

AGENDA
COMMITTEE OF THE WHOLE
August 28, 2018
2200 Harnish Drive
Village Board Room
- AGENDA -
7:30 P.M.

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

1. **Roll Call – Establish Quorum**
2. **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.*)
3. **Community Development**
 - A. Consider a Final Plat Approval for the Spectrum Development
 - B. Consider a Final PUD Amendment for District 158 Solar Array Installation on Academic Drive
 - C. Consider an Event Liquor License and a Special Event Permit for St. Margaret Mary's Oktoberfest and 5K
 - D. Consider a Public Event Permit for St. Vincent DePaul Walk for the Poor
 - E. Consider a Special Event Permit for the Environmental Defenders of McHenry County for "It's Our River Day"
4. **General Administration**
5. **Public Works & Safety**
 - A. Consider an Agreement with EnCap for the Creeks Crossing Park and Drainage Improvements
 - B. Consider an Agreement with Semper Fi Land Inc. for the Crystal Creek Restoration Project
 - C. Consider an Agreement with Applied Ecological Services for the Crystal Creek Restoration Construction Management Services
 - D. Consider an Agreement with HR Green for Phase 2 Design Engineering for the Souwannas Creek Reach 2 Improvements
6. **Executive Session**
7. **Other Business**
8. **Adjournment**



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: August 28, 2018

TO: Committee of the Whole

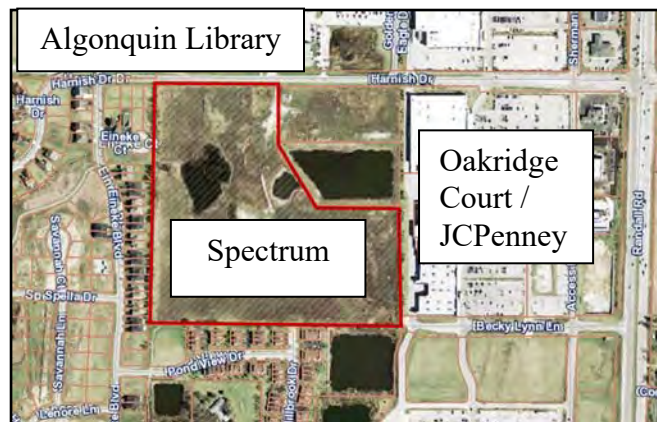
FROM: Benjamin A. Mason, AICP, Senior Planner

SUBJECT: **Case No. 2018-10. Spectrum Algonquin Subdivision – Final Plat**

Background

Spectrum Acquisition Algonquin LLC, the property owner, has submitted a petition for a Final Plat of Subdivision for the 30.34-acre property that was annexed last year on the south side of Harnish Drive, west of the Oakridge Court / JCPenney commercial center.

As Committee members will likely recall, in May 2017 the developer received Preliminary Plat and Preliminary PUD approvals for a senior living facility on Lot 1, and multi-family residential on Lots 2 and 3. Spectrum is finalizing plans for the senior living facility and intends to come back in for Final PUD approval of Lot 1 later this fall.



Proposal

At this time, the developer would like to start constructing some of the site's infrastructure, notably Millbrook Drive which will bisect the property and ultimately be dedicated to the Village. The developer will be required to revise the engineering, landscape and lighting plans, as well as record the plat of subdivision and post a Letter of Credit as security for all the subdivision site improvements prior to the Village issuing any permits.

Planning and Zoning Recommendation

On August 13, 2018 the Planning and Zoning Commission considered the petition and unanimously recommended approval (7-0) of the request for Final Plat of Subdivision.

Recommendation

Staff concurs with the Planning & Zoning Commission and recommends approval of the request for Final Plat of Spectrum Algonquin Subdivision with the following conditions:

1. A Site Development Permit shall not be issued until the Plat of Subdivision is recorded, the Millbrook Drive and associated engineering plans – to include Becky Lynn Lane – are approved by the Village, and a Letter of Credit is posted for all the subdivision site improvements.
2. The Final Plat of Subdivision, as prepared by Edward J. Molloy & Associates dated July 2, 2018 shall be revised to incorporate the comments from the July 23, 2018 Public Works memorandum and August 6, 2018 Christopher Burke Engineering memorandum.
3. The Engineering Plans, as prepared by Cross Engineering & Associates dated July 5, 2018 shall be revised to incorporate the comments from the July 23, 2018 Public Works memorandum and August 6, 2018 Christopher Burke Engineering memo.
4. The Landscape Plans, as prepared by Allen Kracower & Associates dated July 6, 2018 shall be revised to incorporate the comments from the July 23, 2018 Public Works memorandum and August 6, 2018 Christopher Burke Engineering memo.
5. The Electrical Plans, as prepared by Vessel Architecture & Design dated February 9, 2018 shall be revised to incorporate the comments from the July 23, 2018 Public Works memorandum and August 6, 2018 Christopher Burke Engineering memorandum.
6. The Final Stormwater Management Report, as prepared by Cross Engineering & Associates dated July 2018 shall be revised to incorporate the comments from the July 23, 2018 Public Works memorandum and August 6, 2018 Christopher Burke Engineering memorandum.
7. All conditions in prior ordinances 2017-O-18, 2017-O-19, and 2017-O-20 relating to the Spectrum Senior Housing development shall remain in full force and effect.
8. No construction on the multi-family parcels shall be permitted prior to construction of the senior living facility commencing on Lot 1.
9. If construction of the senior living facility on Lot 1 has not commenced within 24 months after approval of the Millbrook Drive and associated infrastructure improvements contained within the enclosed plans, the Village may draw on the developer's Letter of Credit to complete the improvements.

Enclosures

**VILLAGE OF ALGONQUIN
PLANNING AND ZONING COMMISSION
Meeting Minutes
William J. Ganek Municipal Center-Board Room
August 13, 2018
7:30 p.m.**

AGENDA ITEM 1: Roll Call to Establish a Quorum
Present: Chairperson Patrician, Commissioners Hoferle, Szpekowski, Postelnick, Laipert, Neuhalphen, and Sturznickel.

Absent: None

Staff Members Present: Ben Mason, Senior Planner, and Kevin Chrzanowski, Village Attorney.

AGENDA ITEM 2: Approval of Minutes from the July 9, 2018 Meeting.
A motion by Commissioner Hoferle to approve the July 9, 2018 minutes as presented was seconded by Commissioner Laipert and a voice vote noted all ayes. The motion carried.

