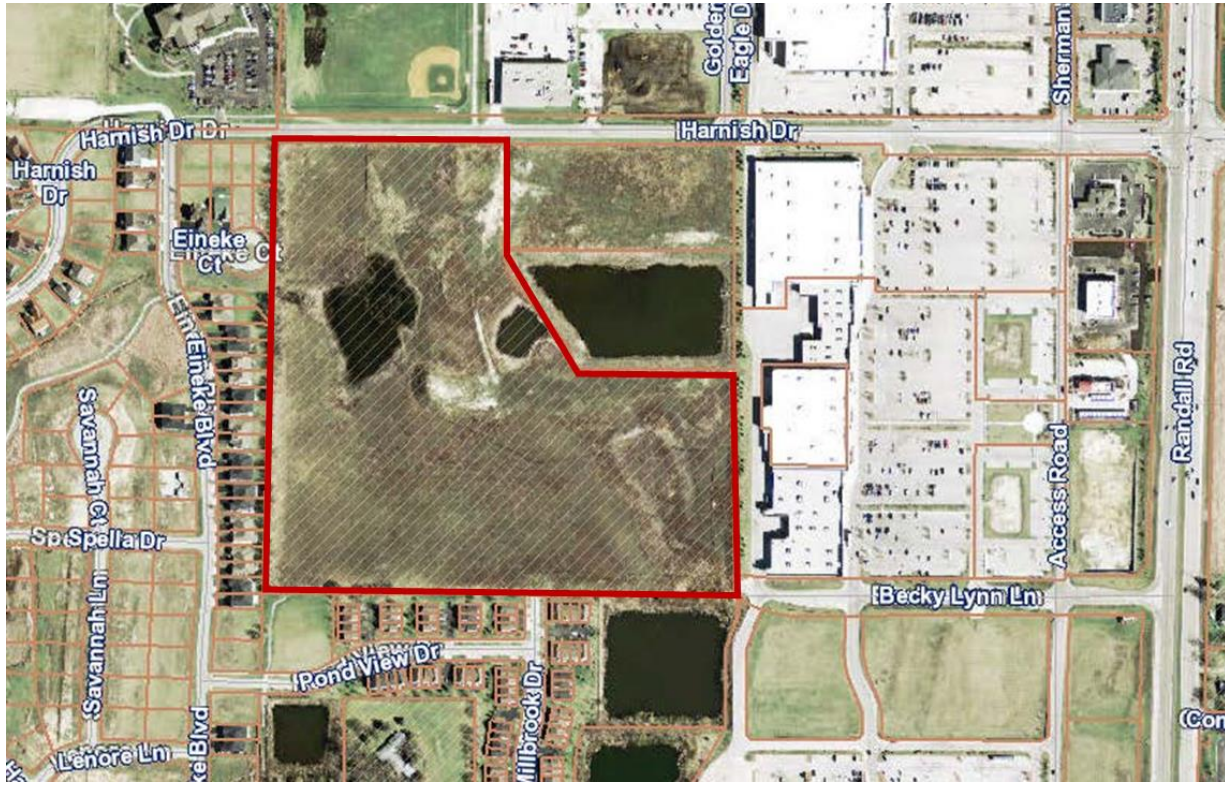
Introduction

Mr. Mike Longfellow, Spectrum Acquisition Algonquin LLC, has submitted development plans for a proposed market-rate senior living facility and future residential subdivision. The proposal includes annexing the approximately 30 acres of land, plat of subdivision, zoning Lot 1 as B-1 PUD, SU for a senior living facility, zoning Lot 2 and 3, the remainder of the property, R-1E PUD for future multi-family residential, and preliminary PUD approval for the entire site. Spectrum Senior Living would include approximately 101 units of independent living and 59 units of assisted care for a total of 160 units. The facility is expected to be the home of 180 residents. The exact mix of types of units is still being determined and will be finalized prior to final approval. These units would all be housed in one building that ranges from 2-3 stories. There would also be 4 separate garage buildings. All this along with the associated stormwater facility would be located on 10.60 acres, proposed Lot 1. Spectrum will be the owner and operator of the facility. Residents will be offered a variety of services such as three meals per day, linen services and housekeeping, transportation to activities, shopping and doctor visits, and planned activities. The facility will include amenities such as a bistro, wellness spa area, library, theater, and gathering areas in addition to landscaped courtyards. The project is expected to employ 65 full-time and part-time staff. The remaining 19.74 acres is proposed for future multi-family residential units, not age restricted. This property will come in for review and approval once a builder/developer has been identified.

Location

The proposed development is located on the farmed property on the south side of Harnish Drive, between the Oakridge Court Shopping Center (JC Penney) and the Grand Reserve Subdivision.

It encompasses 30.34 acres just south of Jacobs High School and north of the Millbrook Townhomes Subdivision.



Staff and Consultant Review

Spectrum and their development team have been very cooperative in working with staff to address comments. Village staff and the development team have a meeting scheduled to further discuss the comments from Public Works and Christopher Burke. Staff is confident that the developer and the Village will create a project that is beneficial for all.

Attached are comments on the plans from Public Works, Christopher Burke Engineering, Police Department and the Building Department. Listed below are the highlights of the development:

Architecture – The 156,600 square foot building encompasses two distinct living/care areas. All three floors of the west side of the building are independent living apartments and assisted living is located on the east side of the building on two floors. The final mix of units and care levels will be determined at Final PUD approval. Memory care may be added to the facility if there is a market demand for these units. The design of the building layouts in an “H” shape, this provides a feeling of a smaller building. The major building materials include full dimensional reddish brown face brick, stone in tan shades, fiber cement siding in light beige, accents of shake siding in a green, and white trim. The full pitched roof is covered in dark brown asphalt shingles. There are also small balconies for some of the independent living units. The building is designed to have a residential feel to it since it will house 180 residents. The front entrance area features a porte

cochere for a drop-off area. The height of the building to the top of the pitched roof is 47 feet 10 inches. The roof will conceal all the mechanical equipment. The height exceeds the code of 35 feet; however, due to the large setbacks, full pitched roof and screening of mechanical equipment, this taller building is acceptable. The garage buildings are all single story buildings with 11 garage doors. The buildings are constructed with the reddish brown brick around the base of the building and the fiber cement siding in beige to match the main building. All the garage buildings are oriented so the garage doors face each other.

The proposed apartment buildings or future multi-family residential buildings shall meet the basic design elements as described herein. The buildings shall be constructed with masonry (face brick or stone) as a major material on all elevations. Fiber cement board shall be used for the siding. The color palette of the buildings shall be earth tone colors. The buildings shall have architectural features to break up the mass of the buildings, such as balconies, bump outs in the wall, mix of building materials and colors, full pitch roof with architectural grade shingles. The buildings shall be no more than 3 stories tall. All architectural elevations shall be reviewed as part of the Final PUD approval.

Site Plan/Engineering—Preliminary engineering plans have been submitted for the entire 30 acres. The general improvements for the site include Millbrook Drive, Becky Lynn Lane, running water and sanitary sewer through the site and designing stormwater management. Millbrook Drive will be extended from its current terminus in the Millbrook Townhomes subdivision north to Harnish Drive. Millbrook Drive will be a public road serving the development and constructed to Village conservation design standards. An 8-foot wide asphalt bike path will be installed along the west side of Millbrook Drive and connect to the existing bike path in the northwest corner of Millbrook Townhomes subdivision. A sidewalk will be installed along Harnish Drive to connect from the rear of the shopping center to the Grand Reserve subdivision. Left turn lanes onto Millbrook Drive and the entrance to the Spectrum Senior Living will be installed. The developer shall re-evaluate the stormwater system as designed and consider combining the two ponds into one larger amenity to serve the entire site. The stormwater facility must meet the Woods Creek Watershed-Based Plan design requirements. The overall design of the development shall also comply with the Village's Conservation Design Ordinance.

The future multi-family area, Lots 2 and 3, approximately 20 acres has only a conceptual site plan. Since a builder will be identified in the future, no preliminary engineering has been done for this area other than Millbrook Drive, the main bike path connection, and a proposed stormwater facility. The developer will be required to install Becky Lynn Lane as part of this phase of the development. The routing of the bike path is encouraged to meander through the site, rather than follow the property lines.

Spectrum Senior Living, Lot 1 and Outlot 1, have preliminary engineering complete. Access to the site will be from Harnish Drive and Millbrook Drive. Internal site circulation includes a driveway around two sides of the building with parking on the north and west sides of the building. Employee parking will be on the west side of the building, as well as the location where the facility van(s) will be parked. Parking for the independent residents will be in the garages on the west side of the property or the west side of the building, closest to the building entrance. Guest parking is located on the north side, at the front of the building. There are a total of 120 parking spaces,

including 5 accessible spaces and 44 garage spaces. This is ample parking for the expected number of staff and visitors to the site. There is a sidewalk around the entire building, which will provide able residents a safe area to walk. The parking lot is set back 25 feet from Harnish Drive, the garages are set back a minimum of 49 feet from the west property line, and the driveway is set back 10 feet from the rear property line, and the stormwater facility will add another 214 feet of separation from the future multi-family development. The water main is being looped through the site to connect to the existing main on Harnish Drive and the new main on Millbrook Drive. The sanitary sewer is proposed to connect to the sanitary main on Eineke Court. However, Public Works requests that it connect to the sanitary sewer main extended along Millbrook Drive. This main shall also provide a connection for the further development on the existing commercial lot on Harnish Drive. Stormwater is collected in a basin on the south side of the property and will outflow north and west. There are isolated wetlands on site that will be filled in. A wetland fee in lieu of mitigation shall be submitted to the Village. The dumpster and generator enclosure are shown at the rear of the building. The enclosure shall be constructed of the same material as the building and have a solid gate that latches closed.

Plat of Subdivision—The site is currently one parcel. The plat creates Lot 1 for Spectrum Senior Living, Lot 2 for future multi-family residential, Lot 3 for future multi-family residential, Outlots 1 and 2 for stormwater management, and dedicates Millbrook Drive to the Village. The plat shall include easements for Village and public utilities, stormwater easements and the easement provision language. The Plat shall also include the signature block for School District 300. The Plat shall include the right-of-way dedication for Becky Lynn Lane. The lot lines may need to be adjusted based on the revisions to the stormwater facilities. The stormwater outlot(s) shall be dedicated to the Village of Algonquin.

Plat of Annexation—The plat of annexation shows the entire 30.34 acres being annexed into Algonquin. The title on the plat shall be corrected to state annexation into the Village of Algonquin.

Landscape Plans—The site is currently farmed with a fence row of trees existing on the west and south property lines. The majority of these trees are slated to remain even though they are not high quality trees, mostly Box Elder. There are some Eastern Cottonwood trees that have grown in the wet areas of the site and those will be removed. The preliminary landscape plan is for the Spectrum Senior Living facility. The remainder of the site will come in for review and approval at the time a developer/builder is selected. A mix of shrubs, perennials, groundcovers, and ornamental grasses are proposed around the entire building as foundation plantings. The front courtyard is heavily landscaped to create an inviting entrance into the building while the rear courtyard provides a semi-private seating area for the residents. The west side of the site, behind the garage buildings, is planted with a variety of evergreen trees and shrubs which provides a nice buffer for the existing residents. The stormwater facility is outlined with trees and the slopes of the pond are planted with native seed mixes. There will need to be landscaping around the monument sign that shall include plants that will be attractive in all seasons. Parkway trees are proposed for the frontage on Harnish Drive and on the west side of Millbrook Drive for the Spectrum Senior Living Facility. The remainder of the required parkway trees on Millbrook Drive will be installed when the remainder of the site is developed, this will ensure the trees are not removed for future driveways or entrances into the parking lots. A planting list shall be added to the plans for the entire site.

Signage—Two monument signs are proposed for the development; however, only one shall be permitted. The site plan and landscape plan shall show the location for the one sign. The monument sign has a brick base and surround, and decorative cast stone coping. The sign will be lit from ground lights; the lighting shall be reviewed by Village Staff prior to approval. The monument sign is 5'4" tall by 12' wide. Landscaping around the base of the sign shall be attractive in all seasons.

Photometric Plan—The photometric plan shows the maximum light level of 26.9 foot candles (under the porte cochere) with an average of 0.73 foot-candle on site. All parking lot light fixtures shall meet Village standards with a maximum of 25-foot poles, metal halide light/LED or similar white light, the lens flush with the housing, all black fixtures and poles. Decorative light bollards are proposed for a few of the walkways at the front entrance area and the rear courtyard area; these shall also conform to Village standards of metal halide light/LED or similar white light and black fixtures. The wall sconces and decorative light fixtures on the building shall have downcast lighting, no exposed bulbs, and metal halide/LED or similar light. All light shall conform to the Village standards; no exposed bulbs or glare shall come from any fixture.

Conservation Design—This development will be the first to be developed following the Conservation Design ordinance the Village adopted in 2015. The parcel is located in a sensitive area of the Woods Creek Watershed. The stormwater facilities on the proposed development site will be designed and improved as wetland enhanced ponds. The Village will receive the stormwater facilities once they have been improved and the plantings are established. A Special Service Area will be put in place to provide for ongoing funding to maintain the open space and stormwater facilities in a manner consistent with Village standards for the Woods Creek Watershed. The developer is encouraged to use green building practices in the building. The landscaping on site is also recommended for a variety of native plants. The Village will gain a minimum of 9 acres of preserved open space/stormwater facilities.

Traffic Study—Gewalt Hamilton Associates prepared a Traffic Impact Study dated March 2, 2017. The study was done to show the impact the proposed development will have on existing traffic and road networks. The summary of the study indicated that the volume of traffic generated from this type of residential development is minimal. The study concludes that the existing road network can accommodate the proposed traffic without decreasing the level of service at any of the nearby intersections. Left turn lanes on Harnish Drive will be installed at Millbrook Drive and the entrance to Spectrum Senior Living. These lanes can be added through striping on the road, no road construction is necessary.

Fiscal Impact Study—Teska Associates prepared a Fiscal Impact Study to evaluate the senior housing development and to compare tax revenues and expenses if the property were developed as single family or multi-family instead of senior living. In conclusion, the report shows the senior housing development would provide a net benefit to the Village of \$20,367 in property taxes per year while a single family development would generate \$3,429 and multi-family would generate \$5,086 in taxes to the Village. The entire report is attached to the packet for your reference.

Annexation Agreement—Village staff has negotiated an annexation agreement with the developer that is mutually beneficial to both parties. Highlights of the agreement include: Annexation Fee of \$25,040; transition fees on the multi-family parcel equal to \$1,270 per unit that will go to the School District, Library, and Fire District; 9 acres of land donated to the Village for open space and stormwater facilities along with funding for ongoing maintenance; control to review the future multi-family development to ensure it meets Village standards; over \$200,000 in park donation, and a sidewalk connection on the south side of Harnish Drive to connect from Oakridge Court shopping center to Eineke Blvd, and the extension of Millbrook Drive.

Findings of Fact

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

1. The proposed senior living facility use is appropriate and desirable in this location, and will be compatible both with the Comprehensive Plan designation and surrounding uses. The subject property will be zoned commercial. The quasi commercial and residential use is an appropriate blend of the existing commercial zoning and provides a buffer to existing surrounding residential zoned and used properties. The development will diversify housing and care needs for seniors.
2. The proposed use of this site will not be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to the property values.
3. The proposed use will comply with all zoning requirements of the Village and conditions stipulated as part of the approval. The subject property will be zoned B-1 PUD and a senior living facility is allowed with a Special Use Permit in this zoning district.

Planning and Zoning Commission Consideration

On April 10, 2017 the Planning and Zoning Commission considered the petition and unanimously recommended approval of the request for Annexation, Zoning Upon Annexation to R-1E PUD and B-1 PUD, Special Use Permit for Spectrum Senior Living, Preliminary PUD and Plat of Subdivision with the conditions listed by staff and the finding of facts presented.

Recommendation

Staff concurs with the Planning and Zoning Commission and recommends approval of the Annexation, Zoning Upon Annexation to R-1E PUD and B-1 PUD, Special Use Permit for Spectrum Senior Living, Preliminary PUD and Plat of Subdivision with the conditions listed below. Staff will continue to work with the developer to ensure that the final plans address Village requirements.

1. That all offsite and onsite utilities serving the Subject Property shall be underground and that site construction, utility installation and grading shall not commence until the Final Plat of

Subdivision and Final Planned Development plan have been approved by the Village Board and recorded with the County.

2. The Landscape Plans prepared by Allen Kracower and Associates, with the latest revision date of March 10, 2017, shall be revised to address the comments contained in the March 24, 2017 memorandum from the Public Works Department and the March 31, 2017 letter from Christopher Burke Engineering. The existing fence row of trees shall remain provided the trees are in fair or better condition. The remainder of the site shall come in for review and approval at the time a developer/builder is selected. There shall be landscaping around the monument sign that shall include plants that will be attractive in all seasons. The remainder of the required parkway trees on Millbrook Drive shall be installed when the remainder of the site is developed. A planting list shall be added to the plans for the entire site.
3. Engineering Plans, as prepared by Cross Engineering and Associates, with the latest revision date of March 10, 2017 shall be revised to incorporate comments from the March 31, 2017 letter from Christopher Burke Engineering, the March 24, 2017 memorandum from Public Works Department, the April 3, 2017 Building Department memorandum, and the April 3, 2017 memorandum from the Police Department. Millbrook Drive shall be extended from its current terminus in the Millbrook Townhomes subdivision north to Harnish Drive. Millbrook Drive shall be a public road constructed to Village conservation design standards. An 8-foot wide asphalt bike path shall be installed along the west side of Millbrook Drive and connect to the existing bike path in the northwest corner of Millbrook Townhomes subdivision, the exact routing shall be determined at Final PUD. A sidewalk shall be installed along Harnish Drive to connect from the rear of the shopping center to the Grand Reserve subdivision. Left turn lanes onto Millbrook Drive and the entrance to the Spectrum Senior Living shall be installed. The developer shall re-evaluate the stormwater system as designed and consider combining the two ponds into one larger amenity to serve the entire site. The stormwater facility shall meet the Woods Creek Watershed-Based Plan design requirements. The overall design of the development shall also comply with the Village's Conservation Design Ordinance. The developer of the future residential shall install Becky Lynn Lane. Spectrum shall park any facility van(s) in the west parking lot. There shall be a total of 120 parking spaces, including 5 accessible spaces and 44 garage spaces. The parking lot shall be set back 25 feet from Harnish Drive, the garages are set back a minimum of 49 feet from the west property line, and the driveway is set back 10 feet from the rear property line, and the stormwater facility will add another 214 feet of separation from the future multi-family development. The water main shall be looped through the site to connect to the existing main on Harnish Drive and the new main on Millbrook Drive. The sanitary sewer shall connect to the sanitary sewer main extended along Millbrook Drive. This main shall also provide a connection for the further development on the existing commercial lot on Harnish Drive. Stormwater shall be collected in a basin on the south side of the property and will outflow north and west. A wetland fee in lieu of mitigation shall be submitted to the Village. The dumpster and generator enclosure shall be constructed of the same material as the building and have a solid gate that latches closed.
4. Architectural elevations, as prepared by Vessel Architecture, with the latest revision date of February 28, 2017, shall be revised to incorporate comments from the March 24, 2017 Public

Works memorandum, the March 31, 2017 Christopher Burke Engineering memorandum, and the April 3, 2017 Building Department memorandum. The final mix of units and care levels shall be determined at Final PUD approval. The 156,600 square foot building shall have the major building materials include full dimensional reddish brown face brick, stone in tan shades, fiber cement siding in light beige, accents of shake siding in a green, and white trim. The full pitched roof shall be covered in dark brown asphalt shingles. There shall be small balconies for some of the independent living units. The height of the building to the top of the pitched roof shall be 47 feet 10 inches. The roof shall conceal all the mechanical equipment. The height exceeds the code of 35 feet; however, due to the large setbacks, full pitched roof and screening of mechanical equipment, this taller building shall be acceptable. The garage buildings shall be single story buildings with 11 garage doors, constructed with the reddish brown brick around the base of the building and the fiber cement siding in beige to match the main building. All the garage buildings shall be oriented so the garage doors face each other.