AGENDA ITEM 3: Public Comment
There was no one wishing to make any public comment.

AGENDA ITEM 4: Request for Final Plat of Subdivision
Case No. 2018-10 Spectrum Senior Living
Petitioner: Mike Longfellow, Spectrum Acquisition Algonquin

OPEN PUBLIC MEETING AND ESTABLISH QUORUM

Mr. Mason called roll to verify a quorum. Present: Commissioners Hoferle, Szpekowski, Postelnick, Laipert, Neuhalphen, Sturznickel and Chairperson Patrician. Mason announced a quorum was present. Chairperson Patrician opened the public meeting and asked for petitioner comments.

PETITIONER COMMENTS

Representing the petitioner was Mike Longfellow, developer, David Shaw, attorney, and Stephen Cross, engineer. Mr. Longfellow explained Spectrum received Preliminary PUD approval for a senior living development last year for the 30-acre parcel they purchased on Harnish Drive, west of Oakridge Court shopping center. Spectrum intends to come back in for Final PUD approval of their senior living development on Lot 1 later this year, and has been updating the design and floor plan of their project to reflect new trends in senior housing. In the meantime Spectrum is requesting Final Plat of Subdivision approval to move forward with some of the property's infrastructure improvements, most significantly the extension of Millbrook Drive through the property north to Harnish Drive.

Chairperson Patrician then asked for Staff Comments.

STAFF COMMENTS

Mason reviewed his staff report for the Commission. The 30.34-acre property was annexed last year in May 2017. The developer received Preliminary Plat and Preliminary PUD approvals for a senior living

facility on Lot 1 and future multi-family residential on Lots 2 and 3. The developer will be required to revise the engineering, landscape and lighting plans submitted for the Millbrook Drive construction to address Staff comments, as well as record the plat of subdivision and post a Letter of Credit as security for the proposed site improvements prior to the Village issuing any permits.

COMMISSION QUESTIONS/COMMENTS

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

Commissioner Hoferle asked why Spectrum is splitting up their requests for Final Plat and Final PUD approvals, to which Mr. Mason stated the developer would like to start on the site infrastructure improvements prior to construction of the senior living facility on Lot 1, and therefore the plat with all the necessary future right-of-way and easement dedications needs to be recorded prior to the Village issuing any permits.

Chairperson Patrician asked why staff is recommending the condition that no construction on the multi-family parcels shall be permitted prior to construction of the senior living facility commencing on Lot 1, to which Mr. Mason stated it is to be consistent with the Preliminary PUD approval of Spectrum as the senior living petitioner, with multi-family on the remaining lots as a future development possibility.

PUBLIC COMMENT

Chairperson Patrician called for public comments.

CLOSE PUBLIC COMMENT

COMMISSION MOTION ON PETITION

Chairperson Patrician entertained a motion to approve the request for Final Plat of Subdivision for Spectrum Algonquin Subdivision. Commissioner Hoferle moved and Commissioner Postelnick seconded a motion to recommend approval of the request consistent with the petition submitted by the property owner and the conditions recommended by staff in the August 13, 2018 Community Development memorandum.

The Roll Call noted the following: Ayes: Commissioners Laipert, Neuhalphen, Szpekowski, Postelnick, Sturznickel, Hoferle and Chairperson Patrician. Nays: None. Absent: None. Motion carried 7-0.

AGENDA ITEM 5: Request for a Final PUD Amendment

Case No. 2018-12 Huntley School District 158

Petitioner: Mark Altmayer, School District 158

OPEN PUBLIC HEARING AND ESTABLISH QUORUM

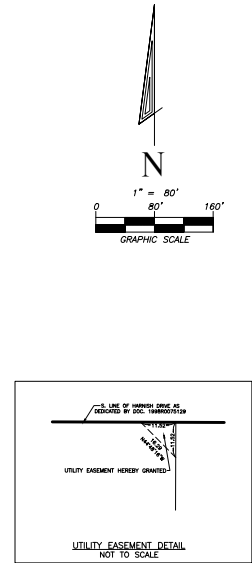
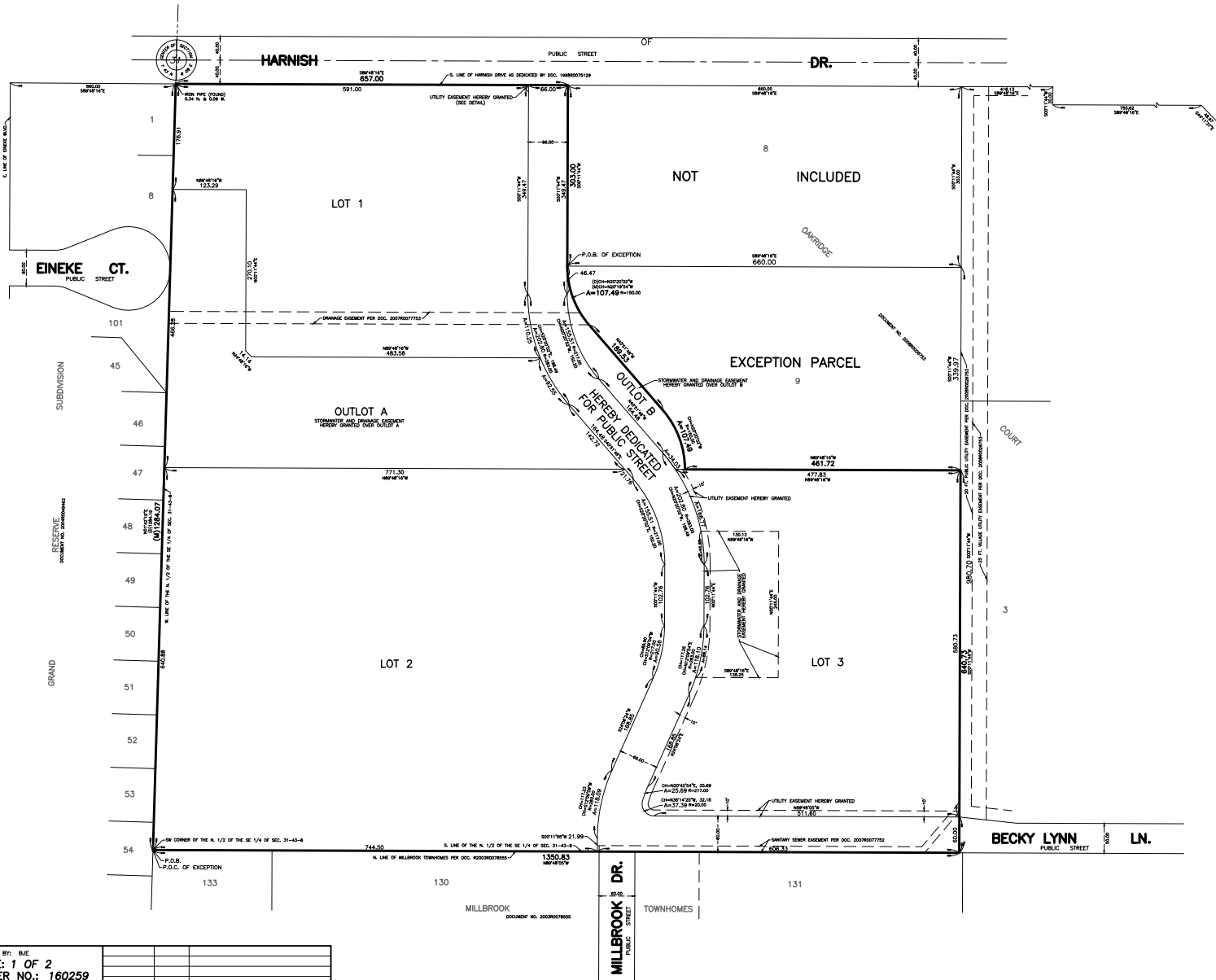
Mr. Mason called roll to verify a quorum. Present: Commissioners Hoferle, Szpekowski, Postelnick, Laipert, Neuhalphen, Sturznickel and Chairperson Patrician. Mason announced a quorum was present. Chairperson Patrician opened the public hearing and asked for petitioner comments.