The proposed elevations for the future multi-family residential buildings, as prepared by Vessel Architecture, with the latest revision date of February 28, 2017, shall be used as a guideline for the architectural requirements. The buildings shall be constructed with masonry (face brick or stone) as a major material on all elevations. Fiber cement board shall be used for the siding. The color palette of the buildings shall be earth tone colors. The buildings shall have architectural features to break up the mass of the buildings, such as balconies, bump outs in the wall, mix of building materials and colors, full pitch roof with architectural grade shingles. The buildings shall be no more than 3 stories tall. All architectural elevations shall be reviewed as part of the Final PUD approval. Site plan and density shall be evaluated at the time of Final PUD approval.

5. The Final Plat of Subdivision as prepared by Edward J. Molloy & Associates, with the latest revision date of February 20, 2017 shall be revised to address comments from the March 31, 2017 Christopher Burke Engineering memorandum and the March 24, 2017 Public Works memorandum. The plat creates Lot 1 for Spectrum Senior Living, Lot 2 for future multi-family residential, and Lot 3 for future multi-family residential, Outlots 1 and 2 for stormwater management, and dedicates Millbrook Drive to the Village. The plat shall include easements for Village and public utilities, stormwater easements and the easement provision language. The Plat shall also include the signature block for School District 300. The Plat shall include the right-of-way dedication for Becky Lynn Lane. The stormwater outlot(s) shall be dedicated to the Village of Algonquin.
6. The Plat of Annexation as prepared by Edward J. Molloy & Associates, with the latest revision date of February 20, 2017 shall be revised to address comments from the March 31, 2017 Christopher Burke Engineering memorandum and the March 24, 2017 Public Works memorandum. The title on the plat shall be corrected to state annexation into the Village of Algonquin.
7. The Photometric Plan as prepared by SSC Engineering, Inc., with the latest revision date of March 1, 2017, shall be revised to incorporate comments from the March 31, 2017 Christopher Burke Engineering memorandum, and the March 24, 2017 Public Works memorandum. The photometric plan shows the maximum light level of 26.9 foot candles (under the porte cochere)

with an average of 0.73 foot-candle on site. All parking lot light fixtures shall meet Village standards with a maximum of 25-foot poles, metal halide light/LED or similar white light, the lens flush with the housing, all black fixtures and poles. Decorative light bollards are proposed for a few of the walkways at the front entrance area and the rear courtyard area; these shall also conform to Village standards of metal halide light/LED or similar white light and black fixtures. The wall sconces and decorative light fixtures on the building shall have downcast lighting, no exposed bulbs, and metal halide/LED or similar light. All light shall conform to the Village standards; no exposed bulbs or glare shall come from any fixture. The Village Board shall have the right to review light levels and require a change if they determine that the light levels are inappropriate.

8. The Signage plan, as prepared by Vessel Architecture, with the latest revision date of February 28, 2017 shall be revised to address comments in the March 24, 2017 Public Works memorandum. Only one monument sign shall be permitted on site. The site plan and landscape plan shall show the location for the one sign. The monument sign shall have a brick base and surround, and decorative cast stone coping. The sign shall be lit from ground lights; the lighting shall be reviewed by Village Staff prior to approval. The monument sign shall be 5'4" tall by 12' wide. Landscaping around the base of the sign shall be attractive in all seasons. A separate Sign Permit shall be obtained prior to installation of the sign and include details of the lighting.
9. All trash enclosures shall be sized appropriately to provide for trash and recycling containers.
10. Spectrum shall come in for Final PUD review and approval on the Spectrum Senior Living prior to any construction taking place.
11. The multi-family residential parcel shall come in for Preliminary and Final PUD approval prior to any construction taking place. Legal notice shall be done for the PUD review process. The site plan, building elevations, density, landscaping, photometric plan and all development plans shall be reviewed as part of the PUD process. Nothing submitted in the concept plans shall be considered an approval.
12. A special service area shall be established for the Village to maintain the stormwater facility.

Attached: Staff Reports and Developer Submittal Package



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

March 31, 2017

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

Attention: Katie Parkhurst, Senior Planner

Subject: Spectrum Senior Housing – FIRST REVIEW
Algonquin Case No. 2017-02
(CBBEL Project No. 07-0272.00098)

Dear Katie:

We have reviewed the following documents related to this project:

- Project Narrative dated March 13, 2017 with no authorship noted
- Preliminary Engineering Plans prepared by Cross Engineering & Associates, Inc. bearing a revision date of March 10, 2017
- Preliminary Landscape Plans prepared by Allen Kracower & Associates, Inc. bearing a revision date of March 10, 2017
- Colored Architectural Elevations prepared by Vessel Architecture & Design bearing a revision date of February 28, 2017
- Colored Exhibit for Multi-Family Site Plan prepared by Allen L. Kracower & Associates, Inc. bearing no revision date
- Preliminary PUD Site Plan prepared by Cross Engineering & Associates, Inc. bearing a revision date of March 10, 2017
- Preliminary Stormwater Management Report (PSMR) prepared by Cross Engineering & Associates, Inc. bearing no revision date
- Traffic Impact Study (TIS) prepared by Gewalt Hamilton Associates, Inc. bearing a revision date of March 2, 2017
- Report of Soils Exploration prepared by Testing Service Corporation bearing a revision date of June 20, 2016
- Phase 1 Environmental Site Assessment prepared by Testing Service Corporation bearing a revision date of June 6, 2016
- Electrical Site and Photometric Plans prepared by Vessel Architecture & Design bearing a revision date of March 1, 2017
- Plat of Subdivision prepared by Edward J. Molloy & Associates bearing a revision date of February 20, 2017

- Plat of Annexation prepared by Edward J. Molloy & Associates bearing a revision date of February 20, 2017

It is our understanding that this project will be presented to the Plan Commission in April. We offer the following comments for their consideration:

PRELIMINARY ENGINEERING PLANS

Sheet C-4

1. Written permission from the owner of the future multi-family site is required for the off-site grading noted on the plan sheet to construct the south side of the detention pond embankment.
2. The proposed detention basins will have 5-6 feet of permanent pool underneath the normal water level, but no flat safety shelf has been proposed around the perimeter of the pond per the grading depicted on the plan sheet (typical for sheets C-4, C-5, and C-9).

Sheet C-5

3. The area under proposed Outlot 2 is to be re-graded to provide a route for the overflow of the existing Oak Ridge Subdivision detention pond to the proposed Senior Living detention pond and to provide additional volume within the former pond. Will this outlot be consolidated later into the parcel containing the former pond?
4. Spot elevations should be added at the building corners around the periphery of the proposed buildings.
5. The use of either standard pitch or reverse pitch curb & gutter shall be noted where applicable on the plan sheet or on a separate geometric plan.
6. A set of proposed grades is missing along the west side of the parking cell adjacent to the Porte-cochere.
7. The engineer shall verify the proposed pavement elevations for the main access road adjacent to the patio along the west side of the structure. It looks like water will pond to a depth of 12 inches before it overflows to the south.
8. The proposed retaining wall along the west side of Millbrook Drive shall be designed by a structural engineer licensed in the State of Illinois as it is over 3-feet in height.
9. The locations for the use of tactile warnings and ADA parking signs shall be called out on the plan sheet or separate geometric plan.

Sheet C6

10. The slope of the 30-foot section of sanitary sewer immediately downstream of the grease interceptor should be revised to 8.73% if the upstream and downstream inverts are held.
11. A paved access path should be provided from the site roadway system to the proposed outlet control manhole at the southwest corner of the development.
12. There is a blind tap of a storm inlet into the proposed 15-inch storm sewer to the east of the proposed gazebo. The blind tap shall be eliminated and the connection made with a structure.
13. The discharge of the storm sewer serving the westernmost pavement on the site discharges into the detention pond 110-feet to the east of the pond outfall. The engineer shall move the discharge further east to prevent the potential of pond "short circuiting".
14. The locations of the building downspouts and any associated pipe connection should be shown on the plan sheet.
15. The symbol used to denote proposed site lights have a depicted width of 4-feet which makes the light bases very close to the proposed water main. The separation of the pipeline and the outside of the base shall be called out or the light poles moved to the other side of the road to eliminate the potential conflict.
16. The 90-degree bend in the watermain near the southwest corner of the building shall be replaced with dual 45-degree bends.
17. The location of the proposed fire department connection should be depicted on the plan sheet.
18. All proposed utility structures shall be given unique alphanumeric identifiers.
19. Callouts for all proposed underground utilities shall be added to the plan sheet; including material type, diameter, slope, and rim & invert elevations.
20. Utility crossing information shall be added to the plan sheet.
21. Utility segments requiring the use of trench backfill should be shaded on the plan sheet.
22. The routing of the dry utilities is missing from the plan sheet.

Sheet C-7

23. The limits of existing utility easements on Lot 101 of the Grand Reserve Subdivision should be depicted on the plan sheet.
24. The location of the connection point to the public storm sewer system at Eineke Court shall be finalized during the final engineering phase after further review by this office and the Public Works Department as the storm sewer configuration presented on the plan sheet does not match that found in the CBBEL memo of February 2, 2015 detailing proposed improvements to the Grand Reserve storm sewer system.

Sheet C-8

25. The extension of Becky Lynn Lane from its current terminus to the proposed Millbrook Lane extension is not shown on the plan sheet though it is noted in the Traffic Impact Analysis to be constructed.
26. The alignment of the proposed storm sewer along Millbrook Drive should be revised so that it remains within public right-of-way.
27. The proposed storm sewer along Millbrook Drive should be extended further to the south property line to collect as much roadway runoff as possible and convey it to the proposed detention basin.
28. The callout for the sanitary sewer stub to the east side of Millbrook Drive is missing from the plan sheet.

Sheet C-9

29. The symbol for inlet protection is missing from the applicable structures on the plan view.
30. The hatching for the use of erosion control blanket on the sides of the detention pond is missing from the plan view.
31. A standard detail for the inlet filter basket should be added to the plan sheet.
32. A schedule of construction milestones and tentative start and completion dates should be added to the plan sheets.

General Comments

33. The final engineering submittal shall include all applicable specifications and Algonquin standard details for all utility, pavement, and SESC installations and infrastructure.
34. Profile views for the proposed sanitary sewer and water mains shall be added to the plan set.

PLAT OF ANNEXATION

35. The text "VILLAGE OF BURR RIDGE, DUPAGE COUNTY, ILLINOIS" shall be replaced with VILLAGE OF ALGONQUIN, COUNTIES OF KANE AND MCHENRY, ILLINOIS".

PLAT OF SUBDIVISION

Sheet 1

36. The surveyor shall show all found and to-be-set monuments on the plat.
37. The width of the sanitary easement on Lot 3 shall be noted on the plat.
38. The width of the drainage easement on Lot 1 shall be noted on the plat.
39. The names of Outlot 1 and Outlot 2 should be changed to Outlot A and Outlot B, respectively.
40. The plat does not include a right-of-way or roadway easement dedication for the extension of Becky Lynn Lane to the proposed Millbrook Drive extension.
41. The proposed 25-foot wide bike path easement (noted on the PUD Site Plan) on Lot 2 is not depicted on the plan sheet.
42. If the 8-inch sanitary sewer extension for the Senior Living Facility is to be a public main, then an easement for it should be added to the plat.
43. If the 8-inch water main loop for the Senior Living Facility is to be a public main, then an easement for it should be added to the plat.
44. A portion of the existing sanitary sewer that runs underneath proposed Lot 3 appears to have been installed outside the boundary of the existing easement per the information presented on sheet C-8 of the Preliminary Engineering Plans. The width of the of the easement should be increased to 20-feet (from 10-feet) to encompass the pipeline and provide more lateral room for future maintenance.
45. The existing drainage easement crossing proposed Lot 1 can be partially vacated as the storm sewer within that easement will be abandoned except for a small segment at the west property line.
46. Stormwater Management easements should be dedicated to the Village to provide legal access to inspect and maintain the proposed detention ponds, if necessary.

47. There are no noted Public Utility and Drainage Easements (PUE) depicted on the common property lines for the Grand Reserve Subdivision and the Millbrook Townhomes Subdivision. If none exist, then a 10-foot wide PUE shall be dedicated along these lot lines. If a 5-foot wide easement exists, then the new easement shall be only 5-feet in width. These widths may be expanded during the final engineering process as determined by site utility routing.

Sheet 2

48. Applicable and appropriate utility, bike path, and Stormwater management easement language shall be added to the plan sheet in response to comments raised for the first sheet of the document.

PRELIMINARY LANDSCAPE PLANS

Sheet LP-1

49. As noted the electrical comments, several proposed trees within the Senior Living site are conflicting the proposed pole mounted lighting. As such the tree and/or lighting locations will need to be revised.
50. The species of the proposed parkway trees along the west side of Millbrook Drive are not noted on the plan sheet.

ELECTRICAL AND SITE PHOTOMETRIC PLANS

51. There is no Lighting Fixture Schedule identifying what type lighting unit is being located where on the site. Please identify all light pole and lighting unit locations in the Photometric Plan that corresponds with the Lighting Fixture Schedule.
52. The Photometric Plan Calculation Summary does not show any uniformity ratios and identifies 0.0 fc minimum values. The calculation points used should only include points within paved areas within the site and common areas where residents traverse through the site. All other calculation points should be masked out and not included in the Calculation Summary.
53. The Photometric Plan did not take into consideration any proposed lighting along Harnish Drive through the limits of the proposed PUD. The proposed lighting shall be in accordance with Village Ordinance Chapter 22 – Subdivision Regulations, Section 22.05 H, Street Lights. Please provide the required Photometric and Roadway Lighting Plans.
54. As stated in the comment above, there is another proposed roadway (Millbrook Drive) along the center of the overall PUD. This roadway will be within a dedicated 66'-0"

R.O.W. owned and maintained by the Village of Algonquin. Please provide the required Photometric and Roadway Lighting Plans.

55. The catalog cut information for the proposed site lighting luminaires identifies 3 different optics. Please identify the correct optical assembly.
56. On Sheet EL 1.02 there is a cut sheet called out for a Kichler type fixture with no specific product data. Please identify where all fixtures are to be utilized.
57. The proposed Utility Plan shows proposed lighting units on east side of Millbrook Drive. As stated in the comments above, please provide Lighting Plans for this roadway in accordance with Village Ordinances.
58. In the proposed Landscape Plan, specifically Sheet LP-1, there are several locations where proposed light poles conflict with proposed trees. Please revise the Landscape or Photometric Plans accordingly.
59. Please provide Site Lighting Electrical Plans for review. These plans shall include details of how proposed lighting is controlled, where the source of electrical power is for the site, conduit and wire types, trench details, lighting foundation details and details of any handholes or junction boxes which may be required.

STORMWATER MANAGEMENT COMMENTS

60. The PSMR report references McHenry County ordinance requirements. However, the Village of Algonquin has adopted the Kane County ordinance for site developments. The engineer did not perform Stormwater modeling for his preliminary design, but instead assumed a required detention value of 0.46 acre-feet per acre of development. We concur that this value results in a conservative estimate of the required detention storage for development and is adequate for preliminary engineering purposes. The engineer will need to design to Kane County ordinance requirements during the final engineering process.
61. In addition to the above, this property is located within the Wood Creek Watershed Boundary. As such, the 100-year release rate for the development will be a highly restrictive 0.05 cfs/Acre and the detention basins will need to be designed as permeable wetland basins.
62. The PSMR narrative does not discuss retention volume per Kane County Ordinance Section 203(g). The engineer shall calculate an estimated volume based upon the information available now. We note that both proposed detention ponds have areas below the outfall elevation which may be intended for this purpose, but not specifically noted in the PSMR.

63. The existing outlet control structure for the Oakridge detention basin appears to be maintained under proposed conditions. It appears that the Senior Living detention basin creates a tailwater condition on the Oakridge detention basin. The tailwater will limit outflow from the Oakridge basin and raise peak the Water Surface Elevation (WSEL). It may make sense to equalize these ponds with a common High Water Level (HWL) and provide a single outlet control structure downstream of the Senior Living detention basin.
64. The engineer shall verify that all proposed storm sewer rims upstream of the Stormwater detention basin are above the peak WSEL under an emergency overflow condition with blocked restrictor.
65. A wetland delineation report was not provided for review. Based on our review of aerial photography, it appears that wetlands exist within the depressional storage areas as well as at the southeast corner of the site where the proposed detention pond is located for the future multi-family housing. The engineer shall address any wetland impacts in the PSMR.
66. The Phase 1 Environmental Assessment document included a copy of the field tile survey performed by Huddleston McBride dated August 12, 2014. A full-size version of the field tile survey should be included with the final engineering submittal for this project. The locations of any remaining field tiles should be shown on the preliminary and final engineering plans.

TRAFFIC IMPACT ANALYSIS

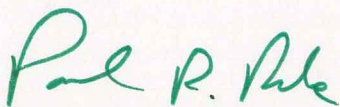
67. All ADT information presented in Exhibit 3 should be projected to existing conditions, which is year 2016 for this TIS.
68. The two signalized intersections of Harnish Drive at Randall Road and County Line Road at Randall Road and the unsignalized intersection of Golden Eagle Drive and Harnish Drive should be included in the TIS since the development traffic will utilize these three intersections. Turning movement counts and capacity analyses should be performed at these intersections. It will not be acceptable to utilize historical turning movement data, such as the 2002 and 2006 data included, due to the growth in the area. In addition, trip generation data should not be utilized for existing land uses like Jacobs High School and CUSD 300 Central offices.
69. The provided existing traffic (Exhibit 3) and the total traffic (Exhibit 10) exhibits were missing volumes at a few of the intersections. Specifically, Golden Eagle Drive and Harnish Drive, Randall Road and Harnish Drive and County Line Road and Randall Road.

70. Please clarify why exhibits 5B and 6 are not combined into one volume exhibit. All volumes in the combined exhibit should represent the same year. Historical count data should not be used.
71. The TIS states that the senior living community consists of 150 units, but Exhibit 8, Part A – Traffic Generation Calculations indicates 182 units. Please revise the TIS to indicate the correct number of units.
72. The capacity analyses for projected conditions should not utilize PHF values greater than 0.95.
73. Please clarify if the peak parking demand of 92 parking spaces at the senior living development includes the garage parking spaces.
74. Provide two separate exhibits illustrating the existing and proposed roadway characteristics including speed limits, type of intersection control, and lane configuration at the project intersections. Indicate which approaches are stop controlled at the unsignalized intersections.
75. The TIS may be subject to further review if there are revisions in the proposed site plan, volume distribution, or an incomplete TIS submittal.

OUTSIDE PERMITTING AGENCIES

76. A permit will be required from the IEPA for the proposed water main extensions.
77. A permit will be required from the IEPA for the proposed sanitary sewer extensions and an individual permit if the discharge is to exceed 1500 gallons/day.
78. A permit will be required from the IEPA for the site disturbance associated with this project.

Sincerely,



Paul R. Bourke, PE CFM CPMSM
Assistant Head, Municipal Department



Michael E. Kerr, PE
Executive Vice President



VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: *Friday, March 24, 2017*
TO: *Katie Parkhurst*
FROM: *Shawn M. Hurtig*
SUBJECT: *Public Works Review # 1 – Preliminary PUD & Plat
Spectrum of Algonquin (CD2017-02)*

Please find below Public Works staff comments, concerns, and issues, on the subject project. This project was reviewed per your direction. Should you have any questions, comments, or concerns, with the content of this review memo, please do not hesitate to contact me.

GENERAL SITE DESIGN COMMENTS

1. The Village requires that Becky Lynn Lane be extend west from its current terminus to intersect with the proposed extension of Millbrook Drive. It should be noted that the traffic study supplied for this site included the connection to Becky Lynn Lane.
2. This parcel is indicated in the Village Master Plan as a location to utilize “Conservation” design. It does not appear that these design guidelines are being adhered to. Items such as roadway width, open space requirements, etc.. do not seem to match the conservation design parameters.
3. The site as planned in this submittal has 2 individual detention ponds, plus 1 existing detention facility, and likely another facility for the undeveloped parcel along Harnish. This means that the 39 acre site (all undeveloped area between Oakridge Court Commercial & Grand Reserve) would have 4 individual detention ponds. This has several consequences to the site plan.
 - a. Individual ponds take up far more land that a combined facility. As they are currently designed the ponds would need to be expanded in order to keep maintainable (3:1) side slopes, and if designed with open water (depths greater than 6”), must have a shelf designed at the open water interface.
 - b. The individual ponds as designed due not have good continuity and do not feel connected (especially the future - south east pond). In our estimation the detention facilities can be used as a way to connect public spaces. For this site in particular the connection of the Pond View Drive pocket park to the multi-use path / opens space at Eineke Court and/or multi-use path along Harnish should be targeted for greenways (and installation of multi-use pathway). Using the detention facilities in a curvilinear fashion to connect existing amenities should be an objective of this sites design.
4. Public Works is requesting that any ponds developed on this site be donated to the Village in order to keep the Woods Creek corridor areas under our standard of care and maintenance. In fact it would also be desirous for the existing detention facility to be donated to the Village. As mentioned in item # 3 above, it is desired that ponds be combined whenever possible, which would include the existing facility. The donation of the facilities would necessitate the implementation of a full time SSA over the property in order for the Village to provide the proper maintenance that would otherwise be the burden of the HOA or Developer.

5. It should be noted that the site has 2 identified wetlands that will require mitigation (wetland filling fee). The size of the wetlands was agreed to between the land owner and Village a few years back.

PLAN SET COMMENTS

(please note that only a preliminary review of the engineering was conducted, a detailed review of engineering will be provide once the site plan/PUD has been approved by the Village Board)

<u>PAGE</u>	<u>ISSUE</u>
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Prelim Plat	Will utilities be covered under a blanket easement across all properties, or will Final Plat have dedicated easements for Village Utility and Private Utility?
Engineering C6	Per the Villages facility plan, the WM from Becky Lynn to Harnish (via Millbrook) shall be a 12". This requires that the 12" connection on Becky Lynn be extended West to the proposed ROW of Millbrook drive and then turned north parallel to Millbrook Drive. It shall run along Millbrook and connect to the existing 12" WM on Harnish Drive.
Engineering C6	In reviewing the sanitary sewer installation, it is the Villages desire to have an installation that will also serve the undeveloped parcel on Harnish just East of the proposed development. Considering the depth of the sanitary main that is along the south property line of the development, it is our recommendation that the sanitary main be installed parallel to Millbrook drive from the south property line to the south property line of the undeveloped parcel along Harnish.
Landscape	Parkway trees shall be installed on both sides of all public roadways and be on average every 40 feet. Tree installations must meet the Village diversity specification for genus and species.
Misc.	Public roadways must meet the Village roadway lighting standard.
Cc:	Project File (listed in footer)
Attachments:	None



Village of Algonquin

The Gem of the Fox River Valley

ADDRESS/LOT/UNIT:	HARNISH DRIVE	APPLICATION DATE:	03/13/2017
P.I.N.:	19-31-400-025	REVIEW COMPLETE:	04/03/2017
DESCRIPTION:	ANNEX ZONE SPECIAL USE PRELIMINARY PUD AND PLAT	APP/PERMIT #:	2017-02
		REVIEW #:	1
		:	
		PROJECT TYPE:	Z731
		CONTACT:	Tom Jacobs
PROJECT:	RES PUD W PIN		
OWNER/TENANT:	NORTHSIDE COMMUNITY BANK / SPECTRUM SENIOR HOUSING		
CONTRACTOR(S):	/ / / / / / /		
APPLICANT:			

1. Vessel Architects plan, Page 7 marked 'GARAGES': notes talk of single fire sprinkler riser room in 'center garage'. Plan does not specify which of the four are 'center'. The sprinkler code would allow it but there are other issues with this design. When water flows how will the FD know which garage is flowing, as a fire is not the only cause of water flow? Alarm detection may be necessary in each garage to address this.
2. Utility plans do not show a water supply to any of the garages.
3. An outside door to the sprinkler room(s) in the garage(s) will be required.

Katherine Parkhurst

From: Jeffery Sutrick
Sent: Monday, April 03, 2017 2:36 PM
To: Katherine Parkhurst
Cc: John Bucci; Ryan Markham
Subject: Spectrum Senior Housing

Katie,

Please see my comment below regarding this development.

1. I have a concern regarding the traffic study. I believe that the study was incomplete as it was not completed during the school year. I believe that the assumptions made were not correct as it is common for traffic to back up from Golden Eagle all the way into the intersection of Randall Road. In addition, there are two intersections between Randall Road and Golden Eagle that were not factored into the traffic study. I did not see any counts on the 4-way stop on Harnish and the retail entrances or at the 3-way stop of Harnish and Sherman.
2. I believe that this development will negatively affect the on street parking on Harnish Drive that is needed and used regarding sporting events at the playing fields. I believe that the roadway configuration needs to be accommodating to on street parking or better yet, striped with designated parking places.
3. Sidewalk extensions need to be added on Harnish Drive to connect both the north and south side of the street to Eineke Blvd and the Library.
4. I am concerned about the location of a senior living home in such close proximity with the sports fields and the noise that those create. Football games and Soccer games both use amplified announcing for the games and I believe this will cause complaints to the PD when sporting events are being played.

Respectfully,

Jeffery A. Sutrick
Deputy Chief
Administrative/Support Services



**VILLAGE OF ALGONQUIN
PLANNING AND ZONING COMMISSION
Meeting Minutes
William J. Ganek Municipal Center-Board Room
April 10, 2017
7:30 p.m.**

AGENDA ITEM 1: Roll Call to Establish a Quorum

Present: Chairperson Patrician; Commissioners Hoferle, Neuhalfen, Sturznickel, Szpekowski, and Laipert.

Absent: Commissioner Postelnick

Staff Members Present: Russ Farnum, Community Development Director, Katie Parkhurst, Senior Planner, and Kelly Cahill, Village Attorney.

AGENDA ITEM 2: Approval of Minutes from the February 13, 2017 Meeting.

A motion by Commissioner Hoferle to approve the February 13, 2017 minutes as presented, was seconded by Commissioner Neuhalfen and a voice vote noted all ayes. The motion carried.

AGENDA ITEM 3: Consideration of a Request for Annexation, Zoning to R1-E and B-1, Preliminary PUD and Preliminary Plat of Subdivision and Special Use Permit

Case No. 2017-02. Spectrum Senior Housing

Petitioner: Mike Longfellow, Spectrum Acquisition Algonquin LLC

OPEN PUBLIC HEARING AND ESTABLISH QUORUM

Mr. Farnum called roll to verify a quorum. Present: Chairperson Patrician; Commissioners Hoferle, Neuhalfen, Sturznickel, Szpekowski, and Laipert. Absent: Commissioner Postelnick. Mr. Farnum announced a quorum was present.

PETITIONER COMMENTS

Ms. Cahill verified that proper notice of the meeting had been posted, and swore in the petitioners. Steve Cross of Cross Engineering noted Mike Longfellow's flight had been delayed and he would be present as soon as possible. Cross is the engineer for the project, and gave an overview of the project, with a multi-family component and a senior living component on the 30-acre site. Spectrum is a nationwide Senior Living developer based in Denver and owns 34 similar facilities in 10 states. Spectrum has two similar facilities under construction and four in operation in Illinois, including Lombard, Lake Zurich, and Streamwood nearby.

The Senior Living component would consist of 10.6 acres of the site, with no memory care component at this facility, although some of the earlier plans showed a memory care component.

The 20 acres remaining of the site were designated for future multiple-family development. That could consist of apartments, townhomes, or a variety of housing types. The property would be zoned R1-E and marketed to a different developer, who would get entitlements in the future.

Cross continued that each independent apartment would have a balcony or patio, but the assisted

living units would have a “Juliet” balcony to add architectural interest. All mechanical equipment would be screened on the roof. Four garages on the west side of the site provided easy access for the users in the independent living units.

There were sidewalks throughout the site and a bike path connection in the southwest corner. This project will have three times the storm water storage and retention than a typical development, due to the site constraints. The developer will also be fixing the off-site storm sewer on Eineke Court.

Larry Dziurdzik of Allen Kracower and Associates introduced himself as the landscape architect for the project. Dziurdzik explained Spectrum desires a broad variety of landscaping that is attractive in all seasons. Dziurdzik outlined how they will save the existing tree line to the west, and provide conservation design landscaping throughout the site and especially with the storm water retention ponds. After noting the engineering comments, they will work with staff to highlight more conservation design features.

Lynn Means of Gewahlt-Hamilton introduced herself as the Traffic Study Engineer for the project. Means gave an overview of the traffic study and highlighted the extensions of Millbrook Drive and Becky Lynn Lane, and the improvements and lane striping planned for Harnish. Means noted that there would be minimal impact on surrounding streets, particularly through the adjacent residential neighborhoods.

Cross wrapped up the presentation by noting they had received the Staff’s extensive review comments and would be working with Staff to improve the project and work through the comments.

STAFF COMMENTS

Mrs. Parkhurst noted Mr. Cross gave a very complete outline and Parkhurst provided just a brief overview of the Staff comments and recommendation. Mrs. Parkhurst noted that this proposal had high quality architecture, and extensive landscaping. Parkhurst highlighted that this request was only for preliminary approval, and the petitioner would have to return for Final PUD and Plat approvals later, after all engineering and Staff comments were worked out. Parkhurst noted this was because of the option to purchase the property, the petitioner needs enough assurance that the Village will approve their project, then they will purchase the property and proceed with the Final engineering for approvals.

Parkhurst highlighted the multiple-family portion would also return later for more approvals, once a developer is selected. There would be architectural standards outlined in the Annexation Agreement. Parkhurst outlined the Finding of Fact and conditions of approval were outlined in the Staff Report, if the Commission chose to recommend approval of this project this evening.

COMMISSION QUESTIONS/COMMENTS

Chairperson Patrician inquired if there were any Commissioner questions or comments.

Commissioner Hoferle asked why the building was oriented so the 3-story portion was to the west, closer to the single family homes in Grand Reserve.

Cross noted that was the independent living wing and the site was oriented to provide a large setback to the homes and use the garages as a buffer between the homes and the Spectrum project.

Commission Hoferle then inquired about the pond configuration. Would they be wet-bottom ponds, holding water?

Cross noted they would be wet at either end, with naturalized landscaping in between that would be periodically inundated in a large rain event. Cross noted the high aesthetic goals of Spectrum and the efforts to incorporate conservation design.

Hoferle then asked about the Police concerns with noise from Jacobs High School. Cross noted that Spectrum was aware of the high school and that activity was attractive to many seniors. That was part of the atmosphere that Spectrum desired in the neighborhood, and one of the reasons they selected that site.

Szpekowski noted that Commissioner Hoferle had asked the same questions she was wondering about. Szpekowski noted that traffic at County Line was bad and she was concerned about adding more on Millbrook Drive.

Commissioner Neuhalfen noted he also had similar concerns, particularly with noise and lights from Jacobs' ballparks. Neuhalfen asked how mature the landscaping would be when planted, and why Spectrum needed two ground signs when most businesses were only allowed one.

Dziurdzik noted that Spectrum uses larger than typical stock, and plants instead of seeding. Dziurdzik added that the landscaping would look mature from the time it is planted.

Cross added they wanted the signs mostly to direct visitors to the parking areas.

Commissioner Laipert noted the pond looked like it was only about the same size as the natural impoundment that was on the site now. Cross noted that was from the broken storm tile issues on the site, and was only a foot or two deep, but the new proposed retention pond was over 10 feet deep in areas and had substantially more storage.

Commissioner Sturznickel asked why they were saving buckthorn and box elder trees along the tree line when the Village was trying to eliminate those types of trees. Parkhurst noted they would eliminate dead or diseased trees along the tree line and all buckthorn as it was invasive.

Chairperson Patrician asked about the age restriction. Cross noted he wasn't sure, as Longfellow had still not arrived. Cross noted obviously it was age-targeted to senior housing, and Spectrum's units were 95% occupied nationwide with an average resident age in the early '80's.

Patrician asked why the proposal didn't have memory care and what happened if a resident needed that service. Cross noted that Spectrum would help transition that patient to a facility that had that service, whether it was a different local facility or one of Spectrum's other facilities.

Patrician asked how the Village would fund the storm water maintenance. Parkhurst noted it would

have to have a Special Service Area, which was a property tax paid by specifically by the Spectrum project that provided revenue for maintenance of the ponds in Spectrum's development.

Patrician asked about the fiscal impact of this project, with the demands on Fire/EMS and Police, was this project favorable? Parkhurst noted that Spectrum was doing a financial study, but from a quick tax revenue standpoint, this was superior to single family homes that would be built here, and was clearly a win for the School District and would bring skilled employment opportunities. Parkhurst noted that most seniors living in single family homes generate ambulance calls for falls and other minor accidents that are handled by staff at an assisted living facility, actually reducing calls.

PUBLIC COMMENT

Chairperson Patrician asked for Public Comments.

Keith Anderson, 925 Eineke, asked if there would be any impact on the lake that is owned by the Association in Grand Reserve. He was concerned that there would be impacts that the Association would have to correct. Parkhurst noted that Spectrum was responsible for their storm water and properties downstream should not experience any more water than they have today.

Tamara Miner of 1407 Millbrook noted she was concerned about the impact to the Fire Department and the impacts that the extension of Becky Lynn Lane would have. The wildlife in the wetlands area would have to move, and the school and delivery traffic that cuts behind the shopping centers would use Millbrook instead. Miner noted a sidewalk connection to the shopping center would be convenient for the kids in the neighborhood.

Parkhurst noted the fire impacts on Clarendale were minimal and the street connections provided options to divide traffic up and lessen the impact on surrounding streets. Parkhurst also noted the Police could issue tickets on public streets and there would be stop signs and more traffic control.

CLOSE PUBLIC COMMENT

With no one else wishing to speak, Chairperson Patrician closed public comment.

COMMISSION MOTION ON PETITION

Chairperson Patrician entertained a motion to approve the request.

Commissioner Hoferle made a motion and Commissioner Sturznickel seconded a motion to recommend approval of the request for Annexation, Zoning to R1-E and B-1, Preliminary PUD and Preliminary Plat of Subdivision and Special Use Permit, for Spectrum Senior Housing, subject to the conditions submitted by Village Staff and the Finding of Fact.

The Roll Call noted the following: Ayes: Chairperson Patrician; Commissioners Hoferle, Neuhalphen, Sturznickel, Szpekowski, and Laipert. Nays: None. Absent: Postelnick. Motion carried 6-0-1.

CLOSE PUBLIC HEARING

SPECTRUM PUD – ALGONQUIN

PROJECT NARRATIVE

The Applicant, Spectrum Acquisition Algonquin LLC, (Spectrum) is the contract purchaser of the subject property. Spectrum Retirement Communities is a national owner/operator of senior living residential communities, and currently owns and operates, or have under development, 34 communities in 11 different states. Their corporate office is located in Denver, CO and they are privately financed. The senior living project to be located on this property will be owned, developed and operated by Spectrum Retirement Communities.

The total site area of approximately 30.3 acres of land is located on the south side of Harnish Drive, approximately 2,000 feet west of Randall Road. The property is currently within unincorporated McHenry County and is proposed to be annexed to the Village of Algonquin as part of this approval.

The Project is proposed to be a mixed-use development consisting of a premier senior living facility on approximately 10.6 acres and a multi-family development, likely apartments or condominiums, on the remaining 19.7 acres of the property. It is anticipated that the multi-family parcel will be developed by others. The senior living facility will cater to seniors looking for quality sheltered care, as well as for adult children looking for places nearby where their parents can continue to live independently.

The project comprises of a two and three-story building with approximately 160 residential units for Independent Living, Assisted Living and Memory Care. It will have significant area dedicated to common area for the residents to enjoy that includes dining facilities, bistro, theater, therapy facilities, salon, library and other areas. The architecture of the buildings are intended to have a residential look incorporating high-end materials with extensive use of masonry and stone. The roofs will be sloped with architectural shingles.

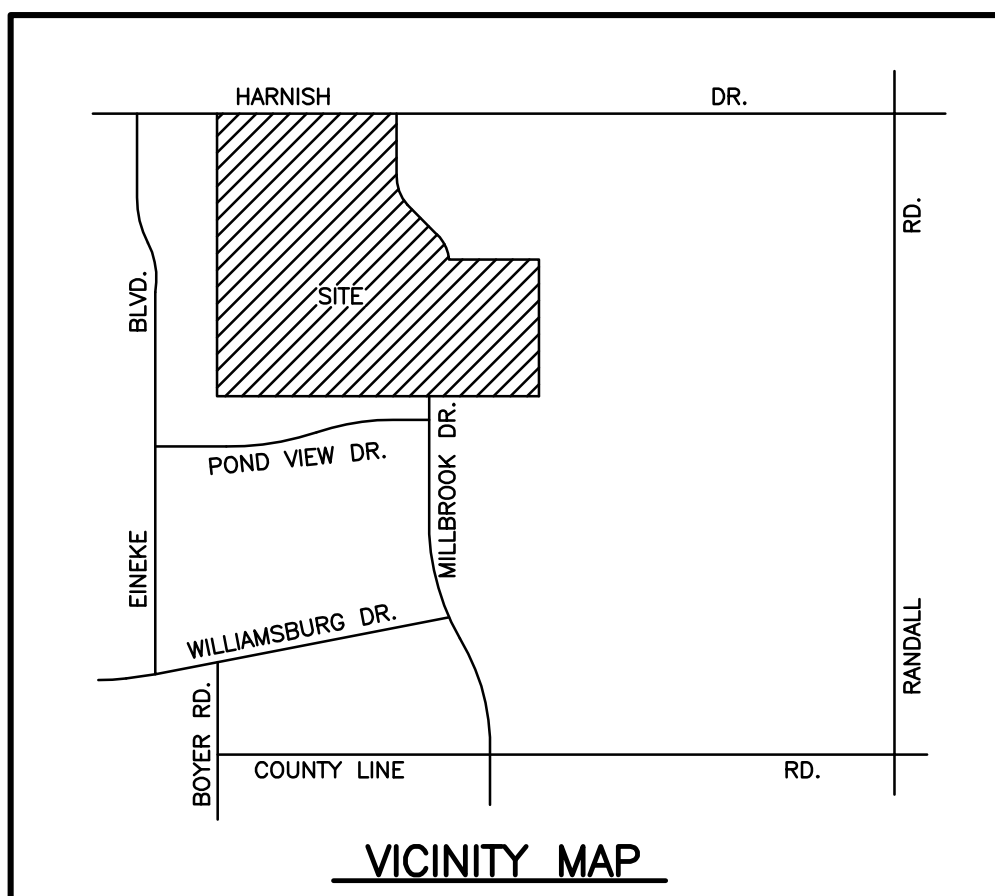
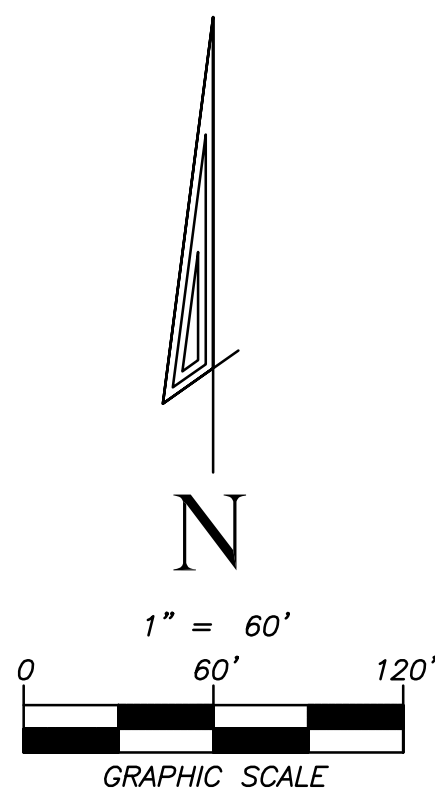
The units are rented in a month-to-month lease.