PETITIONER COMMENTS

Mr. Chrzanowski verified that proper notice of the meeting had been posted. Ms. Chrzanowski swore in the petitioners. Representing the petitioner was Mark Altmayer and Doug Renkosik, School District 158

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 MCHEMERY COUNTY, ILLINOIS



AREA SUMMARY

LOT 1	237,941 SQUARE FEET OR 5.4624 ACRES
LOT 2	516,531 SQUARE FEET OR 11.8579 ACRES
LOT 3	266,466 SQUARE FEET OR 6.1172 ACRES
OUTLOT A	184,112 SQUARE FEET OR 4.2179 ACRES
OUTLOT B	13,349 SQUARE FEET OR 0.3065 ACRES
ROW DEDICATION	123,248 SQUARE FEET OR 2.8294 ACRES
TOTAL	1,321,647 SQUARE FEET OR 30.3409 ACRES

DRAFTED BY: BUE		
PAGE: 1 OF 2		
ORDER NO.: 160259		
FILE: 31-43-8		
PROJECT NO.: 2354		
REVISION DATE	ORDER NO.	REVISION
JULY 2, 2018	160259	PLAN OF SUBDIVISION

PREPARED BY:
EDWARD J. MOLLOY & ASSOCIATES
 A DIVISION OF THOMAS A. MOLLOY, LTD. - PROFESSIONAL LAND SURVEYING
 1236 MARK STREET, BENSENVILLE, ILLINOIS 60106 (630) 595-2800 FAX: (630) 595-4700
 E-MAIL: TMOLLOY@EJTMOLLOY.COM



VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: *Monday, July 23, 2018*
TO: *Ben Mason*
FROM: *Shawn M. Hurtig*
SUBJECT: *Public Works Review # 1*
Spectrum – Millbrook Drive & Offsite Improvements (CD2017-02-B)

Please find below the Village of Algonquin comments, concerns, and issues regarding the subject project.

General Review Information:

1. This project has been reviewed under the Conservation Design Standards, along with other applicable Village of Algonquin (VoA) Planned Unit Development (PUD) review standards.

Permit Requirement Status:

1. Provide a report outlining the likely site development permits necessary and the status of each for this project (Examples: IEPA Water, IEPA Sanitary, IEPA NOI, ACOE, etc....)

Project Document Status:

1. Ph. 1 Environmental Report (Preliminary Site Assessment – PSI) = Submitted & Dated June 6th, 2016
2. Ecological Reports = Partial
 - a. ACOE (wetlands) = Jurisdiction Pending
 - i. 1.09 Acres in report dated 2/11/18 by Wills Burke Kelsey Associates, Inc.
 - b. IDNR (threatened and endangered species) = Not Submitted
 - i. Current ECOCat report not supplied
3. Geotechnical Report = Submitted & Dated June 20th, 2016
 - a. Please note that Village minimum standards shall be met for pavement and base aggregate thicknesses
 - b. Please note that Village minimum standards shall be met for trench sections
 - c. Please note that Village must be copied on all subgrade stabilization mix designs (should that corrective measure be requested by developer)
4. Stormwater Report = Submitted & Dated July 2018
 - a. The report notes the use of McHenry County Stormwater Ordinance for design calculations, the VoA exclusively uses the Kane County Stormwater Ordinance.
5. Traffic Analysis = Not submitted
 - a. A traffic report must be conducted for the Spectrum site it ensure proper roadway geometry (turn lane inclusion, and if necessary storage lengths, deceleration tapers, etc..)
 - b. Report shall review both Harnish and proposed Millbrook
6. Engineers Estimate of Probable Cost of Construction (EEOPC) = Not Submitted
7. Storm Water Pollution Prevention Program (SWPPP) = Not Submitted

Plat Review Comments:

Final Plat of Subdivision of Spectrum Algonquin dated 7-2-18

1. Village should be provided detention parcels, a simple easement over the lots is not sufficient. Dedication of the lot is necessary
 - a. In the case of the temporary basin, the Village understands that future development may change the shape and location of this facility, and will work with the developer during that re-subdivision to transfer lands to ensure a successful development.
2. Plat shall include
 - a. All Private Utility Easement (PUE), Village Utility Easements (VUE), Drainage Easements (DE), or other easements necessary to convey the intent of the design and perform maintenance on said improvements, shall be indicated on plat.
 - i. At a minimum the perimeter of the site shall have a 10 foot Utility Easement (UE)
 - ii. Plat shall indicate a 10 foot PUE adjacent to both Right of Way (ROW) lines along Millbrook Drive & Becky Lynn Lane. This area must be beyond any additional VUE or DE needed beyond the ROW for wet utility installation.
 - b. Village requires a minimum 10 foot wide easement for each water, sanitary, and Village owned storm sewer outside of the ROW
 - c. Plat shall include building set back lines
 - d. Plat shall include PLS stamp and signature
 - e. A vicinity map
 - f. Gross land and individual lot acreage