Subject to obtaining the necessary approvals, Spectrum would be looking to start construction on the development during the summer of 2017, with an anticipated opening date in Spring of 2019.

PLAT OF ANNEXATION TO THE VILLAGE OF BURR RIDGE, DUPAGE COUNTY. ILLINOIS

THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTH 1/2; THENCE NORTH 1 DEGREE 42 MINUTES 19 SECONDS EAST ALONG THE WEST LINE OF SAID NORTH 1/2, 1284.19 FEET TO THE SOUTH LINE OF HARNISH DRIVE AS DEDICATED BY DOCUMENT NUMBER 1998R0075129; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS EAST ALONG SAID SOUTH LINE, 657.00 FEET; THENCE SOUTH 0 DEGREES 11 MINUTES 44 SECONDS WEST, 303.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS EAST, 660.00 FEET; THENCE SOUTH 0 DEGREES 11 MINUTES 44 SECONDS WEST, 980.70 FEET TO THE SOUTH LINE OF THE NORTH 1/2, BEING ALSO THE NORTH LINE OF MILLBROOK TOWNHOMES AS PLATTED BY DOCUMENT 2003R0078555; THENCE NORTH 89 DEGREES 48 MINUTES 05 SECONDS WEST ALONG THE NORTH LINE OF SAID MILLBROOK TOWNHOMES, 1350.83 FEET TO THE POINT OF BEGINNING, IN MCHEERY COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH HALF; THENCE NORTH 1 DEGREE 42 MINUTES 19 SECONDS EAST ALONG THE WEST LINE OF SAID NORTH HALF, 1284.19 FEET TO THE SOUTH LINE OF HARNISH DRIVE AS DEDICATED BY DOCUMENT 1998R0075129; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS EAST ALONG SAID SOUTH LINE, 657.00 FEET; THENCE SOUTH 0 DEGREES 11 MINUTES 44 SECONDS EAST, 303.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS EAST, 660.00 FEET; THENCE SOUTH 0 DEGREES 11 MINUTES 44 SECONDS WEST, 339.97 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 16 SECONDS WEST, 461.72 FEET; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE HAVING A RADIUS OF 150.00 FEET CONCAVE TO THE SOUTHWEST, THE CHORD OF WHICH BEARS NORTH 20 DEGREES 20 MINUTES 02 SECONDS WEST, 107.49 FEET; THENCE NORTH 40 DEGREES 51 MINUTES 48 SECONDS WEST, 189.53 FEET; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE HAVING A RADIUS OF 150.00 FEET CONCAVE TO THE NORTHEAST, THE CHORD OF WHICH BEARS NORTH 20 DEGREES 20 MINUTES 02 SECONDS WEST, 107.49 FEET TO THE POINT OF BEGINNING IN MCHEERY COUNTY, ILLINOIS.



TAX PARCEL PERMANENT INDEX NUMBERS:
19-31-400-025

PLAT SUBMITTED BY:
SPECTRUM ACQUISITION ALGONQUIN, LLC
200 SPRUCE STREET
SUITE 200
DENVER, CO 80230

STATE OF ILLINOIS }
COUNTY OF MCHEERY AND KANE } SS

THE TERRITORY DESCRIBED IN THIS PLAT OF ANNEXATION IS IDENTIFIED AS THAT INCORPORATED AND MADE A PART OF THE VILLAGE OF ALGONQUIN, ILLINOIS BY ORDINANCE NO. _____ ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF SAID VILLAGE ON THIS _____ DAY OF _____ A.D. 2017.

VILLAGE OF ALGONQUIN

BY: _____ PRESIDENT

ATTEST: _____ VILLAGE CLERK

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

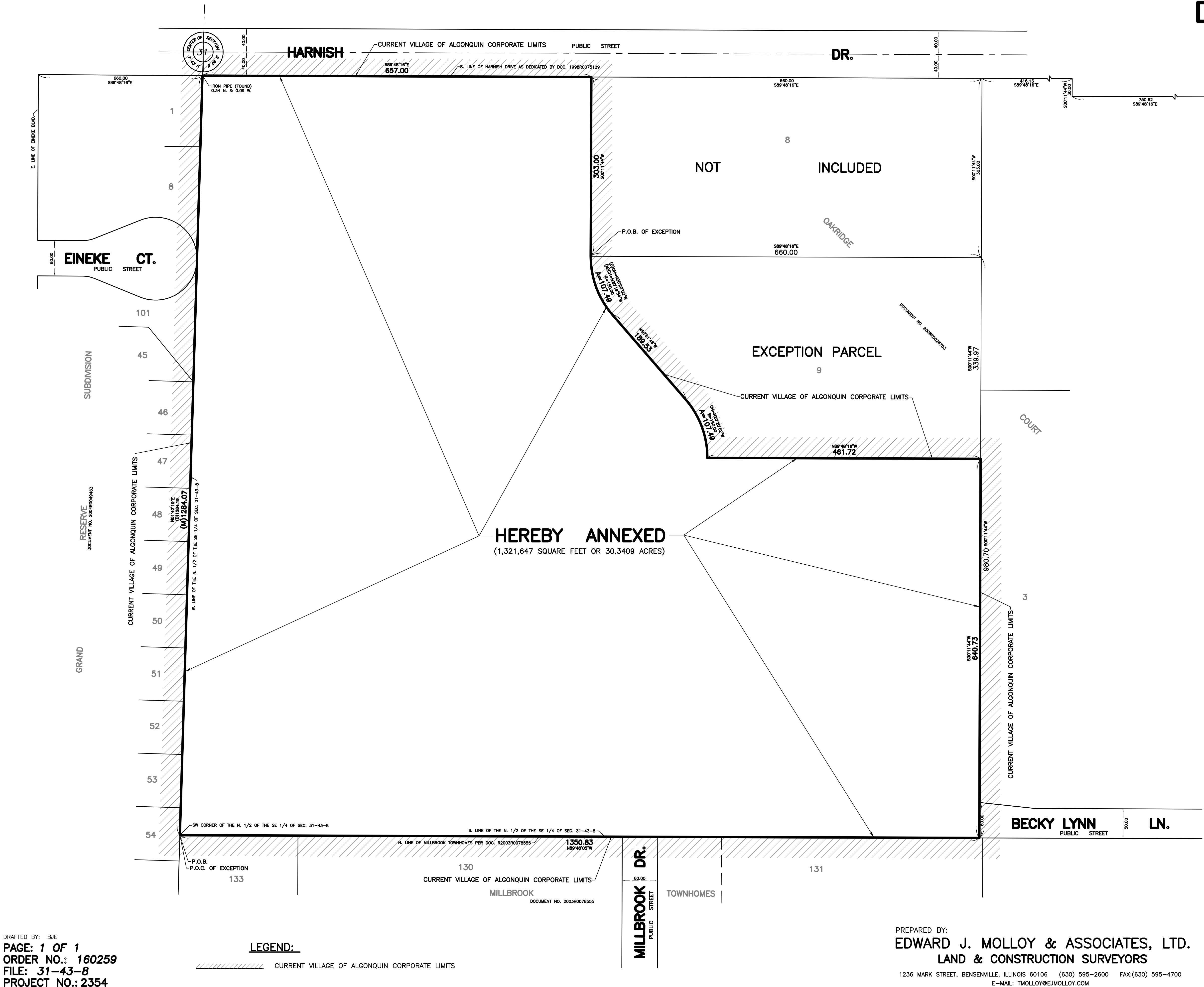
I, THOMAS A. MOLLOY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR HEREBY CERTIFY THAT THE PLAT HEREON DRAWN IS AN ACCURATE REPRESENTATION OF THE TERRITORY INCLUDED IN THE ANNEXATION TO THE VILLAGE OF ALGONQUIN MADE BY ORDINANCE NO. _____ ENTITLED, "AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF ALGONQUIN" ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN ON THIS _____ DAY OF _____ A.D. 2017.

SIGNED AT BENSENVILLE, ILLINOIS THIS 20TH DAY OF FEBRUARY, A.D. 2017

EDWARD J. MOLLOY AND ASSOCIATES, A DIVISION OF THOMAS A. MOLLOY, LTD.
AN ILLINOIS PROFESSIONAL DESIGN FIRM - LICENSE NO. 184-004840

THOMAS A. MOLLOY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3409

VALID ONLY WITH EMBOSSED SEAL (EXPIRES NOVEMBER 30, 2018 AND IS RENEWABLE)



DRAFTED BY: BJE
PAGE: 1 OF 1
ORDER NO.: 160259
FILE: 31-43-8
PROJECT NO.: 2354

LEGEND:

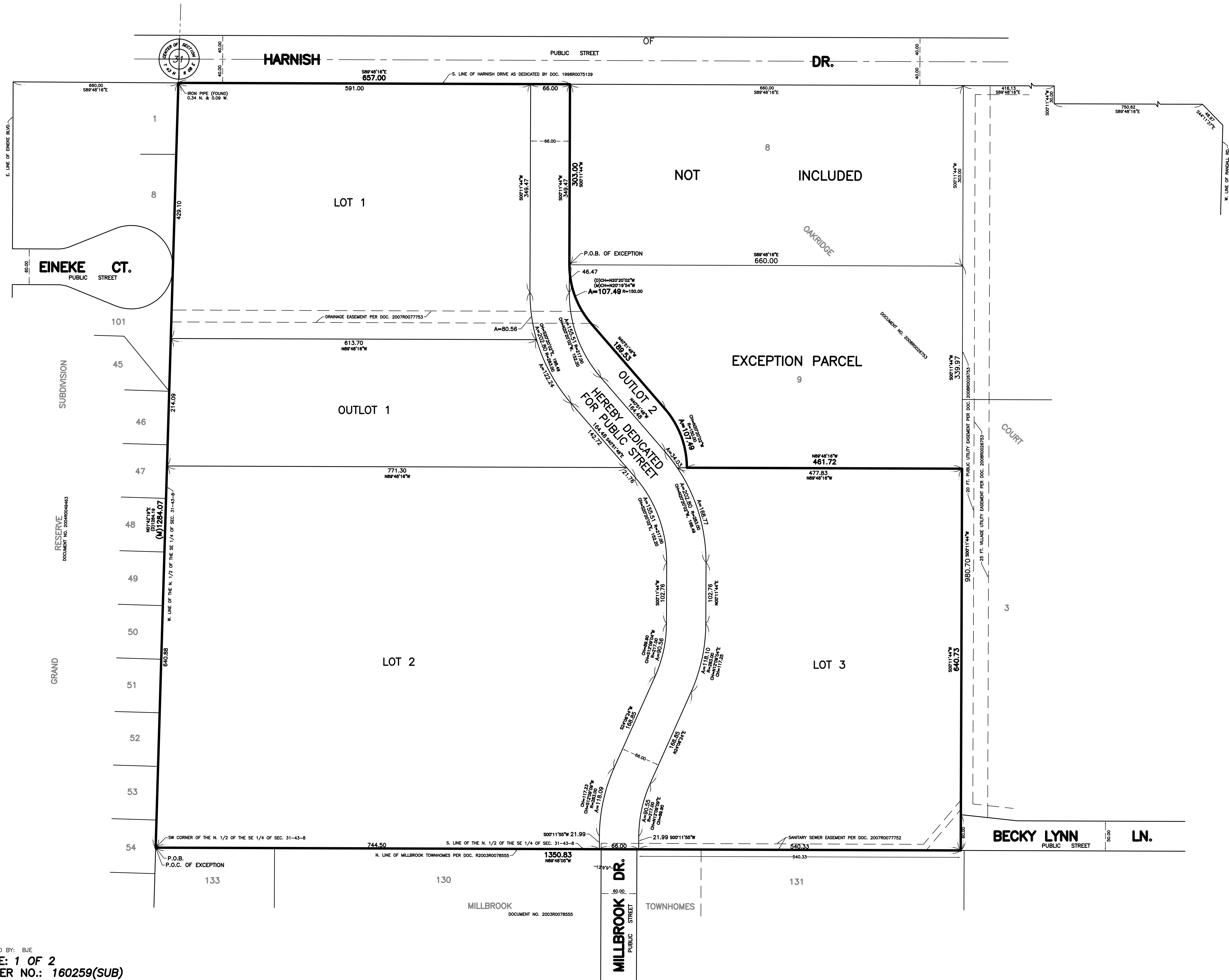
////// CURRENT VILLAGE OF ALGONQUIN CORPORATE LIMITS

PREPARED BY:
EDWARD J. MOLLOY & ASSOCIATES, LTD.
LAND & CONSTRUCTION SURVEYORS

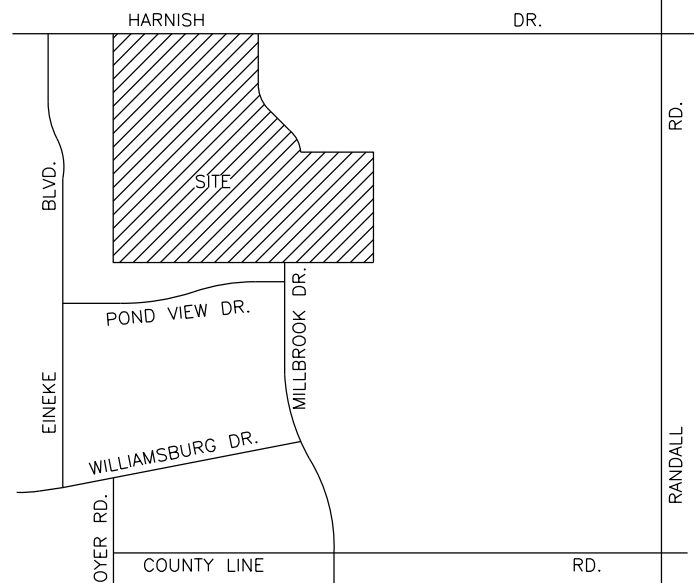
1236 MARK STREET, BENSENVILLE, ILLINOIS 60106 (630) 595-2600 FAX: (630) 595-4700
E-MAIL: TMOLLOY@EJMOLLOY.COM

SPECTRUM ALGONQUIN SUBDIVISION

IN THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS



AREA SUMMARY		
LOT 1	256,234 SQUARE FEET OR	5.8823 ACRES
LOT 2	516,531 SQUARE FEET OR	11.8579 ACRES
LOT 3	298,996 SQUARE FEET OR	6.8640 ACRES
OUTLOT 1	145,819 SQUARE FEET OR	3.3476 ACRES
OUTLOT 2	13,349 SQUARE FEET OR	0.3065 ACRES
ROW DEDICATION	90,718 SQUARE FEET OR	2.0826 ACRES
TOTAL	1,321,647 SQUARE FEET OR	30.3409 ACRES



VICINITY MAP

LEGAL DESCRIPTION - SENIOR LIVING PARCEL

(CONSISTING OF PROPOSED LOT 1, OUTLOTS 1 AND 2 AND PART OF PROPOSED STREET DEDICATION); THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4 WITH THE SOUTH LINE OF HARNISH DRIVE AS DEDICATED BY DOCUMENT 1988R015129; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS EAST ALONG SAID SOUTH LINE OF HARNISH DRIVE, A DISTANCE OF 657.00 FEET TO THE NORTHWEST CORNER OF LOT 8 IN OAKRIDGE COURT SUBDIVISION PER DOCUMENT 2008R0026753; THENCE SOUTH 00 DEGREES 11 MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 303.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8, BEING ALSO THE NORTHWEST CORNER OF LOT 9 IN SAID OAKRIDGE COURT SUBDIVISION AND BEING A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID LOT 8, BEING A CURVED LINE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 107.49 FEET TO A POINT OF TANGENCY IN SAID LINE; (THE CHORD OF SAID ARC BEARS SOUTH 20 DEGREES 19 MINUTES 54 SECONDS EAST, 105.21 FEET); THENCE SOUTH 40 DEGREES 51 MINUTES 48 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 9, A DISTANCE OF 189.53 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID LOT 9, BEING A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 107.49 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9 (THE CHORD OF SAID ARC BEARS SOUTH 20 DEGREES 20 MINUTES 02 SECONDS EAST, 105.21 FEET); THENCE NORTH 89 DEGREES 48 MINUTES 16 SECONDS WEST ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 872.23 FEET TO THE WEST LINE OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4; THENCE NORTH 01 DEGREE 42 MINUTES 19 SECONDS EAST ALONG SAID LAST DESCRIBED WEST LINE, A DISTANCE OF 643.19 FEET TO THE POINT OF BEGINNING, IN MCHEENRY COUNTY, ILLINOIS. (CONTAINING 461,583 SQUARE FEET OR 10.5965 ACRES)

LEGAL DESCRIPTION - MULTI-FAMILY PARCEL

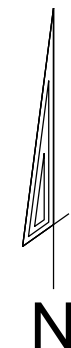
(CONSISTING OF PROPOSED LOTS 2 AND 3 AND PART OF PROPOSED STREET DEDICATION); THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT SOUTHWEST CORNER OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4; THENCE NORTH 01 DEGREES 42 MINUTES 19 SECONDS EAST ALONG THE WEST LINE OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4, A DISTANCE OF 640.88 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 9 IN OAKRIDGE COURT SUBDIVISION PER DOCUMENT 2008R0026753; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS EAST ALONG SAID LAST DESCRIBED WESTERLY EXTENSION AND ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 1333.95 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 00 DEGREES 11 MINUTES 44 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 8, BEING ALSO THE WEST LINE AND SAID WEST LINE EXTENDED OF LOT 3 IN SAID OAKRIDGE COURT SUBDIVISION PER DOCUMENT 2008R0026753, A DISTANCE OF 640.73 FEET TO THE SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4, BEING ALSO THE NORTH LINE OF MILLBROOK TOWNHOMES PER DOCUMENT 2003R0078555; THENCE NORTH 89 DEGREES 48 MINUTES 05 SECONDS WEST ALONG THE NORTH LINE OF SAID MILLBROOK TOWNHOMES, A DISTANCE OF 1350.83 FEET TO THE POINT OF BEGINNING, IN MCHEENRY COUNTY, ILLINOIS. (CONTAINING 860,064 SQUARE FEET OR 19.7444 ACRES)

Senior Living Parcel
10.60 AC

Multi-Family Parcel
19.74 AC

PARCEL DETAIL

0 50 100
SCALE IN FEET
1" = 50'



Cross
Cross Engineering & Associates, Inc.
1955 Raymond Drive, Suite 119
Northbrook, IL 60062
Tel: 847/498-0800

SITE DATA

EXISTING ZONING: A-1 UNINCORPORATED McHENRY COUNTY
PROPOSED ZONING: ANNEXATION, ZONING B-2 PUD WITH A SPECIAL USE FOR THE SENIOR LIVING PARCEL & R-5 PUD FOR THE MULTI-FAMILY PARCEL
GROSS SITE AREA: 30.34 AC (1,312,647 SF)
SENIOR LIVING PARCEL: 10.60 AC (461,538 SF)
MULTI-FAMILY PARCEL: 19.74 AC (860,064 SF)
ROW DEDICATION:
ROW DEDICATION SENIOR LIVING PARCEL: 1.06 AC (46,181 SF)
ROW DEDICATION MULTI-FAMILY PARCEL: 1.02 AC (44,537 SF)
TOTAL ROW DEDICATION - MILLBROOK DR. 2.08 AC (90,718 SF)

PROJECT DATA

PROJECT DESCRIPTION:

MIXED-USE DEVELOPMENT CONSISTING OF A SENIOR LIVING PLANNED DEVELOPMENT AND A MULTI-FAMILY PLANNED DEVELOPMENT.