Plan Review Comments:

PAGE

ISSUE

- | | |
|---|---|
| 7 | Install sidewalk on East side of Millbrook Drive from Harnish to existing sidewalk tie in at south end of project |
| 7 | Install sidewalk on Harnish Drive from Spectrum west property line to Millbrook Drive |
| 7 | Install ADA sidewalk crossing of Millbrook @ Harnish |
| 7 | The new multi-use path on Millbrook shall cross Harnish and the west parkway of Harnish improved to accept new crossing (meet ADA standards). The crossing shall not be on the radius of the intersection curbing. Please note that Harnish is a collector and as such a Rapid Round Flashing Beacon is necessary. |
| 7 | The multi-use path shall be constructed as PCC when within a ROW intersection (back to perpendicular intersection of ROW line with path). |
| 7 | The plans shall call out for the removal of the curb along Harnish at the intersection of Millbrook. The Village will not allow for this depressed curb across a Village roadway. The grades shall be reworked and if necessary alterations to the drainage on Harnish made to accommodate the new intersection of Village roadways |
| 7 | It is not required that ADA accessible ramps be installed at the Spectrum entrance off of Millbrook. This location can have the standard ramp and depressed curb crossing. |

- 7 The driveway apron and sidewalk crossing of the entrance to the Spectrum site off of Millbrook shall be per VoA Commercial Entrance detail (8" PCC).
- 8 All detention facilities shall have the overland flood route indicated, and that portion of the ponds outfall shall have erosion protection (Turf Reinforcement) at the overflow location and protection of the backside slope. This is required for both permanent and temporary facilities.
- 8 The Village is concerned with the future expansion of the wet bottom detention facilities. It is unclear how the pond would be expanded once the pond is in operation. Please provide a construction sequence describing how the ponds would be expanded while still providing stormwater storage and release rates. (It should be noted that this is typically done where the expansion does not occur along the bank in which the outfall is installed, thus providing the pond with consistent storage and release rates while expansion is occurring).
- 11-18 To help clarify the plans, it is requested that the callouts are removed for all utilities not shown in the profile view. For example if the pages are for the sanitary sewer plan and profile, remove the callouts for water and storm.
- 11 Indicate the removal of the storm line across the proposed Millbrook ROW, Village does not want this abandoned, it needs to be remove
- 11 The Village does not want to install sanitary line and structure for SN-10.
- 12 Relocate SN-11 to the south property line for added flexibility of connection options for the parcel to the west of Millbrook (See Exhibit # 1)
- 13/14 All catch basins are to be a minimum of 4 foot dia.
- 13 Relocate STM 220 out of curb radius and shift to the west. (See Exhibit # 2)
- 13 The storm line between structures 212 & 201 is shown as a 16 inch, this is an odd size, the Village request a more standard size be used (next standard size up is 18")
- 13 Storm MH 201 appears to be too small to fit all 3 pipes shown entering the east side of the structure. Pipes shall not share pipe openings (ie, cannot have more than 1 pipe enter a single structure penetration).
- 13 The storm line between structures 200 & 201 appears to be undersized considering it will take the flows from a 12", 24", and 16".
- 14 Please list pipe material, size, % grade, etc.. of the run draining the farmed wetland area and skirting around the temp detention facility.
- 14 The Village does not wat to install the line between Storm 307 & 30.
- Misc As there is no established time line for the full development of the parcel to the East of Millbrook, the detention pond listed as temporary, will need to be

	constructed as permanent and include proper grading, overflow routes, seeding, etc..
Misc.	Please note that the Village is working with CBBEL to come up with another solution to the storm sewer system rehab west of the west property line (along Eineke Ct and under Eineke Drive)
17	Remove FH 5 from plans
17	Relocate VV 2 closer to the stub at VV 4
17 & 18	The Village Public Works Department is working with a sub-consultant to ensure that the planned 16" on Millbrook is appropriate for the overall distribution system. We hope to have confirmation from our model in the next 2 weeks..
18	Switch locations of VV 3 & FH 4
18	Install a new VV just north of the 16" x16" tee @ Becky Lynn
STM Pipe	All storm sewer to be C-443 gasketed pipe
22	Silt fence shall be installed along all limits of disturbance, creating a fully enclosed site
22	Double silt fence is required adjacent to all existing wetlands and or existing open water locations (detention)
Details	Use the most current VoA Details (2017 version is online)
Misc.	List the VoA low air void (3%) surface mix for Millbrook Drive
Electrical	Plans do not indicate power source/controller, conduit locations, details of foundations, poles, controller, etc.
Misc.	The appears to be tree protection or removal necessary for the grading and adjustment of storm structure 101
Misc.	Provide traffic control plans and details. Type III at existing Millbrook, No Construction Traffic at existing Millbrook, Lane closure (Harnish), etc...
Misc.	Clearly symbolize (heavy black arrow) the overland flood routes of all stormwater as it leaves the site (at property line)
Misc.	Provide a pavement marking and signage plan
EC	Add note to erosion control plans "All disturbed areas that are left untouched for more than 15 days shall be temporary seeded, including stockpile and borrow pits"
EC	Construction entrance shall be per VoA detail

Misc.	Provide subdivision covenants that contain information on the maintenance of detention ponds, open space, native area establishment and maintenance, snow removal (including temporary agreement with Village for removal during construction).
Landscape	Harnish Drive to have parkway trees installed from Spectrum West property line to Millbrook both sides of the street
Landscape	The site does not meet the 20-10 rule for tree diversity. Only 20% of the total tree qty can be from a single genus and only 10% can be of a specific species. As an example if you have 10 trees, only 2 can be of the Oak genus, and only 1 can be a Red Oak (species), the other must be a different species of Oak (Burr, White, etc...)
Landscape	Trees shall be selected from Village approved tree list (online at www.algonquin.org)
Misc.	Plans are required to have ROW cross sections every 50' and at each intersection or frontage road.
Misc.	It is still the desire of the Public Works Department that Becky Lynn Lane extension and tie into Millbrook be completed at this time, especially considering the potential expansion of the Village lighting system, and watermain along this dedicated ROW.
Cc:	Project File (listed in footer)
Attachments:	Exhibit 1, Exhibit 2



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

August 6, 2018

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

Attention: Ben Mason, Senior Planner

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

Dear Ben:

We have reviewed the following documents related to this project:

- Final Engineering Plans prepared by Cross Engineering & Associates, Inc. bearing a revision date of July 5, 2018
- Landscape Plans prepared by Allen Kracower & Associates, Inc. bearing a revision date of July 6, 2018
- Final Stormwater Management Report (PSMR) prepared by Cross Engineering & Associates, Inc. bearing a revision date of July 2018
- Plat of Subdivision prepared by Edward J. Molloy & Associates bearing a revision date of July 2, 2018
- Electrical Plan sheets E0.01 thru E1.02 prepared by Vessel Architecture & Design bearing a revision date of February 9, 2018

The plans submitted reflect only the scope of work to construct the Millbrook Drive extension and associated Stormwater Management features. It is our understanding that this project will be presented to the Plan Commission in August of 2018. We offer the following comments for their consideration:

FINAL ENGINEERING PLANS

Sheet 2

1. The note regarding the removal and replacement of 116' of barrier curb shall be revised to show no replacement; there shall be no curb across the intersection. In addition, any required pavement removal or milling required to blend the two roadways together shall be called out on this plan sheet and all other applicable ones.
2. Match lines should be added along the periphery of this sheet and all other applicable ones.

Sheet 7

3. The HMA thickness shall be 2 inches and the CA-6 thickness shall be 6" in NOTE 5 to be consistent with the standard detail on sheet 26.
4. The missing information for NOTES 6 and 7 shall be added to the plan sheet.

Sheet 8

5. Written permission from the owners of Lots 2 and 3 are required for the off-site grading noted on the plan sheet to construct the detention ponds.
6. The proposed north detention basins will have four (4) feet of permanent pool underneath the normal water level, but no flat safety shelf has been proposed along the west side of the pond per the grading depicted on the plan sheet.

Sheet 11

7. The identifiers for the sanitary structures are not consistent between the plan view and the profile view; the former is SANXX while the latter is SNX.

Sheet 12

8. The note "FUTURE BECKY LYNN LANE", printed in bold font, should be moved from two of the plan views as it obscures the information that is printed behind it.

Sheet 13

9. The pipe invert, pipe slope, pipe length, and pipe material information is missing from the profile view (typical to sheets 13 thru 16).
10. The engineer shall revise the proposed storm sewer system at the Millbrook-Harnish intersection as required to coordinate with the revised pavement grading.
11. The callout for the storm sewer length between STM202 and STM212 should be shifted so that the slope of the pipeline is legible from the linework underneath.

Sheet 15

12. The engineer shall verify all pipe inverts at structure STM402. The inverts for the east and west pipes feeding into the structure are approximately 2.75 lower in elevation than the pipes discharging from that structure.
13. 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 and provide a connection for the future Becky Lynn Lane drainage system.

Sheet 16

14. The slope of the storm sewer between STM100 and STM101 shall be revised to 0.90% if the given upstream and downstream inverts are held.

Sheet 17

15. The existing fire hydrant to be relocated shall be moved southward onto the new main along Millbrook Drive, near the intersection, to allow it to be used for cleaning and pressure testing of the new main.

Sheet 19

16. The sanitary sewer noted in Crossing 1 of the UTILITY CROSSING TABLE shall be constructed of C900 PVC pipe to provide the required separation from the watermain and to be consistent with SANITARY SEWER NOTE 1 on sheet 20.

Sheet C22

17. The stabilized construction entrance appears to be depicted on the plan view, but it is not called out on the plan sheet as such.
18. A double row of silt fence shall be called out for use along the west side of the existing wetland in Lot 3.
19. The use of erosion control blanket on the sides of the detention pond is missing from the plan view.

Sheet 23

20. Approximate dates shall be added to the items listed in the CONSTRUCTION SEQUENCE.

Sheet 25

21. The diameter and invert of the orifice opening in the RESTRICTOR MANHOLE 102 detail is missing.

PLAT OF SUBDIVISION

Sheet 1

22. The surveyor shall show all found and to-be-set monuments on the plat.
23. The width of the existing sanitary easement on Lot 3 shall be noted on the plat.
24. The width of the existing drainage easement on Lot 1 shall be noted on the plat.

25. The label dedicating Millbrook Drive should be copied and placed within the area dedicating Becky Lynn Lane.
26. The proposed 25-foot wide bike path easement along the southern border of Lot 2 is not depicted on the plan sheet.
27. 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 sheets 4 and 5 of the Final Engineering Plans. The width of the of the easement should be increased to 15-feet (from 10-feet) to encompass the pipeline and provide more lateral room for future maintenance.
28. The existing drainage easement crossing proposed Lot 1 can be partially vacated as the storm sewer within that easement will be removed for the construction of the north detention pond which will be encompassed within a Stormwater management easement.
29. 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-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

30. 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.

LANDSCAPE PLANS

We have no comments but reserve the right to comment as the final engineering process continues.

ELECTRICAL PLAN SHEETS

31. The proposed lighting unit does not match the pole and luminaire identified in the Village lighting ordinance. Please provide photometrics based on light standard and luminaires in the lighting ordinance.
32. Per Village lighting ordinance paragraph G(2) light fixture setback should be 42 inches behind the curb. It appears that the set back on the light fixtures is only 36 inches verify and move light fixtures accordingly.
33. Per Village lighting ordinance paragraph G(4) in the Illumination Levels table states the total mounting height on a local collector road should not exceed 25 feet. With the concrete

base detail provided the total mounting height is 25'-6" which exceeds 25 feet. Update lighting and photometric plans accordingly. Use village standard details for lighting see village selection guide for local collector roads table and details.

34. Per Village lighting ordinance paragraph G(4) please provide calculations which meet the specified levels in the tables. Update photometrics accordingly.
35. In the previous meeting with the Village, the plans should allow for the use of one of the two existing lighting controllers. Update lighting plans accordingly.
36. Per Village lighting ordinance paragraph G(6) all road crossings should have a rigid galvanized steel (RGS) sleeve and must extend an extra five feet in both directions. Update lighting plans accordingly.
37. Please provide project specific details and catalog cuts of poles, lighting heads, conduit, conductors, junction box, and receptacles. Update lighting plans accordingly.