SENIOR LIVING PARCEL:

SENIOR LIVING RESIDENTIAL FACILITY COMPRISED OF INDEPENDENT LIVING (IL), ASSISTED LIVING (AL) AND MEMORY CARE (MC) UNITS IN A SINGLE BUILDING AND 4 FREE-STANDING GARAGE BUILDINGS.

PROPOSED ZONING: B-2 PUD WITH A SPECIAL USE

LOT COVERAGE SUMMARY

BUILDING FOOTPRINT: 67,000 SF
GARAGE FOOTPRINT: 12,600 SF
TOTAL BUILDING COVERAGE: 79,600 SF (17.2%)
NET OPEN SPACE: 242,304 SF (52.5%)

BUILDING HEIGHT:

2 AND 3 STORIES
MEAN HEIGHT 45', MAX. HEIGHT 48'

LIVING UNITS:

(EST. UNIT MIX)

IL = 101 (64%)
AL = 45 (28%)
MC = 14 (8%)
TOTAL = 160 (100%)

SENIOR LIVING FACILITY PARKING SUMMARY:

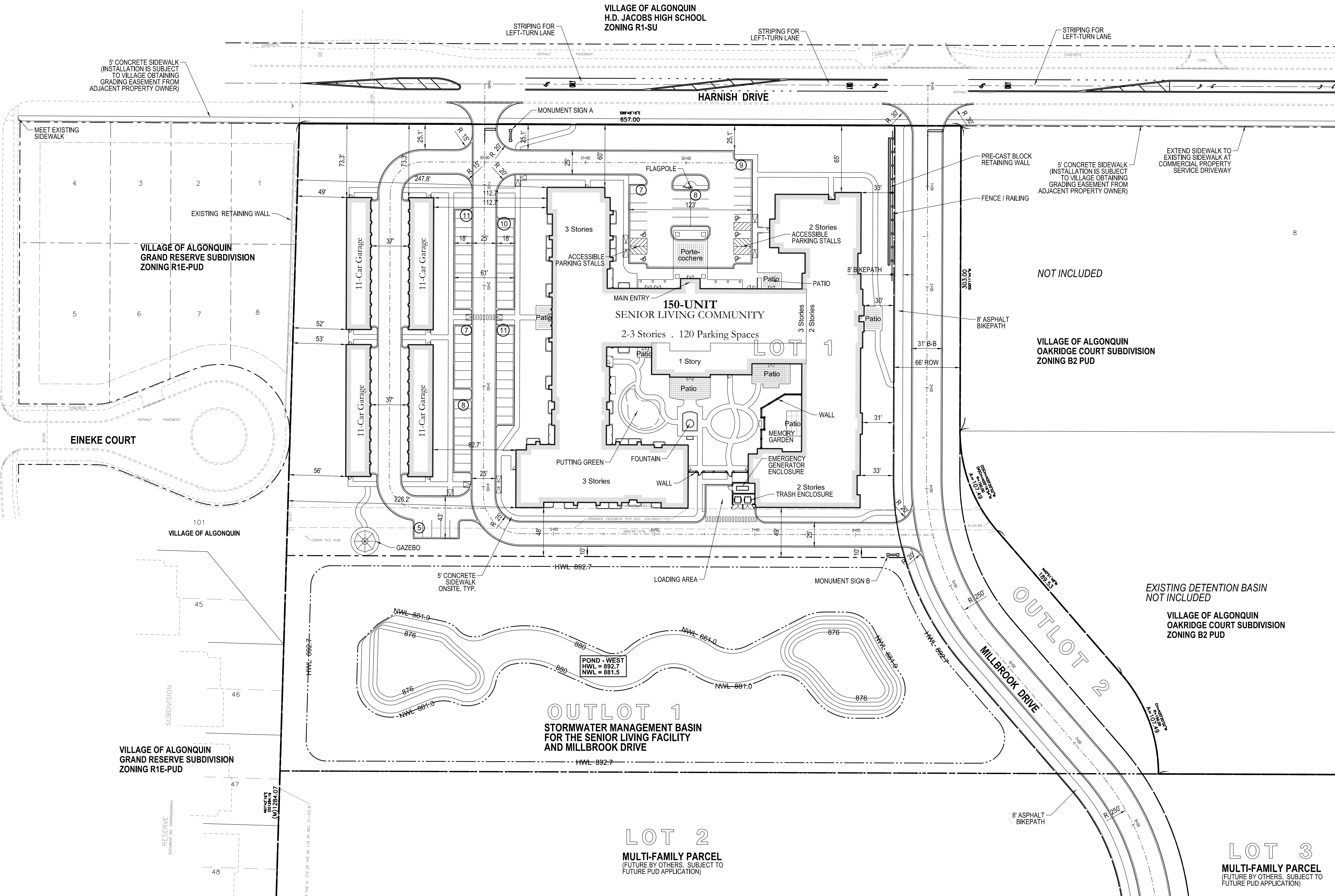
SURFACE PARKING PROVIDED: 76 STALLS
ENCLOSED GARAGE: 44 STALLS
TOTAL PARKING PROVIDED: 120 STALLS
PARKING RATIO: 0.75 STALLS / UNIT

(ADA PARKING REQUIREMENT FOR 120 STALLS = 5 ADA STALLS)

MULTI-FAMILY PARCEL:

MULTI-FAMILY DEVELOPMENT SUBJECT TO FUTURE PUD APPLICATION.

PROPOSED ZONING: R5 PUD



LOT 2

MULTI-FAMILY PARCEL
(FUTURE BY OTHERS, SUBJECT TO FUTURE PUD APPLICATION)

LOT 3

MULTI-FAMILY PARCEL
(FUTURE BY OTHERS, SUBJECT TO FUTURE PUD APPLICATION)

PROJECT:
SPECTRUM PUD - ALGONQUIN
HARNISH DRIVE
ALGONQUIN, IL

PREPARED FOR:
Spectrum Retirement Communities, LLC
200 Spruce Street, Suite 200
Denver, CO 80230

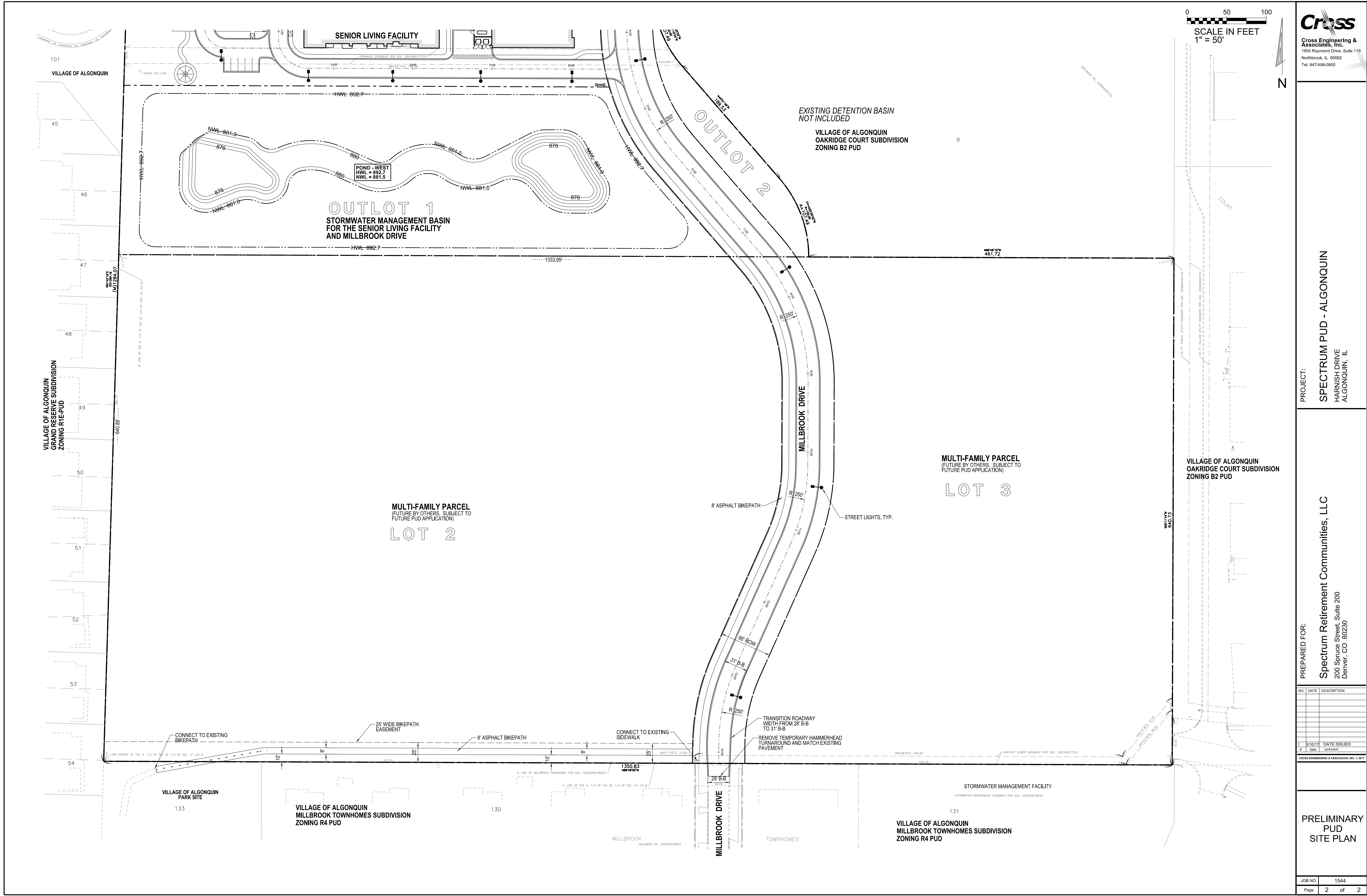
NO.	DATE	DESCRIPTION

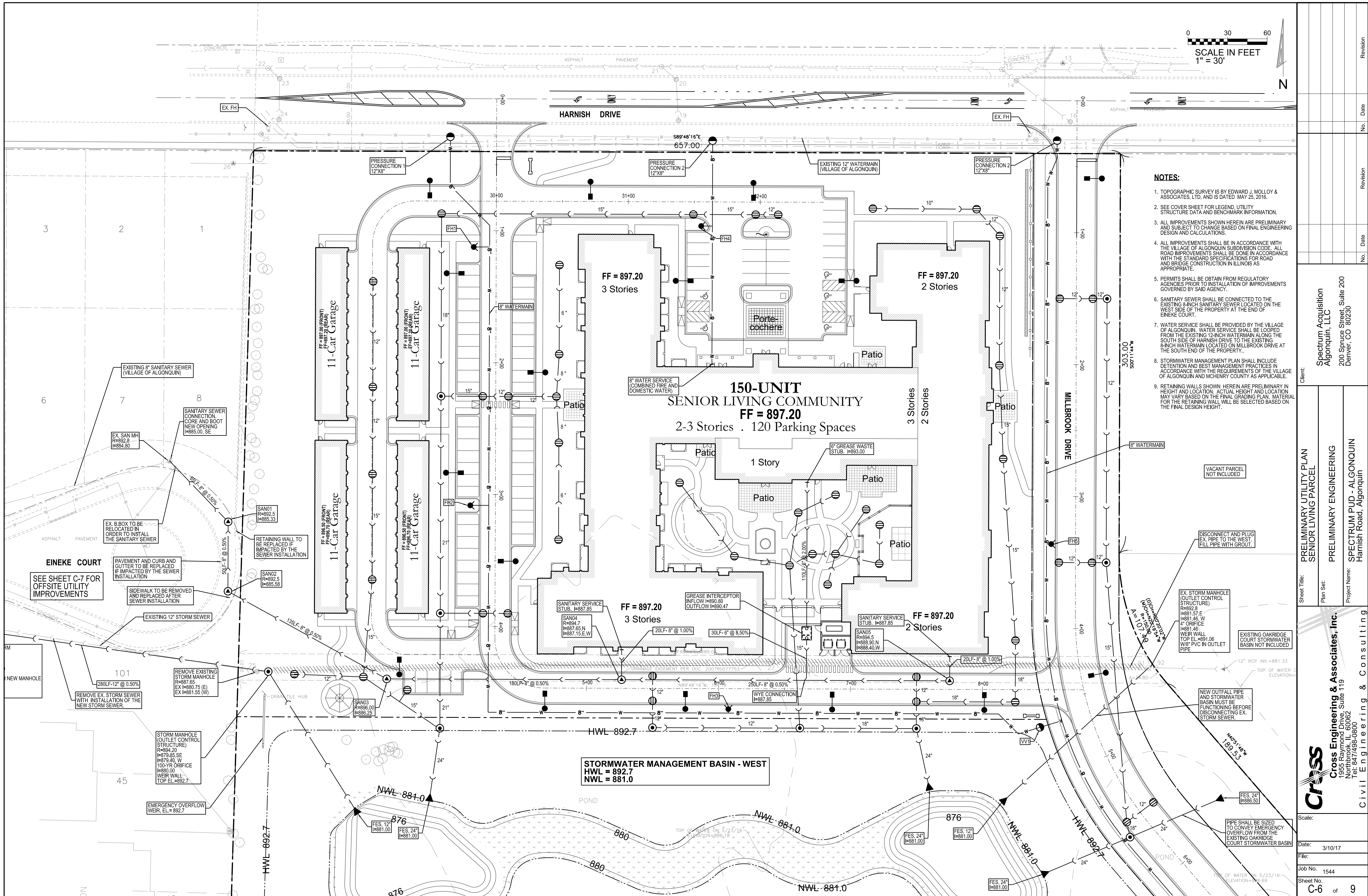
1 8/10/17 DATE ISSUED

date comment

CROSS ENGINEERING & ASSOCIATES, INC. © 2017

PRELIMINARY
PUD
SITE PLAN





- NOTES:**
1. TOPOGRAPHIC SURVEY IS BY EDWARD J. MOLLOY & ASSOCIATES, LTD. AND IS DATED MAY 25, 2016.
 2. SEE COVER SHEET FOR LEGEND, UTILITY STRUCTURE DATA AND BENCHMARK INFORMATION.
 3. ALL IMPROVEMENTS SHOWN HEREIN ARE PRELIMINARY AND SUBJECT TO CHANGE BASED ON FINAL ENGINEERING DESIGN AND CALCULATIONS.
 4. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE VILLAGE OF ALGONQUIN SUBDIVISION CODE. ALL ROAD IMPROVEMENTS SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS AS APPROPRIATE.
 5. PERMITS SHALL BE OBTAINED FROM REGULATORY AGENCIES PRIOR TO INSTALLATION OF IMPROVEMENTS GOVERNED BY SAID AGENCY.
 6. SANITARY SEWER SHALL BE CONNECTED TO THE EXISTING 8-INCH SANITARY SEWER LOCATED ON THE WEST SIDE OF THE PROPERTY AT THE END OF EINEKE COURT.
 7. WATER SERVICE SHALL BE PROVIDED BY THE VILLAGE OF ALGONQUIN. WATER SERVICE SHALL BE LOOPEL FROM THE EXISTING 12-INCH WATERMAIN ALONG THE SOUTH SIDE OF HARNISH DRIVE TO THE EXISTING 8-INCH WATERMAIN LOCATED ON MILLBROOK DRIVE AT THE SOUTH END OF THE PROPERTY.
 8. STORMWATER MANAGEMENT PLAN SHALL INCLUDE DETENTION AND BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH THE REQUIREMENTS OF THE VILLAGE OF ALGONQUIN AND MCHEERY COUNTY AS APPLICABLE.
 9. RETAINING WALLS SHOWN HEREIN ARE PRELIMINARY IN HEIGHT AND LOCATION. ACTUAL HEIGHT AND LOCATION MAY VARY BASED ON THE FINAL GRADING PLAN. MATERIAL FOR THE RETAINING WALL WILL BE SELECTED BASED ON THE FINAL DESIGN HEIGHT.