STORMWATER MANAGEMENT COMMENTS

38. The Stormwater report references McHenry County ordinance requirements. However, the Village of Algonquin has adopted the Kane County ordinance for site developments. Please verify that the site design conforms to Kane County ordinance requirements.
39. The calculations and tables should be initialed by the creator and reviewer.
40. Include an exhibit illustrating the offsite tributary areas, Tc and RCN calculations applied in the SWMM models. including the bypass flow rates. The SWMM model will be further reviewed after the applied hydrologic parameter calculations are submitted.
41. The supplied calculations appear to report a higher runoff rate than sewer capacity at reaches 201-202, 304-303 and 403-402. Please review these locations.
42. Supply the 100-year hydraulic grade line from the SE interim pond high water line of 891.5 to the West Interim pond high water line of 891.0 and the Commercial Basin overtop elevation of 890.6.
43. Verify that the increased elevation at the Commercial Basin is contained entirely on property owned by the applicant.
44. If the storm sewers are designed to convey the 10-year storm event flow, report the overland flow routes on the design plans and report the capacity and elevation associated with each overtopping location including conveyance across the Millbrook Drive extension.
45. Clarify how the emergency bypass flow from Commercial Pond will be conveyed through the proposed development.

46. Verify that the required freeboard from the SE interim pond high water is maintained on Millbrook Drive.
47. It is stated that the report that the required 14.87 ac-ft of depressional storage volume is provided above the detention HWL. Include which ponds are included and to what elevation each is raised to accommodate this volume.

OUTSIDE PERMITTING AGENCIES

48. A permit will be required from the IEPA for the proposed water main extensions.
49. A permit will be required from the IEPA for the proposed sanitary sewer extensions.
50. A permit will be required from the IEPA for the site disturbance associated with this project.

GENERAL COMMENTS

51. A revised plat of annexation was not provided with this submittal. The comment for this document in our review letter of March 31, 2017 remain unaddressed.
52. A revised Traffic Impact Analysis was not provided with this submittal. The comments for this document in our review letter of March 31, 2017 remain unaddressed. We assume that a revised document will be provided when the plans for the actual Senior Housing facility are submitted to the Village for approval. ***NO RESPONSE REQUIRED***

Sincerely,

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



Michael E. Kerr, PE
Executive Vice President



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: August 28, 2018

TO: Committee of the Whole

FROM: Benjamin A. Mason, AICP, Senior Planner

SUBJECT: **Case No. 2018-12. Huntley CSD 158 Solar Installations –
Final PUD Amendment**

Introduction

Huntley Community School District 158 is contracting with Forefront Power to install large-scale solar facilities at several of the district's properties, including the Square Barn Campus in Algonquin. The School District is requesting an Amendment to the 2003 Final PUD approval for the Square Barn Campus, which originally required that all on-site utilities be underground.

The solar installations would be accessory to – and in support of – the energy power needs of the on-site School Campus, which is the primary use of the property as previously approved in its 2003 Final PUD approval. Forefront Power has provided a site plan and elevations depicting the two locations proposed on the Square Barn Campus (see enclosed). One will be located at the southwest corner of the property and the other will be north of the district's Administration building. It is projected that a large portion of the energy needed to power the Square Barn Campus will be generated by these on-site solar facilities.

Staff Comments

The petitioner shall be required to address the comments outlined in the enclosed Public Works memorandum, which include a request for more information on the underground transmission lines to ensure there will not be any conflicts with existing village utility easements and infrastructure on the site.

Security fencing is proposed at a maximum six feet in height, which is consistent with village code. The fencing shall be vinyl coated in a decorative black, brown or green color, rather than standard chain-link silver. No barbed wire material shall be used on the fencing.

In addition to the landscaping ground cover the petitioner will be planting within the installation areas, landscaping shall also be incorporated around the outside perimeter of the fencing. In particular, due to the Village's future land use plan which designates the

surrounding unincorporated farmland as future residential, the west side of Location 1 and the west and south sides of Location 2 shall include a dense mix of evergreen, deciduous and decorative trees a minimum initial six (6) feet in height.

The location of the fence line shall be setback a minimum twenty (20) feet from the property lines, to maintain a buffer area as well as accommodate the necessary landscaping elements that will be required around the perimeter adjacent to future development. The proposed landscaping shall be reviewed and approved by the Village's Public Works Department and the petitioner shall be required to install the landscape elements concurrent with the construction of the solar installations.

The petitioner shall perform and submit for Village Staff review a field tile investigation for the location of the proposed pilings. The petitioner shall resolve any potential conflicts by either relocating the proposed location of the pilings or relocating the field tiles to maintain positive drainage.

Any future petition that would involve new expansion or addition to the installations—for example increase in height or construction of a new location—shall be required to come back before the Planning & Zoning Commission and Village Board for review as a separate PUD Amendment.

If either solar installation location is not operated for a continuous period of 12 months, it shall be considered abandoned and the School District shall remove the same within 90 days of receipt of notice from the Village. Failure to remove an abandoned installation within said 90 days shall be grounds to remove the installation at the School District's expense.

Planning and Zoning Recommendation

On August 13, 2018 the Planning and Zoning Commission considered the petition and unanimously recommended approval (7-0) of the request for Final PUD Amendment.

Recommendation

Staff concurs with the Planning & Zoning Commission and recommends approval of the request for Final PUD Amendment for the proposed solar panel installations with the following conditions:

1. The petitioner shall be required to modify the plans and / or provide additional information to address the comments in the enclosed Public Works memorandum dated August 16, 2018.
2. The proposed security fencing shall be a maximum six feet in height – consistent with village code – and shall be vinyl coated in a decorative black / brown / or green color, rather than standard chain-link silver. No barbed wire material shall be used on the fencing.

3. In addition to the landscaping ground cover the petitioner will be planting within the installation areas, landscaping shall also be incorporated around the outside perimeter of the fencing. In particular, the west side of Location 1 and the west and south sides of Location 2 shall include a dense mix of evergreen, deciduous and decorative trees a minimum initial six (6) feet in height.
4. The location of the fence line shall be setback a minimum twenty (20) feet from the property lines, to maintain a buffer area as well as accommodate the necessary landscaping elements that will be required around the perimeter adjacent to future development. The proposed landscaping shall be reviewed and approved by the Village's Public Works Department and the petitioner shall be required to install the landscape elements concurrent with the construction of the solar installations.
5. The motion-sensing security light at the entrance gate shall be shielded and downcast. A photometric plan shall be required for review by Village Staff if any additional site lighting is proposed for the solar installations and shall comply with the village's standards that lights be shielded, downcast, and no trespass light shall spill onto adjacent property.
6. The petitioner shall perform and submit for Village Staff review a field tile investigation for the location of the proposed pilings. The petitioner shall resolve any potential conflicts by either relocating the proposed location of the pilings or relocating the field tiles to maintain positive drainage.
7. Any future petition that would involve new expansion or addition to the installations—for example increase in height or construction of a new location—shall be required to come back before the Planning & Zoning Commission and Village Board for review as a separate PUD Amendment.
8. If either solar installation location is not operated for a continuous period of 12 months, it shall be considered abandoned and the School District shall remove the same within 90 days of receipt of notice from the Village. Failure to remove an abandoned installation within said 90 days shall be grounds to remove the installation at the School District's expense.

Enclosures

facility on Lot 1 and future multi-family residential on Lots 2 and 3. The developer will be required to revise the engineering, landscape and lighting plans submitted for the Millbrook Drive construction to address Staff comments, as well as record the plat of subdivision and post a Letter of Credit as security for the proposed site improvements prior to the Village issuing any permits.

COMMISSION QUESTIONS/COMMENTS

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

Commissioner Hoferle asked why Spectrum is splitting up their requests for Final Plat and Final PUD approvals, to which Mr. Mason stated the developer would like to start on the site infrastructure improvements prior to construction of the senior living facility on Lot 1, and therefore the plat with all the necessary future right-of-way and easement dedications needs to be recorded prior to the Village issuing any permits.

Chairperson Patrician asked why staff is recommending the condition that no construction on the multi-family parcels shall be permitted prior to construction of the senior living facility commencing on Lot 1, to which Mr. Mason stated it is to be consistent with the Preliminary PUD approval of Spectrum as the senior living petitioner, with multi-family on the remaining lots as a future development possibility.

PUBLIC COMMENT

Chairperson Patrician called for public comments.

CLOSE PUBLIC COMMENT

COMMISSION MOTION ON PETITION

Chairperson Patrician entertained a motion to approve the request for Final Plat of Subdivision for Spectrum Algonquin Subdivision. Commissioner Hoferle moved and Commissioner Postelnick seconded a motion to recommend approval of the request consistent with the petition submitted by the property owner and the conditions recommended by staff in the August 13, 2018 Community Development memorandum.

The Roll Call noted the following: Ayes: Commissioners Laipert, Neuhalphen, Szpekowski, Postelnick, Sturznickel, Hoferle and Chairperson Patrician. Nays: None. Absent: None. Motion carried 7-0.

AGENDA ITEM 5: Request for a Final PUD Amendment

Case No. 2018-12 Huntley School District 158

Petitioner: Mark Altmayer, School District 158

OPEN PUBLIC HEARING AND ESTABLISH QUORUM

Mr. Mason called roll to verify a quorum. Present: Commissioners Hoferle, Szpekowski, Postelnick, Laipert, Neuhalphen, Sturznickel and Chairperson Patrician. Mason announced a quorum was present. Chairperson Patrician opened the public hearing and asked for petitioner comments.

PETITIONER COMMENTS

Mr. Chrzanowski verified that proper notice of the meeting had been posted. Ms. Chrzanowski swore in the petitioners. Representing the petitioner was Mark Altmayer and Doug Renkosik, School District 158

and Ed Switzer, Forefront Power. Mr. Altmayer explained that in the school district's ongoing efforts to be fiscally responsible and environmentally friendly, it is partnering with Forefront Power to seek grant funding for the installation of large-scale solar facilities on their school campus properties. The school district estimates it will save approximately \$4 million in energy costs over the next 20 years. Mr. Altmayer stated he visited with most of the neighboring residents directly adjacent to the Square Barn Campus property to explain the project and there were no objections.

Chairperson Patrician then asked for Staff Comments.

STAFF COMMENTS

Mason reviewed his staff report for the Commission. The School District is requesting an Amendment to the 2003 Final PUD approval for the Square Barn Campus, which originally required that all on-site utilities be underground. Forefront Power has two locations proposed on the Square Barn Campus, one will be located at the southwest corner of the property and the other will be north of the district's Administration building. Rather than set a precedent for future solar farms in the village, the solar installations proposed by the school district would be accessory to – and in support of – the energy power needs of the on-site School Campus, which is the primary use of the property as previously approved in its 2003 Final PUD approval. Security fencing is proposed at a maximum six feet in height, which is consistent with village code. Landscaping shall be added to the west side of Location 1 and the west and south sides of Location 2 to include a dense mix of evergreen, deciduous and decorative trees.

COMMISSION QUESTIONS/COMMENTS

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

Commissioner Hoferle asked for background on the history of Forefront Power and why the village hasn't seen solar facility petitions until now, to which Mr. Switzer explained Forefront was formed recently but operates under parent company Mitsui which has many years' experience developing solar facilities across the country. Mr. Renkosik noted the timing of the school district's petition is driven by the Future Energy Jobs Act which was passed in December 2017 and provides tax credits to operators such as Forefront to construct and manage solar facilities for clients such as municipalities and school districts. Commissioner Hoferle asked why the solar panel units have a height of twelve feet, to which Mr. Switzer explained that is the optimal height to capture the necessary solar energy from the sun as well as minimize the footprint of the overall installation.

Commissioner Szpekowski suggested increasing the security fence height to 8 feet tall.

Commissioner Postelnick asked if the solar energy generated by this project would serve the larger community or just the school campus itself, to which Mr. Altmayer explained the proposed facilities would benefit only their school campuses.

Commissioner Laipert asked who is liable for any damage to the solar panels such as from a hail storm, to which Mr. Switzer stated Forefront Power as the operator would be responsible for any necessary repairs.

Commissioner Sturznickel asked how the power is stored, to which Mr. Switzer explained there will be underground transmission lines from the solar installation locations to the school which will be equipped

with a converter to change the power from DC to AC for use in the buildings. Commissioner Sturznickel asked what happens at the end of the twenty-year lease, to which Mr. Altmayer stated the school district could buy the facilities outright from Forefront, or extend the contract for an additional number of years, or require Forefront to remove. Based on initial projections, the school district believes it could be financially beneficial to purchase the installations from Forefront at some point between 15 and 20 years.