Client: Spectrum Acquisition Algonquin, LLC		Revision	
200 Spruce Street, Suite 200 Denver, CO 80230		No. Date	
Project Name: PRELIMINARY UTILITY PLAN SENIOR LIVING PARCEL		Revision	
Plan Set: PRELIMINARY ENGINEERING		No. Date	
Project Name: SPECTRUM PUD - ALGONQUIN Harnish Road, Algonquin		Revision	
Scale:		Date: 3/10/17	
File:		Job No. 1544	
Sheet No. C-6		of 9	

Cross Engineering & Associates, Inc.
1955 Raymond Drive, Suite 119
Northbrook, IL 60062
Tel: 847/498-0800

Civil Engineering & Consulting



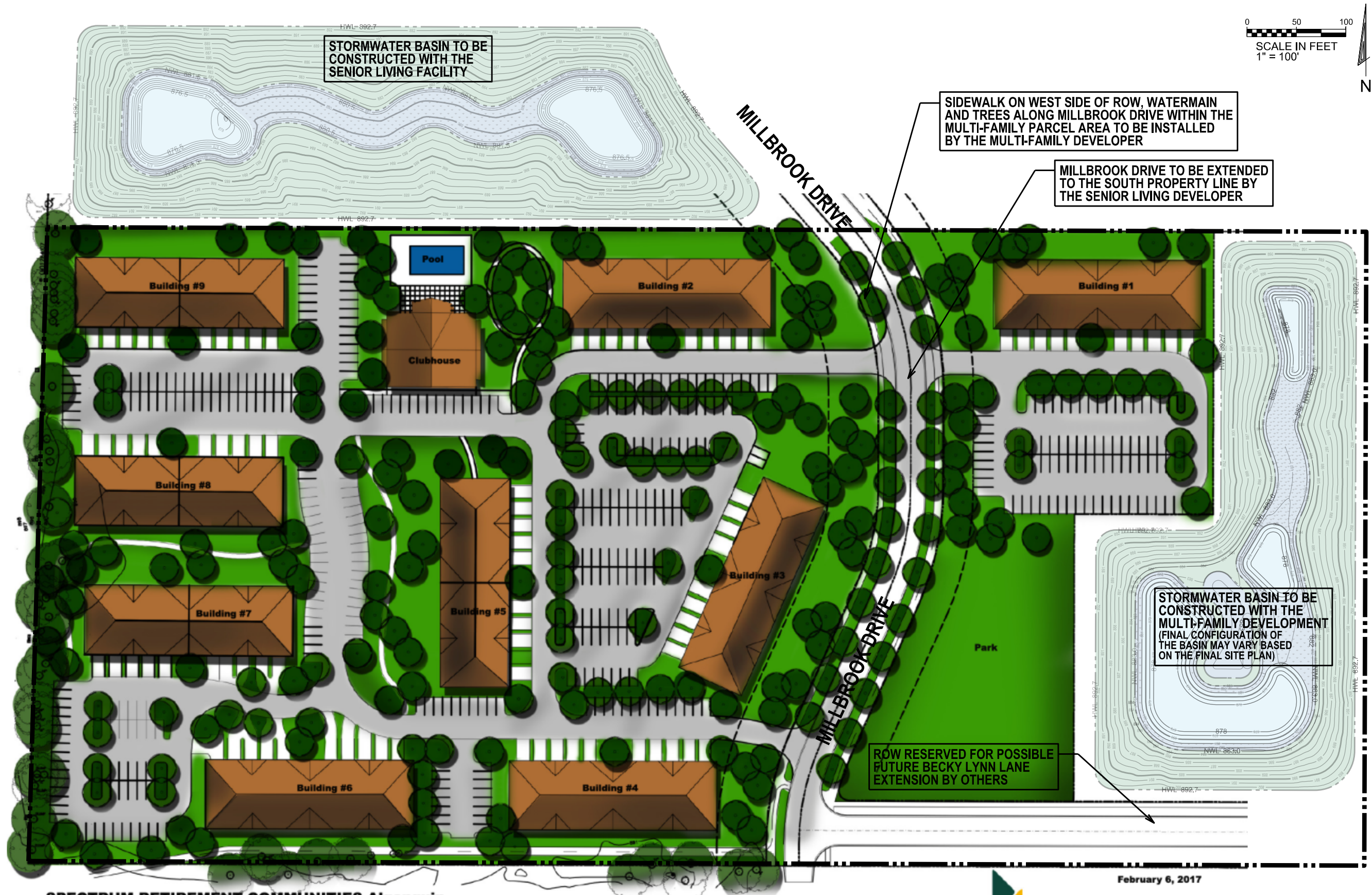
SCALE: 1/16"=1'-0"
0 5' 10' 20'



SPECTRUM ALGONQUIN PERSPECTIVE

2.28.17

600 Emerson Rd. Suite 401 . St Louis, Missouri 63141 . p:314.521.0123 . www.vesselarchitecture.com



SPECTRUM RETIREMENT COMMUNITIES-Algonquin

Total Units: 324 (36 Units per Building)
Parking:
Surface Spaces: 411
Garage Spaces: 90
Driveway Spaces: 90
Total Spaces: 591 (1.82 Spaces per Unit)
East Park Spaces: 20

CONCEPT MULTI-FAMILY SITE PLAN

THIS SITE PLAN IS CONCEPTUAL AND IS FOR THE PURPOSE OF DEMONSTRATING POTENTIAL SITE LAYOUT, ACCESS, PARKING AND DENSITY. THE DEVELOPER OF THE MULTI-FAMILY PARCEL WILL SUBMIT FUTURE SITE PLANS AS PART OF THE MULTI-FAMILY PUD APPLICATION. THIS SITE PLAN IN NO WAY IS INTENDED TO REPRESENT THE ACTUAL SITE PLAN FOR THIS MULTI-FAMILY AREA.

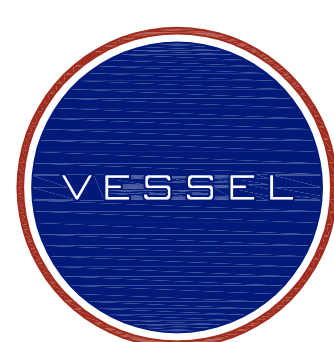


SCALE: 1/16"=1'-0"
0 5' 10' 20'

SPECTRUM ALGONQUIN - APARTMENTS ELEVATIONS

2.28.17

600 Emerson Rd. Suite 401 . St Louis, Missouri 63141 . p:314.521.0123 . www.vesselarchitecture.com



Please Note:
These elevations are conceptual and are for the purpose of demonstrating potential character and massing of proposed apartment buildings. The developer of the multi-family parcel will submit future architectural drawings as part of the multi-family PUD application. These architectural drawings are in no way intended to represent the actual elevations for the multi-family area.



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

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

DATE: May 4, 2017

TO: Tim Schloneger, Village Manager

FROM: Margaret Tinberg, Management Intern

SUBJECT: *Contract for Cemetery Services*

Background:

The Village of Algonquin is responsible for the maintenance and burial services for the Algonquin Cemetery. From 2012 to 2017, the Village contracted with Professional Cemetery Services. The current contract has lapsed as of April 30; therefore, staff has negotiated a new five (5) year agreement (renewable in one (1) year terms) with Professional Cemetery Services. The same level of service delivery is expected to continue in the new contract agreement.

Staff has reviewed other communities with municipal cemeteries with respect to maintenance and pricing and the proposed fee schedule is in line with other cemeteries. The monthly maintenance fee is proposed at zero percent change in the first and fifth year, with three (3) percent annual changes in years two through four.

The Price structure for the proposed new contract is as follows:

	2017	2018	2019	2020	2021
Monthly Maintenance Fee	\$1,550	\$1,596	\$1,643	\$1,692	\$1,692
Adult Burial*	\$700	\$750	\$800	\$850	\$850
Cremation Burial*	\$300	\$300	\$350	\$350	\$350
Infant Burial*	\$150	\$150	\$150	\$150	\$150
Adult Disinterment	\$1,100	\$1,100	\$1,250	\$1,250	\$1,250

*Burial price listed is for Monday-Saturday only, all burials on Sundays or Village holidays are double the listed price.

Recommendation:

Staff recommends the Committee of the Whole forward this proposed contract for Cemetery Services to the Village Board for approval by resolution at their meeting on May 16.

C: Michael Kumbera, Assistant Village Manager

AGREEMENT FOR MAINTENANCE OF
ALGONQUIN CEMETERY AND EXCAVATION FOR INTERMENT

THIS AGREEMENT entered this ____ day of _____, 2017, by and between the Village of Algonquin, an Illinois Municipal Corporation ("VILLAGE"), and MARK CHRISTOPHERSON ("Contractor").

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

1. Contractor shall undertake a maintenance program for the Village of Algonquin Cemetery during the agreement period beginning May 1, 2017, and ending April 30, 2022. This Agreement shall automatically be extended for four (4) successive one (1)-year terms (the "Renewal Terms") on the same terms and conditions as set forth herein, unless the VILLAGE notifies the Contractor in writing of its intention not to renew at least sixty (60) days prior to commencement of the succeeding Renewal Term. Said maintenance shall include, but not be limited to: cutting of grass as deemed necessary and appropriate by the Village; trimming around monuments, markers, and trees as deemed necessary and appropriate by the Village; leaf raking, snow removal and evergreen trimming as deemed necessary and appropriate by the Village, with special attention given on holidays; and any and all other maintenance work necessary or desirable to keep said Cemetery in a well-maintained condition.
2. Contractor shall be responsible to maintain a workable and safe landscape grade over the entire cemetery property. Such work may entail minor top-dressing with first quality, pulverized soil, seeding and fertilizing to stimulate germination.
3. Contractor shall also be responsible to make professional and workmanlike repairs to any markers and gravestones damaged by the equipment and/or the employees of the contractor in the execution of the work outlined in this contract. Such repairs will be made using materials and methods commonly used by monument craftsmen to make such repairs. Markers damaged beyond repair by the Contractor will be replaced, in kind, at the sole cost of the Contractor. Contractor will confer and coordinate with the Village prior to making such repairs.
4. Disposal of any and all debris generated during any of the maintenance activities above shall be the responsibility of the contractor and shall be done in an appropriate and workmanlike manner. Disposal of such debris shall be done off-site, in an approved dump site that accepts the type and quantity of debris being generated, or in a disposal site on Village property that is sanctioned and approved by the Director of Public Works, or his designee.
5. Contractor desires to provide interment excavation services to the Village. Excavation shall consist of the loosening, loading, transporting and depositing of all material, whether wet or dry, of every name and nature necessary to be removed for the purpose of forming the grave sites or for any other purpose necessary to complete the work described herein.
 - a. **OPENING SITE.** Contractor shall excavate gravesites for personal interment and shall clean away all excess earth, rubbish and rock from the excavation site which is not necessary for the closing of the site as described in Section E below.
 - b. **SITE SPECIFICATIONS.** Contractor shall make said excavation in a good workmanlike manner, according to specifications adopted from time to time by the Village, and without limiting the

foregoing: no grave site shall be less than four and one half (4 ½) feet in depth and no mound shall be raised on any grave exceeding twelve (12) inches in height above the surrounding surface.

- c. **BRACING, SHORING AND ANCHORING.** Contractor shall furnish all permanent and temporary bracing, shoring and anchoring required to make everything stable and secure.
- d. **INTERMENT.** Contractor shall, during the actual interment of the deceased, make sure the interment site and the surrounding area is clear of debris and other hazards as a result of the excavation and shall otherwise leave the site in a condition which does not detract from the burial ceremony, and which is customary in the grave digging industry.
- e. **CLOSING SITE.** Contractor shall close the gravesite on the day of interment. The site shall be closed in a good workmanlike manner according to specifications adopted from time to time by the Village and, without limiting the foregoing, the Contractor shall leave the site in good order, clean and tidy, well graded and free from weeds, rubbish or other debris.

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

- f. **DISPOSAL OF SPOILS.** Disposal of any and all spoils generated during the excavation of interment sites shall be the responsibility of the Contractor and shall be done in an appropriate and workmanlike manner. Disposal of such debris shall be done off-site, in an approved dumpsite that accepts the type and quantity of debris being generated, or in a disposal site on Village property that is sanctioned and approved by the Director of Public Works, or his designee.
6. Contractor shall complete the opening of a grave site according to the requirements described in Section 5 no later than 24 hours after being notified, either in person, by telecommunication or in writing, by the Village of its request to open a new grave site. If the notification is in writing, then it will be deemed complete three business days after posting in the United States mail, postage prepaid, to the Contractor's last known address. In the event Contractor fails to complete the opening of the grave site within the prescribed time, then Contractor shall be liable for all damage caused by said delay and shall reimburse, indemnify and hold Village harmless from any and all loss, damage, costs and expenses, which Village may hereinafter suffer, incur, be put to, pay or lay out by reason of Contractor's delay, including, without limitation, all damage and loss relating to emotional distress being suffered by the deceased's family, additional mortuary expenses and fees for storage of the deceased during the delay, and costs incurred to retain an alternative excavator.
7. Contractor shall be held responsible and shall make good all damages to adjoining grave sites and property caused by execution of his work under the specifications set forth herein and shall reimburse, indemnify and hold Village harmless from any and all loss, damage, costs and expenses, which the Village may hereinafter suffer, incur, be put to, pay or lay out by reason of Contractor's damage to adjoining grave sites or property, including, but without limitation, all loss and damage relating to emotional distress being suffered by the family related to the deceased buried in the disturbed grave site.

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

in kind, at the sole cost of the contractor. Contractor will confer and coordinate with the Village prior to making such repairs.

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

10. RIGHTS TO HEADSTONE FOOTINGS FOR NEW GRAVESITES:

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

May 1, 2017 - April 30, 2018	\$1,550/month
May 1, 2018 - April 30, 2019	\$1,596/month
May 1, 2019 – April 30, 2020	\$1,643/month
May 1, 2020 – April 30, 2022	\$1,692/month

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

- a. Adult/child interment/disinterment: The Village shall pay the contractor for each adult/child interment/disinterment completed pursuant to the provisions of this Agreement the sum as set forth below, when such interment is opened Monday through Saturday of the week. On Sunday or a Village holiday prices will double.

	<u>Interment</u>	<u>Disinterment</u>
May 1, 2017 - April 30, 2018	\$700.00	\$1,100.00
May 1, 2018 - April 30, 2019	\$750.00	\$1,100.00
May 1, 2019 – April 30, 2020	\$800.00	\$1,250.00
May 1, 2020 – April 30, 2022	\$850.00	\$1,250.00

- b. Infant interment/disinterment: The Village shall pay contractor for each infant interment/disinterment completed pursuant to the provisions of this Agreement the sum of \$150.00, When such interment is completed Monday through Saturday of the week. On Sunday or Village holiday \$300.00.
- c. Cremations: The Village shall pay contractor for each cremation completed pursuant to the provisions of this Agreement the sum as set forth below, when such interment is opened Monday through Saturday of the week. On Sunday or a Village holiday prices will double.

	<u>Cremation</u>
May 1, 2017 - April 30, 2018	\$300.00
May 1, 2018 - April 30, 2019	\$300.00
May 1, 2019 – April 30, 2020	\$300.00
May 1, 2020 – April 30, 2022	\$300.00

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

a. Spring Cleanup	\$100.00
b. Fall Cleanup	\$100.00
c. Spring Weed Spraying	\$825.00
d. Fall Weed Spraying	\$825.00

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

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

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

14. Contractor is an independent contractor and is in no way an employee or agent of the Village.

15. Contractor shall, during the terms of this Agreement:

- a. Maintain workers' compensation and employers' liability insurance in amounts sufficient to protect himself from any liability or damage for injury (including death) to any of his employees, including any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.
- b. Maintain public liability insurance in amounts sufficient to protect himself against all risks of damage or injury (including death) to property or persons wherever located, resulting from any action or operation under the contract or in connection with the excavations.
- c. Maintain automobile liability insurance, including property damage, covering all owned or rented equipment used in connection with the excavations.

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

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

16. Contractor does hereby release the Village and hold the Village harmless from any damage, which Contractor might incur in connection with the activities contemplated by this agreement and shall indemnify and defend the Village from any claims against the Village of any kind whatsoever resulting directly or indirectly from the activities of the contractor, his agents, employees, or subcontractors arising out of the activities contemplated by this agreement.

17. This Agreement incorporates the entire agreement and understanding between the parties, and there are no oral agreements, understandings or representations between the parties, which are not reduced to writing herein. This Agreement may not be changed, modified or discharged except in writing executed by all parties hereto.
18. Contractor shall adhere to the rules and regulations set forth in the Algonquin Municipal Code and the Cemetery Oversight Act, 225 ILCS 411/5-1 et seq.
19. If Contractor should breach this agreement or any terms hereto, Village shall have any and all rights and remedies provided by law including, but not limited to, termination of this agreement and cessation of payments provided hereunder.
20. This Agreement shall be construed under the laws of the State of Illinois and any enforcement action shall be filed in the 22nd Judicial Circuit in McHenry County.

NOW THEREFORE, the parties hereto have set their name this __ day of _____, 2017.

VILLAGE OF ALGONQUIN
an Illinois Municipal Corporation

By: _____
John Schmitt, Village President

ATTEST:

Gerald S. Kautz, Village Clerk

Mark Christopherson



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 4, 2017

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *2017 MFT Salt & Materials Resolution*

Attached is the MFT resolution and Municipal Estimate of Maintenance Costs for the purchase of salt, de-icing liquid concrete and asphalt for calendar year 2017. These are materials that public works estimates we will be using during this year. IDOT requires that the Village Board pass a resolution that allows for the expenditure of Motor Fuel Tax money for the use of materials for maintenance activities performed on Village owned streets. Once the resolution is passed, IDOT allocates this money towards our material expenses. Please let me know if you have any questions. Otherwise, please have the documents signed and forwarded to me after Board approval.



Municipal Estimate of
Maintenance Costs



Submittal Type **Original**

Local Public Agency
Village of Algonquin

County
McHenry

Section
17-00000-00-GM

Maintenance Period
Beginning Ending
01/01/17 12/31/17

Estimated Cost of Maintenance Operations

Maintenance Operation (No. and Description)	Maint. Eng. Group	Insp. Req.	For Group I, IIA, IIB or III					Est Total Operation Cost
			Item	Unit	Quantity	Unit Price	Item Cost	
(I) Snow/Ice Removal McHenry Co DOT Bid	I	N	Rock Salt	ton	4,200	\$71.00	\$298,200.00	\$298,200.00
(I) Snow/Ice Removal	I	N	Liquid De-icer	gal	12,000	\$1.41	\$16,920.00	\$16,920.00
(II) Curb Repair	IIA	N	Concrete	cys	28	\$120.00	\$3,360.00	\$3,360.00
(II) Sidewalk Repair	IIA	N	Concrete	cys	130	\$120.00	\$15,600.00	\$15,600.00
(IV) Road Repair Local Bid	IV	N	HMA Surface Course Mix D N50	ton	900	\$40.00	\$36,000.00	\$36,000.00
			HMA Binder Course Mix IL 19.0 N50	ton	2,000	\$37.00	\$74,000.00	\$74,000.00
Add Row			Total Estimated Maintenance Operation Cost					\$444,080.00

Estimated Cost of Maintenance Engineering

Preliminary Engineering	
Engineering Inspection	
Material Testing	
Advertising	
Bridge Inspections	
Total Estimated Maintenance Engineering Cost	

Maintenance Program Estimated Costs

	Estimated Cost	MFT Portion	Other Funds
Maint Oper	\$444,080.00	\$444,080.00	
Maint Eng			
Totals	\$444,080.00	\$444,080.00	
Total Estimated Maintenance Cost			\$444,080.00

Submitted

Municipal Official

Date

--	--

Title

--

Approved

Regional Engineer

Department of Transportation

Date

--	--

Instructions for BLR 14231

This form shall be used when a Municipality wants to expend funds for a maintenance period. The maintenance estimate must include all operations to be funded with Motor Fuel Tax (MFT) funds. If operations are added during the maintenance period, a revised or supplemental estimate is required. All estimates of maintenance costs must be submitted to the district for approval prior to incurring any expenses. The amount of MFT funds expended on items covered in the estimate is limited to the amount of MFT funds appropriated in the maintenance resolution. IF rental equipment is included in the estimate, BLR 12110 must also be completed and submitted.

For additional information refer to the Bureau of Local Roads and Streets Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Submittal Type From the drop down, choose Original (being submitted for the first time), Revised (revising a previously approved submittal), or Supplemental (addition to estimate(s) already approved).

Local Public Agency Insert the name of the municipality.

County Insert the name of the County in which the municipality is located.

Maintenance Period

Beginning Insert the beginning date of the maintenance period. This must be 12 or 24 consecutive months. The dates must match those on the resolution.

Ending Insert the ending date of the maintenance period, following the above guidelines.

Estimated Cost of Maintenance Operations

To aid in determining quantities for maintenance operations, the LPA may develop their own spreadsheet containing the following information. IDOT does not provide a form for this purpose.

Location			Surface			Maintenance Operation			
Street/Road	From	To	Existing Type	Length	Width	No.	Description	Unit	Quantity

Maintenance Operations List each maintenance operations with a consecutive operation number. If an operation is not listed MFT funds cannot be expended for that operation.

Maint. Engineering Group From the drop down, select the group number that applies to the maintenance operation to be performed. All maintenance operations shall require one of the following group designations.

1. Group I. Services purchased without a proposal such as electrical energy or materials purchased from Central Management Services' Joint Purchasing Program (www.purchase.state.il.us) or another joint purchasing program that has been approved by the District BLRS or Central BLRS.

2. Group II-A. Routine maintenance or maintenance items that do not require competitive sealed bids according to section 12-1.02(a) or local ordinance/resolution.

3. Group II-B. Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance, limited amounts of CC&G repair, scour mitigation, pavement patching and minor drainage repairs.

4. Group III. Maintenance items that are not covered by Group I or IIB and require competitive bidding with a material proposal or a delivery and install proposal.

5. Group IV. Maintenance items that are not covered by Group I or IIB and require competitive bidding with a contract proposal.

Insp Req. From the drop down, select 'Y' if the operation being performed requires an engineering inspection or 'N' if the operation does not need an engineering inspection.

Item For Groups I, IIA, IIB (not performed by a formal contract), and III type operations list each item to be used in this maintenance operation. For Group IIB items being done by a formal contract and Group IV items list "by contract".

Unit For Groups I, IIA, IIB (not performed by a formal contract), and III insert the unit of measure for each listed item.

Quantity For Groups I, IIA, IIB (not performed by a formal contract), and III insert the estimated quantity for each listed item.

Unit Price For Groups I, IIA, IIB (not performed by a formal contract), and III insert the estimated unit price for each listed item.

Item Cost This is a calculated field, no entry is necessary. It calculates the quantity times the unit price.

Est. Total Operation Cost For each operation listed, insert the total estimated cost of that operation.

Total Estimated Maintenance Operation Cost This is a calculated field, no entry is necessary. It sums all the maintenance operations listed.

Printed 05/04/17

Estimated Cost of Maintenance Engineering

Preliminary Engineering	Insert the estimated cost for preliminary engineering. This will be calculated based on the maintenance engineering agreement.
Engineering Inspection	Insert the estimated cost of engineering inspection. This will be calculated based on the maintenance engineering agreement.
Material Testing	Insert the estimated cost of material testing, if applicable.
Advertising	Insert the estimated cost of advertising, if applicable.
Bridge Inspections	Insert the estimated cost of bridge inspections, if applicable. This will be calculated based on the engineering agreement.
Total Estimated Maintenance Engineering Costs	This is a calculated field, no entry is necessary. It sums all the maintenance engineering costs listed.

Maintenance Program Estimated Costs

Estimated Costs	For maintenance, insert the total estimated maintenance operation costs. For Maintenance Engineering, this will be automatically inserted based on the estimated engineering costs from the maintenance engineering table. The totals will automatically calculate.
MFT Portion	For each type insert the MFT funds estimated to be used for that type. The totals will automatically calculate.
Other Funds	For each type insert the amount of other funds estimated to be used for that type. The totals will automatically calculate.
Totals	This is a calculate field, no entry is necessary. It sums the total for estimated cost, MFT portion and other funds.
Submitted	The proper municipal official shall insert their title and date here.
Approved	Upon approval the Regional Engineer shall sign and date here.

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:

- Municipal Clerk
- Engineer (Municipal or Consultant)
- District Compliance Review
- District File



**Resolution for Maintenance
Under the Illinois Highway Code**



Resolution Number	Resolution Type	Section Number
	Original	17-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of
Governing Body Type Local Public Agency Type
Algonquin Illinois that there is hereby appropriated the sum of \$444,080.00
Name of Local Public Agency
four hundred forty four thousand eighty dollars and no cents Dollars (\$444,080.00)
of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
01/01/17 to 12/31/17 .
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Algonquin
Local Public Agency Type Name of Local Public Agency
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Gerry Kautz Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type
of Algonquin in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Algonquin at a meeting held on _____ .
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ .
Day Month, Year

(SEAL)

Clerk Signature

--

APPROVED

Regional Engineer
Department of Transportation

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Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

A minimum of four(4) certified signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District Compliance Review
- District File



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 4, 2017

TO: Tim Schloneger, Village Manager

FROM: Robert G. Mitchard, Public Works Director

SUBJECT: Recommendation to Reject Street Light Maintenance Bids

Tim, since the beginning of the year, the Public Works Department has been working with the Municipal Purchasing Initiative (MPI) group in McHenry County to collectively bid for Traffic Signal and Street Light Maintenance. At the last Board Meeting, the Traffic Signal Maintenance contract with H&H Electric was approved by the trustees. We held off on consideration of the Street Light Maintenance contract until I could have a chance to discuss the subject with the Village Engineer and the low bidder.

All parties, after several conversations, agree that it is best to hold off a year before entering into any such contract, considering that the Village was the recent recipient of grant monies through the DCOE to replace the majority of Village-owned fixtures with more efficient and lower maintenance LED luminaires. These fixtures come with an unconditional warrantee for a period of one year, so we are covered for any failures.

Therefore, it is our recommendation that the Committee of the Whole take the necessary action to authorize the Board of Trustees to reject all bids and defer consideration of any maintenance contracts for Street Light Maintenance for the period of one year.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

May 4, 2017

Village of Algonquin
2200 Harnish Drive
Algonquin, Illinois 60102

Attention: Michele Zimmerman

Subject: MFT Street Lighting Maintenance Program
Bid Results
(CBBEL Project # 070273.0088)

Dear Ms. Zimmerman:

On Thursday, April 6th, 2017 at 10:00 a.m. bids were received and opened for the aforementioned project. Two bids were received and have been summarized below.

<u>COMPANY</u>	<u>BID (AS READ)</u>	<u>BID (AS CORRECTED)</u>
Engineer's Estimate	\$206,937.00	-
Meade Inc.	\$206,302.00	\$205,542.00
H&H Electric Company	\$211,229.38	-

Meade Inc. is the low bidder with a bid amount of \$205,542.00. Based on the Village receiving a recent grant to replace the existing lights to LED, the maintenance program will not be required in 2017. Therefore, we recommend the Village to reject all bids at this time. Attached please find a copy of the bid tabulation for your review and files.

If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,

Lee. M. Fell, PE
Senior Project Manager

cc: Michelle Weber – Village of Algonquin (w/ enclosed)
Gerardo Fierro – IDOT (w/ enclosed)

BID TABULATION

VILLAGE OF ALGONQUIN

110 MEYER DRIVE, ALGONQUIN, IL 60062

PROJECT: Street Lighting Maintenance Contract

No.	ITEM	Unit	Quantity	ENGINEER'S ESTIMATE		MEADE, INC.		H&H ELECTRIC	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
A-1	SW Corner of S. Harrison & Route 62	Month	12	\$225.00	\$2,700.00	\$ 724.50	\$ 8,694.00	\$ 135.80	\$ 1,629.60
A-2	NE Corner of Route 31 & Route 62	Month	12	\$150.00	\$1,800.00	\$ 506.00	\$ 6,072.00	\$ 135.80	\$ 1,629.60
A-3	401 Washington St. In Town Park Parking Lot	Month	12	\$75.00	\$900.00	\$ 207.00	\$ 2,484.00	\$ 135.80	\$ 1,629.60
A-4	123 South Main Street	Month	12	\$100.00	\$1,200.00	\$ 260.00	\$ 3,120.00	\$ 135.80	\$ 1,629.60
A-5	211 Washington Street	Month	12	\$75.00	\$900.00	\$ 100.00	\$ 1,200.00	\$ 135.80	\$ 1,629.60
A-6	101 South Harrison (In Park)	Month	12	\$75.00	\$900.00	\$ 100.00	\$ 1,200.00	\$ 135.80	\$ 1,629.60
A-7	201 North Harrison (In Park)	Month	12	\$112.50	\$1,350.00	\$ 290.00	\$ 3,480.00	\$ 135.80	\$ 1,629.60
A-8	Edgewood Drive	Month	12	\$225.00	\$2,700.00	\$ 396.00	\$ 4,752.00	\$ 135.80	\$ 1,629.60
A-9	SW Corner of Huntington Dr. & Route 31	Month	12	\$225.00	\$2,700.00	\$ 432.00	\$ 5,184.00	\$ 135.80	\$ 1,629.60
A-10	NE Corner of County Line & Randall Road	Month	12	\$75.00	\$900.00	\$ 108.00	\$ 1,296.00	\$ 135.80	\$ 1,629.60
A-11	2360 Esplanada	Month	12	\$75.00	\$900.00	\$ 54.00	\$ 648.00	\$ 135.80	\$ 1,629.60
A-12	NW Corner of Beckey Lynn and Dead End	Month	12	\$75.00	\$900.00	\$ 90.00	\$ 1,080.00	\$ 135.80	\$ 1,629.60
A-13	Harnish 900' West of Randall on the North Side	Month	12	\$75.00	\$900.00	\$ 99.00	\$ 1,188.00	\$ 135.80	\$ 1,629.60
A-14	2641 Millbrook	Month	12	\$112.50	\$1,350.00	\$ 207.00	\$ 2,484.00	\$ 135.80	\$ 1,629.60
A-15	NE Corner of Meyer & Route 62	Month	12	\$75.00	\$900.00	\$ 45.00	\$ 540.00	\$ 135.80	\$ 1,629.60
A-16	401 Washington in Park Parking Lot	Month	12	\$150.00	\$1,800.00	\$ 396.00	\$ 4,752.00	\$ 135.80	\$ 1,629.60
A-17	2 South Main	Month	12	\$75.00	\$900.00	\$ 81.00	\$ 972.00	\$ 135.80	\$ 1,629.60
A-18	201 N. Harrison (in Park)	Month	12	\$75.00	\$900.00	\$ 117.00	\$ 1,404.00	\$ 135.80	\$ 1,629.60
A-19	801 Circle (In Park)	Month	12	\$37.50	\$450.00	\$ 18.00	\$ 216.00	\$ 135.80	\$ 1,629.60
A-20	SE Corner of Fairwayview & Wintergreen	Month	12	\$75.00	\$900.00	\$ 135.00	\$ 1,620.00	\$ 135.80	\$ 1,629.60
A-21	Kellher Park on Square Barn Road	Month	12	\$75.00	\$900.00	\$ 27.00	\$ 324.00	\$ 135.80	\$ 1,629.60
A-22	110 Meyer Drive Public Works	Month	12	\$75.00	\$900.00	\$ 189.00	\$ 2,268.00	\$ 135.80	\$ 1,629.60
B-1	Composite Concrete Junction Box	Each	1	\$1,200.00	\$1,200.00	\$ 400.00	\$ 400.00	\$ 608.20	\$ 608.20
B-2	Photocell	Each	1	\$100.00	\$100.00	\$ 25.00	\$ 25.00	\$ 46.70	\$ 46.70
B-3	Photocell Control Wire, 3/C-#10	Foot	250	\$0.50	\$125.00	\$ 1.50	\$ 375.00	\$ 1.90	\$ 475.00
B-4	1 1/2" Unit Duct, 4/C #6 XLP/USE-2, Directional Boring	Foot	1000	\$10.00	\$10,000.00	\$ 20.00	\$ 20,000.00	\$ 9.80	\$ 9,800.00
B-5	1 1/4" Unit Duct, 3/C #6 XLP/USE-2, Directional Boring	Foot	1000	\$8.00	\$8,000.00	\$ 19.00	\$ 19,000.00	\$ 9.00	\$ 9,000.00
B-6	2" Galvanized Steel Conduit, Directional Boring	Foot	1000	\$20.00	\$20,000.00	\$ 22.00	\$ 22,000.00	\$ 12.20	\$ 12,200.00
B-7	2" Unit Duct, 4/C #4 XLP/USE-2, Directional Boring	Foot	1000	\$15.00	\$15,000.00	\$ 22.00	\$ 22,000.00	\$ 11.30	\$ 11,300.00
B-8	Remove Electrical Cable from Conduit, Disposal	Foot	1000	\$0.20	\$200.00	\$ 1.00	\$ 1,000.00	\$ 0.01	\$ 10.00
B-9	Electrical Cable in Conduit, 1/C #2	Foot	1000	\$1.00	\$1,000.00	\$ 2.00	\$ 2,000.00	\$ 2.50	\$ 2,500.00
B-10	Pole Wire, 1/C - #10, feet	Foot	100	\$0.25	\$25.00	\$ 1.00	\$ 100.00	\$ 1.30	\$ 130.00
B-11	Lighting Cable Fuse Kit	Each	25	\$35.00	\$875.00	\$ 50.00	\$ 1,250.00	\$ 104.90	\$ 2,622.50
B-12	Ground Rods	Each	10	\$150.00	\$1,500.00	\$ 25.00	\$ 250.00	\$ 52.90	\$ 529.00
B-13	Light Pole, Aluminum, 30 Ft. or Greater MH, 8 to 15 Ft.MA	Each	10	\$3,500.00	\$35,000.00	\$ 1,500.00	\$ 15,000.00	\$ 4,360.10	\$ 43,601.00
B-14	Luminaire, Sodium Vapor, Horizontal Mount, 400 Watt	Each	10	\$450.00	\$4,500.00	\$ 300.00	\$ 3,000.00	\$ 394.40	\$ 3,944.00
B-15	Luminaire, Sodium Vapor, Horizontal Mount, 250 Watt	Each	10	\$450.00	\$4,500.00	\$ 300.00	\$ 3,000.00	\$ 392.40	\$ 3,924.00
B-16	Luminaire, Sodium Vapor, Horizontal Mount, 150 Watt	Each	10	\$400.00	\$4,000.00	\$ 300.00	\$ 3,000.00	\$ 391.10	\$ 3,911.00
B-17	Luminaire, Sodium Vapor, Horizontal Mount, 100 Watt	Each	10	\$350.00	\$3,500.00	\$ 300.00	\$ 3,000.00	\$ 389.10	\$ 3,891.00
B-18	Luminaire, LED, Horizontal Mount	Each	10	\$500.00	\$5,000.00	\$ 400.00	\$ 4,000.00	\$ 1,388.00	\$ 13,880.00
B-19	Relamp Luminaire, Sodium Vapor, 100 Watt	Each	50	\$100.00	\$5,000.00	\$ 37.00	\$ 1,850.00	\$ 35.20	\$ 1,760.00
B-20	Relamp Luminaire, Sodium Vapor, 150 Watt	Each	50	\$100.00	\$5,000.00	\$ 37.00	\$ 1,850.00	\$ 35.20	\$ 1,760.00
B-21	Relamp Luminaire, Sodium Vapor, 250 Watt	Each	50	\$100.00	\$5,000.00	\$ 37.00	\$ 1,850.00	\$ 35.20	\$ 1,760.00
B-22	Relamp Luminaire, Sodium Vapor, 400 Watt	Each	50	\$100.00	\$5,000.00	\$ 37.00	\$ 1,850.00	\$ 35.20	\$ 1,760.00
B-23	Removal of Luminaire, Salvage	Each	10	\$100.00	\$1,000.00	\$ 25.00	\$ 250.00	\$ 102.30	\$ 1,023.00
B-24	Removal of Luminaire, Disposal	Each	10	\$125.00	\$1,250.00	\$ 25.00	\$ 250.00	\$ 102.30	\$ 1,023.00
B-25	Temporary Sign Support	Each	100	\$180.00	\$18,000.00	\$ 5.00	\$ 500.00	\$ 117.20	\$ 11,720.00
B-26	Traffic Control and Protection, Complete	L Sum	1	\$500.00	\$500.00	\$ 500.00	\$ 500.00	\$ 330.00	\$ 330.00
B-27	Street Lighting Controller	Each	1	\$10,000.00	\$10,000.00	\$ 5,500.00	\$ 5,500.00	\$ 13,676.20	\$ 13,676.20
B-28	PCC Sidewalk, 5", Removal and Replacement	Sq Ft	25	\$25.00	\$625.00	\$ 20.00	\$ 500.00	\$ 26.40	\$ 660.00
B-29	Street Lighting Handhole	Each	1	\$1,800.00	\$1,800.00	\$ 1,500.00	\$ 1,500.00	\$ 1,304.20	\$ 1,304.20
B-30	Non-Routine Work	Hour	8	\$75.00	\$600.00	\$ 110.00	\$ 880.00	\$ 102.30	\$ 818.40
B-31	Non-Routine Work, Overtime Rate	Hour	4	\$112.50	\$450.00	\$ 190.00	\$ 760.00	\$ 153.50	\$ 614.00
B-32	Aerial Truck	Hour	8	\$30.00	\$240.00	\$ 38.00	\$ 304.00	\$ 52.80	\$ 422.40
B-33	Non-Routine Work, Trencher	Hour	8	\$20.00	\$160.00	\$ 15.00	\$ 120.00	\$ 0.01	\$ 0.08
B-34	Non-Routine Work, Compressor	Hour	8	\$10.00	\$80.00	\$ 15.00	\$ 120.00	\$ 0.01	\$ 0.08
B-35	Non-Routine Work, Backhoe	Hour	8	\$35.00	\$280.00	\$ 20.00	\$ 160.00	\$ 0.01	\$ 0.08
B-36	Non-Routine Work, Concrete Saw	Hour	8	\$4.00	\$32.00	\$ 10.00	\$ 80.00	\$ 0.01	\$ 0.08
B-37	Non-Routine Work, Service Truck	Hour	8	\$40.00	\$320.00	\$ 25.00	\$ 200.00	\$ 0.01	\$ 0.08
B-38	Non-Routine Work, Dump Truck	Hour	8	\$50.00	\$400.00	\$ 30.00	\$ 240.00	\$ 0.01	\$ 0.08
B-39	Light Pole Foundation, Concrete	Foot	10	\$150.00	\$1,500.00	\$ 50.00	\$ 500.00	\$ 227.30	\$ 2,273.00
B-40	Street Lighting Controller Foundation, Install Only	Each	1	\$175.00	\$175.00	\$ 1,500.00	\$ 1,500.00	\$ 1,228.10	\$ 1,228.10
B-41	Removal of Street Light Pole, Disposal	Each	1	\$150.00	\$150.00	\$ 50.00	\$ 50.00	\$ 307.00	\$ 307.00
B-42	Removal of Street Light Pole, Salvage	Each	1	\$100.00	\$100.00	\$ 50.00	\$ 50.00	\$ 307.00	\$ 307.00
B-43	Light Pole, Ornamental, Post Top Mounted	Each	1	\$5,000.00	\$5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,709.40	\$ 3,709.40
C-1	YEAR 1	Qtrs	4	\$500.00	\$2,000.00	\$ 1,200.00	\$ 4,800.00	\$ 1,637.40	\$ 6,549.60
				TOTAL=	\$206,937.00	TOTAL=	\$ 205,542.00	TOTAL=	\$ 211,229.38

HIGHLIGHTED CELLS DENOTE ERROR IN BID PRICE

HIGHLIGHTED CELLS DENOTE ROUTINE WORK



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 3, 2017

TO: Tim Schloneger, Village Manager

FROM: Andrew Warmus, Utilities Superintendent

SUBJECT: *Phosphorous Removal Feasibility Study*

Cc: Robert Mitchard, Public Works Director

Attached you will find a proposal for engineering services to develop a Phosphorous Removal Feasibility Study, as we are required to provide for compliance with the Illinois EPA in the issuance of a new NPDES permit for discharge from our WWTF to the Fox River. The Study examines the impacts and potential improvements necessary to achieve compliance with lower phosphorous concentrations, specifically at the levels of 0.5 mg/l and 0.1 mg/l. Currently, the phosphorous discharge limit is 1.0 mg/l, a monthly average.

The Study will consider operational strategies, technology and automation, chemical additions, and facility improvements. Side stream water quality from thickening and dewatering operations, as well as downstream processes and disinfection will also be examined as each are dependent and can be altered by changes to phosphorous removal.

We have selected Trotter and Associates, Inc. to complete the report as they have the most intimate knowledge of the Facility, provided the Facility's basis of design through preparation of two Facility Plans (2005 & 2014), and was the design engineer responsible for the most current expansion.

The Study has received Village Board approval in the FY 2017-2018 budget at a funding level of \$40,000.00. **The amount of this proposal is \$50,800.00.** The increase is result of additional engineering hours to include the examination of side stream water quality and review of downstream processes. The difference between the approved budgeted amount and the proposed amount, or \$10,800.00 will be recovered partially through anticipated savings on a second TAI project and partially through IMS related design costs for utilities. While the project may exceed the approved dollar amount, the overall budget account for engineering services will not be exceeded.

Therefore, it is the recommendation of staff to contract with Trotter and Associates, Inc. of St. Charles, IL to develop the Phosphorous Removal Feasibility Study in the amount of \$50,800.00 to meet the requirement of the NPDES permit and to provide direction, equipment selection, and cost estimates for future capital improvements. We would welcome any questions, or provide additional explanation as necessary.

VILLAGE OF ALGONQUIN PURCHASE ORDER AGREEMENT - CONSULTANT (Services)

The parties set forth below as the Owner and Consultant enter into this Purchase Order Agreement as of the Effective Date as set forth in this Purchase Order, its Terms and Conditions and all attached Schedules:

Effective Date: _____, 20_____

Purchase Order Agreement No. _____

Project: Village of Algonquin Professional Consulting Engineering Services For Phosphorous Removal Feasibility Study	Location: Wastewater Treatment Facility
Originating Department: Village of Algonquin Public Works	
Owner	Consultant
Village of Algonquin Address: 2200 Harnish Drive Algonquin, IL 60102 Contact: Michele Zimmerman, Assistant Public Works Director Phone: 847-658-2754, ext. 4401 Email: mzimmerman@algonquin.org	Name: Trotter and Associates, Inc. Address: 40W201 Wasco Road, Suite D St. Charles, IL 60175 Contact: Scott Trotter, President Phone: 630-587-0470 Email: s.trotter@trotter-inc.com

☐ **PREVAILING WAGE NOTICE:** If this box is checked, this contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.*, which requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

SCOPE OF WORK: Furnish the Work/items described below in accordance with **Schedule A**, Scope of Work and all other Terms and Conditions and Schedules made a part of this Agreement.

COST OF WORK: The Contract Price of the Work under this Agreement is:

X ☐ **Lump Sum:** _____ ☐ Other: _____ ☐ Unit Price as set forth below: _____

UNIT PRICE	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM EXTENSION
\$ 50,800.00		Professional Consulting Engineering Services to provide a final report for NPDES permit compliance and CIP planning	\$50,800.00

The Scope of the Work and Contract Price are for the duration of Project. The Contract Price may be increased or decreased only upon the written agreement of the parties in writing, in accordance with the payment terms on **Schedule B**. Insurance shall be provided in accordance with **Schedule C**. The Agreement between the parties consists of this **Purchase Order**, and the attached **Terms and Conditions**, and the **Schedules listed below**:

- **Schedule A – Scope of Work/Services**
- **Schedule B – Contract Price**

No additional or contrary terms stated in the Consultant’s acknowledgment or otherwise shall be deemed a part of this Agreement.

TERM/COMPLETION DATE: The Agreement term is _____, or if none, the final completion date is **November 1, 2017**, unless extended in accordance with the provisions of this Agreement. The effective date of this Agreement is _____. The substantial completion date, if any, is _____, 20_____.

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

_____:

VILLAGE OF ALGONQUIN

By: _____
Its: _____

By: _____
Its: _____
Dated: _____

**VILLAGE OF ALGONQUIN
STANDARD TERMS AND CONDITIONS - CONSULTANT**

1. Acceptance of Agreement: The Agreement is an offer to contract and not an acceptance of an offer. Acceptance of this Agreement is expressly limited to the terms hereof, and in the event that Consultant's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Agreement may be accepted by the commencement of any Work hereunder, and in any event, shall be deemed accepted in its entirety by Consultant unless the Owner is notified to the contrary within ten (10) days from its date of issue.

2. Amendment, Modification or Substitution: This Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by the Owner. No proposals or prior dealings of the parties or trade custom or course of conduct not expressed herein shall alter the interpretation or enforcement of this Agreement.

3. Familiarity With Plans; Qualifications: Consultant acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined any and all applicable plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents as they relate to Consultant's services under this Agreement. Consultant represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Consultant shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Consultant, its agents or employees.

4. Safety: Insofar as jobsite safety is concerned, the Consultant is solely responsible for its own and its employees' activities in the performance of the work/services under this Agreement, including on the jobsite (Village's Facility), but this shall not be construed to relieve the Owner or any of the Owner's contractors (or their subcontractors) from their responsibilities for maintaining a safe jobsite. The Owner shall have no responsibility for Consultant's, or Consultant's subcontractors', methods of work performance, superintendence, sequencing, or safety in, on or about the jobsite.

5. Extra's and Change Orders: No claim by Consultant that any instructions, by drawing or otherwise, constitute a change in Consultant's performance hereunder, for which Consultant should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant shall have received a written change order or amendment to this Agreement authorizing such performance signed on behalf of the Owner by a person have actual authority to do so.

6. Inspection and Acceptance: The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Consultant. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.

7. Term: The term of this Agreement shall be from the commencement date up to and including the expiration date shown on the Purchase Order Agreement. This Agreement may be extended upon the mutual consent of the parties. This Agreement and any extension shall automatically renew on a month to month basis following the expiration of the term, until the Consultant or Owner delivers notice to the other party of its intent to terminate the Agreement. If the Consultant provides its services to the Owner outside of the term pursuant to a written request by the Owner for such services, then such services shall be deemed provided pursuant to the provisions of this Agreement (other than the term) and the Owner's request for or acceptance of Consultant's services shall be deemed consent to the terms of this Agreement. No such provision of services by the Consultant shall be deemed an agreement to provide any further services or extend the term of this contract for additional periods.

8. Payment: The Owner will make partial payments to the Consultant in accordance with **Schedule B** for services performed under this Purchase Order Agreement. Provided, however, in no event shall the Owner be obligated to pay Consultant any sum that exceeds the Contract Price absent a written change order executed by the Owner. Consultant shall invoice Owner monthly on a time and materials basis in the amount(s) and at the rate(s) set forth in the attached Schedule B. Each invoice shall be in a form acceptable to the Owner and shall detail the dates worked, services performed, and where applicable, reimbursable expenses reasonably and directly incurred for such services. Consultant shall only be reimbursed for expenses shown on the attached Schedule B. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Consultant shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices approved and in compliance with this Agreement shall be paid by the Owner within 60 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the services. No additional costs of any kind may be incurred without the prior written consent of Owner. This project is tax exempt; the Village's tax-exempt number is **E 9995 0855 05**. To the extent the terms of this paragraph differs from the terms of Schedule B, the terms of Schedule B take precedence.

9. Consultant Obligations: Consultant warrants to perform the services included in the Scope of Work (Schedule A) to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties. All services performed by Consultant pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations, as well as any additional requirements in the Schedules made a part of this Agreement.

10. Insurance:

10.1 Consultant shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its commercial liability insurance policies for Consultant operations under this Agreement. Liability insurance limits shall be in any such amounts and include such coverages as set forth on **Schedule C (Insurance Requirements)** attached to this Agreement. Consultant shall furnish the Owner with a certificate of insurance and such other required documentation at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Owner deems necessary to establish compliance with this provision.

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

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

11. Indemnity: Consultant hereby agrees to indemnify, and hold the Owner directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Consultant, its agents, employees, subcontractors, successors and assigns. In any and all claims against the Owner or any of its agents or employees, by any employee of Consultant, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant assumes the entire liability for its own negligence, and as part of this Agreement, waives all defenses available to Consultant as an employer which limit the amount of Consultant's liability to the Owner to the amount of Consultant's liability in contribution or otherwise under any workers compensation, disability benefits or employee benefit acts.

12. Termination; Force Majeure: Either party may terminate this Agreement with or without cause at any time by providing written notice within a reasonable period of time prior to termination. In the event of a termination, Consultant shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Consultant be entitled to any additional compensation or damages in connection with a termination hereunder. Neither party shall be liable to the other for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes, Acts' of God.

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

14. Compliance With Laws: During the performance hereunder, Consultant agrees to give all notices and comply with all laws and regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those laws and regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable laws and regulations, the Owner shall not be responsible for monitoring Consultant's compliance with any laws or regulations. Unless otherwise specifically provided in this Agreement, Consultant shall comply with laws or regulations directly regulating Consultant services and the Owner shall comply with all laws or regulations imposed upon it.

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

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

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

18. Assignment: Neither party shall assign this Agreement without written consent of the other, which consent shall not be unreasonably withheld, except that Owner may unilaterally assign its rights under this Agreement upon reasonable notice to Consultant.

19. Limitation Of Liability; Third Party Liability: In no event shall the parties be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law. Neither this Agreement nor any subcontract is intended to give rise to recognize any third party beneficiary to this Agreement.

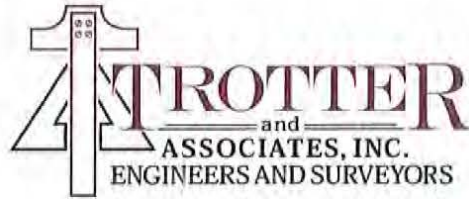
20. Waiver: Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right,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

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

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

CONSULTANT:

Date



April 12, 2017

Mr. Andrew Warmus
Utilities Superintendent
Village of Algonquin
110 Meyer Drive
Algonquin, Illinois 60102

Re: Phosphorus Removal Feasibility Study
Professional Services Agreement

Dear Mr. Warmus:

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Algonquin (CLIENT) for the Phosphorus Removal Feasibility Study (hereinafter referred to as the "PROJECT").

Project Background

The Village's NPDES permit for the Wastewater Treatment Plant expires March 31, 2017. It is anticipated that the future NPDES permit will require that the Village complete and submit a Phosphorus Removal Feasibility Study. The purpose of the Phosphorus Removal Feasibility Study is to evaluate the methods, time frame, and costs (capital, operation, and maintenance) of reducing phosphorus levels in the effluent to consistently meet limits of 0.5 mg/L and 0.1 mg/L on a monthly, seasonal, and annual average basis. The feasibility study must also evaluate the economic impact of implementing each of the alternatives on the Village's sewer rates and the annual cost per household.

The Village of Algonquin is a member of the Fox River Study Group, which has been evaluating the water quality impairments associated with the Fox River since the early 2000's. In recent years, the Illinois EPA has been receiving increased pressure from the USEPA to implement stricter nutrient standards on rivers and streams in Illinois which are impaired for dissolved oxygen. The Fox River Study Group, collectively with the municipalities, has negotiated language for the special conditions to be incorporated into NPDES permits.

The special conditions are anticipated to include language that requires the submittal of a Feasibility Study to maintain the existing effluent phosphorus concentration at 1.0 mg/l as well as lower the concentration to 0.5 mg/L and 0.1 mg/L. This Feasibility Study must be completed and submitted to the Illinois EPA within twelve months after issuance of the permit.

The Village of Algonquin operates a biological process providing nutrient removal called the Bardenpho process. The Bardenpho process utilizes anaerobic, aerobic and anoxic zones providing optimal conditions for BOD reduction and nutrient removal. The Village has a back-up chemical dosing system at the end of the biological process if additional removal is required. The Village's current NPDES permit includes a 1.0 mg/L effluent total phosphorus limit on a monthly average basis.

The Village completed a comprehensive Facility Plan in 2014. The Facility Plan identified several other issues related to the biological process. The Feasibility Study will also address these other issues rather than limit the scope to phosphorus removal strategies. Other issues include evaluation of the proper instrumentation on the biological process to replace aging instrumentation installed in 2004, the need for tertiary filtration, and the ultimate fate of the ultraviolet (UV) disinfection system.

Project Understanding

TAI will develop the Phosphorus Removal Feasibility Study, which will address the improvements required at the wastewater treatment facility to achieve effluent phosphorus concentrations of 0.5 mg/L and 0.1 mg/L. The study will include alternative evaluations, cost estimates, and user rate impacts. The final recommendations will provide the Village with a long-term nutrient reduction roadmap which can be implemented over the next decade.

Project Schedule

Estimated Schedule for Design Phase Engineering Services:

<u>Phase</u>	<u>Start Date</u>	<u>Completion Date</u>
Conceptual Design Phase	May 1, 2017	October 1, 2017

Scope of Services

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

- A. Hold a project kick-off meeting.
- B. Through the use of a work session, develop alternative processes to address pending phosphorus limits of 0.5 mg/L and 0.1 mg/L. This will include both biological and chemical treatment alternatives.
- C. Prepare mass balance for nutrients throughout the treatment plant based on laboratory data including raw influent, primary effluent, secondary effluent, final effluent, gravity belt thickener supernatant, and centrate from dewatering.
- D. Develop model of existing facility utilizing EnviroSim's BioWin™ software for calibration utilizing actual plant data.
- E. Evaluate alternatives for chemical polishing, filtration and alternative technologies and cost estimates to meet 0.5 mg/L and 0.1 mg/L.
- F. Evaluate instrumentation control and automation for the biological process and develop cost estimates for implementation.
- G. Evaluate alternatives for nutrient removal from side streams.
- H. Determine the ultimate fate of the existing ultraviolet disinfection process based on filtration needs.
- I. Evaluate implementation costs and non-economic factors.
- J. Through a work session, develop a decision matrix and obtain consensus with Staff to select an alternative.
- K. Prepare the final Phosphorus Removal Feasibility Report and submit the document to the IEPA.
- L. Attend various meetings with Village staff, as needed.

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

Compensation

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

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B.

The total compensation for services will not exceed **\$50,800**.

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

Miscellaneous

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

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

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

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

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

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

Contents of Agreement

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

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

Village of Algonquin:

By: _____

Title: _____

Effective Date: _____

Address for giving notices:

Designated Representative

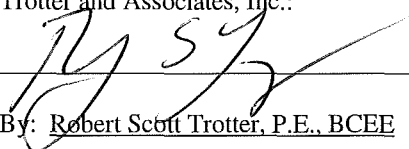
Title:

Phone Number:

Facsimile Number:

E-Mail Address:

Trotter and Associates, Inc.:


By: Robert Scott Trotter, P.E., BCEE

Title: President

Date Signed: _____

Address for giving notices:

40W201 Wasco Road, St. Charles, Illinois 60175

Designated Representative:

Scott Trotter

Title: President

Phone Number: (630) 587-0470

Facsimile Number: (630) 587-0475

E-Mail Address: s.trotter@taiengr.com

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

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CLIENT Initial _____

TAI Initial _____

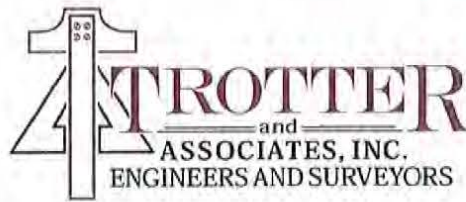


EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

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

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

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

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

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

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

3.02 Suspension

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

costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

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

4.02 Other Provisions Concerning Payments

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

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

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

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Designing to Construction Cost Limit

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

5.03 Opinions of Total Project Costs

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

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

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

- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.

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

6.02 Authorized Project Representatives

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

6.03 Design without Construction Phase Services

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

6.04 Use of Documents

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

electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

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

6.05 Insurance

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

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

6.06 Termination

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

demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

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

6.08 Successors, Assigns, and Beneficiaries

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

6.09 Dispute Resolution

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

6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum,

Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.
- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

- A. Indemnification
1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
 2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
 3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or

individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.

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

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

6.12 Notices

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

6.13 Survival

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

6.14 Severability

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

6.15 Waiver

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

6.16 Headings

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

6.16 Definitions

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CLIENT Initial _____

TAI Initial _____

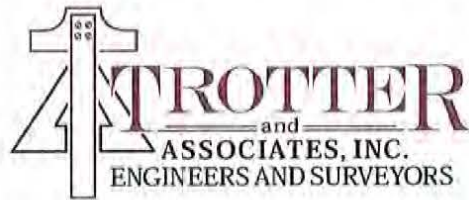


EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES

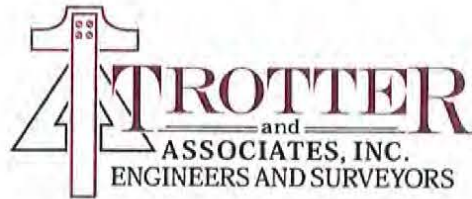
2017 Schedule of Hourly Rates		2017 Reimbursable Expenses		
Classification	Billing Rate	Item	Unit	Unit Price
		Engineering Copies 1 - 249 Sq. Ft.	Sq. Ft.	\$0.29
Senior Project Manager	\$214.00			
Project Manager	\$189.00	Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$0.27
Professional Land Surveyor	\$179.00	Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$0.25
Project Coordinator	\$179.00			
Senior Project Engineer	\$179.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Engineer Level IV	\$166.00	Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Engineer Level III	\$149.00			
Engineer Level II	\$130.00	Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Engineer Level I	\$110.00	Comb Binding > 120 Sheets	Each	\$4.75
Engineering Intern	\$51.00	Comb Binding < 120 Sheets	Each	\$3.50
Senior Technician	\$155.00	Binding Strips (Engineering Plans)	Each	\$1.00
Technician Level IV	\$134.00	5 Mil Laminating	Each	\$1.25
Technician Level III	\$122.00	Copy 11" x 17" - Color	Each	\$0.50
Technician Level II	\$109.00			
Technician Level I	\$96.00	Copy 11" x 17" - Black and White	Each	\$0.25
Clerical Level II	\$75.00	Copy 8.5" x 11" - Color	Each	\$0.25
Clerical Level I	\$63.00			
Survey Crew Chief	\$151.00	Copy 8.5" x 11" - Black and White	Each	\$0.12
Survey Technician Level II	\$80.00	Recorded Documents	Each	\$25.00
Survey Technician Level I	\$65.00	Plat Research	Time and Material	
Prevailing Wage Survey Foreman**	\$181.25	Per Diem	Each Day	\$30.00
Prevailing Wage Survey Worker**	\$176.00	Field / Survey Truck	Each Day	\$45.00
Sub Consultants	Cost Plus 5%	Postage and Freight		Cost
		Mileage	Per Mile	Federal Rate

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

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

CLIENT Initial _____

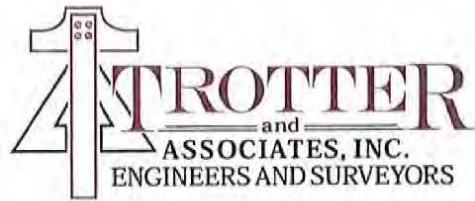
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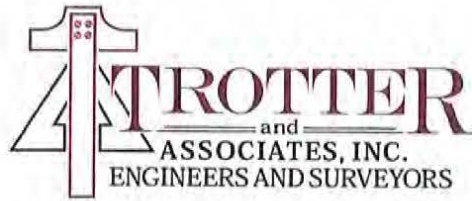


**EXHIBIT C
SUPPLEMENTAL CONDITIONS**

NONE AT THIS TIME

CLIENT Initial _____

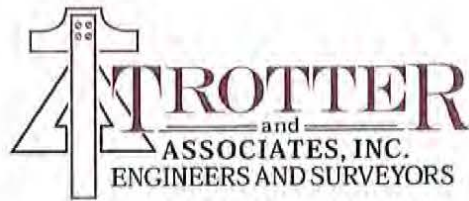
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TAI Initial _____



**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: _____

Project No. _____

Addendum No. _____

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

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ _____

Changes Prior to This Change \$ _____

Amount of This Change \$ _____

Revised Contract Amount: \$ _____

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

CLIENT:

ENGINEER:

VILLAGE OF ALGONQUIN

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE

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