Chairperson Patrician asked what if Forefront Power were to walk away from their obligation to operate and maintain the facilities, to which Mr. Altmayer stated the school district is aware of this remote possibility as a worst case scenario and understands its obligation as the underlying property owner to pay for the removal of the facilities. Chairperson Patrician asked if the conditions staff is recommending for fence and landscape upgrades are acceptable to the petitioner, to which Mr. Switzer and Mr. Altmayer confirmed yes.

Chairperson Patrician asked if there was consensus from the Commission to support member Szpekowski's suggestion to increase the height of the fence to 8-feet, to which the majority of commissioners indicated the landscape screening would be sufficient.

PUBLIC COMMENT

Chairperson Patrician called for public comments.

Chris Kempf, 605 Souwanas Trail, asked what is the distance to the residential neighborhood to the north, to which Mr. Altmayer stated approximately one-quarter mile. Mr. Kempf asked whether the \$4 million savings to the school district would be the total for all three school campuses including ones in Lake in the Hills and Huntley, to which Mr. Altmayer stated yes the savings estimate is for all three locations combined.

CLOSE PUBLIC COMMENT

COMMISSION MOTION ON PETITION

Chairperson Patrician entertained a motion to approve the request for Final PUD Amendment for solar facilities at Huntley School District 158 Square Barn Campus. Commissioner Postelnick moved and Commissioner Sturznickel seconded a motion to recommend approval of the request consistent with the petition submitted by the petitioner, the findings of fact listed in the August 13, 2018 Community Development memorandum and the conditions recommended by staff.

The Roll Call noted the following: Ayes: Commissioners Laipert, Neuhalfen, Szpekowski, Postelnick, Sturznickel, Hoferle and Chairperson Patrician. Nays: None. Absent: None. Motion carried 7-0.

AGENDA ITEM 6: New/Old Business

There was no other business discussed.

AGENDA ITEM 7: Adjournment

A motion to adjourn the meeting was seconded and a voice vote noted all ayes. The motion carried and the meeting was adjourned at 9:05p.m.



VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: *Thursday, August 16, 2018*
TO: *Ben Mason*
FROM: *Shawn M. Hurtig*
SUBJECT: *Public Works Review # 1 – 60% Submittal*
District 158 Square Barn Road Campus – Solar Field (CD2018-12)

Please find below the Village of Algonquin comments, concerns, and issues regarding the subject project.

Permit Requirement Status:

Provide updates (schedule & any concerns) on any of the permits marked as “Required”.

Dry Utility Permits

- ComEd = Required & Not Received (due to planned power purchasing agreement)
- Nicor = Not Required
- ATT = Not Required
- Comcast = Not Required

Project Document Status:

Provide updates (schedule & any concerns) on any of the project documents marked as “Required”.

- Ph. 1 Environmental Report (Preliminary Site Assessment – PSI) = Not Required
- Ecological Reports = Required
 - IDNR (threatened and endangered species) = Not Submitted
 - Current ECOcat
- Geotechnical Report = Not Required
- Stormwater Report = Required & Not Received
- Traffic Analysis = Not Required
- Engineers Estimate of Probable Cost of Construction (EEOPC) = Not Required
- Storm Water Pollution Prevention Program (SWPPP) = Required & Not Received

Plan Review Comments:

<u>PAGE</u>	<u>ISSUE</u>
App Info	There is a discrepancy in the power output of the installation in the Project Narrative section 2 nd paragraph last sentence.
App Info	Section 3 – Lighting = All lighting installed shall be a 100% cutoff fixture with direct downcast lighting.
App Info	Section 3 – Security Fencing = While not indicated, we would like to ensure that the proposed fencing does not have provisions for razor/barbed wire intrusion installations.

App Info	Section 4 – Vegetative Maintenance = The information is not specific in the restoration maintenance material. It should be noted that should a native perennial vegetation is installed the ensuing establishment period (5 Year) and ongoing maintenance have typical requirements of mowing and prescribed burns. Thus when selecting and listing the restoration materials, please closely consider how maintenance activities will impact the proposed installation.
Misc.	Please note that the Village of Algonquin has several easements within the proposed work zones. These easements are solely for the installation, operation, and maintenance of Village utilities. As noted in the recorded easements the Village has the right to abate any obstruction placed on or over the easement area at the expense of the property owner. As the provided information is unclear as to what the installation is to be between the solar field and school buildings, it is not possible for the Village at this time to provide a waiver on the installation of these planned facilities across the Village easements. In particular, the Village is concerned with power cables in proximity to ductile iron watermain. Installations shall be shown in a conduit across the easement, along with size, material and depth of conduit. Where possible the proposed installation shall cross the easement at a 90 degree angle and in no instances shall any proposed installation be run parallel within the existing easement.
Cc:	Project File (listed in footer)
Attachments:	None

Special Use Supplemental Application Information

1. Project Narrative

FFP IL Community Solar, LLC proposes to develop a 1.4 megawatt (MW AC) solar facility on a 5.6-acre tract of land (Project Premises) addressed as 650 Academic Drive Algonquin, IL 6012. The Project Premises is situated within a parent parcel of land identified by the Village of Algonquin Office as Parcel, and is reportedly owned by the Huntley Community School District.

The Huntley Community School District – Square Barn Campus solar project (Project) will be comprised of rows of photovoltaic (PV) cell panels mounted on posts set into the ground (solar arrays). FFP IL Community Solar, LLC will mount the solar arrays on a fixed tilt system. The height of the solar array will not exceed 12-feet above ground surface and FFP IL Community Solar, LLC intends to utilize Trina TSM-340-DD14A modules; however, the specific solar array configuration for this Project will be decided once additional site specific information and design components are determined. The Trina TSM-340-DD14A modules are UL and CSI (California Solar Initiative) listed. According to the Solar Energy Industries Association, the proposed 5.6 MW solar project is capable of powering a large portion of the Square Barn Campus.

2. Traffic Impacts

Due to the rural location and size of the Project (1.4 MWs AC), traffic impacts are expected to be minimal. Project development may be divided into the four phases: site preparation, material and equipment delivery, solar garden construction, and solar garden maintenance.

The following Table illustrates a typical, estimated average daily trip generation by vehicle for each Project phase for an approximate 1.4 MW AC solar project.

Project Phase (Time Period)	Vehicle Type	Estimated Gross Vehicle Weight	Number of Vehicles Per Day	Maximum and Average Vehicle Trips Per Day
Site Preparation (approx. 4-6 weeks)	Equipment Hauling Trucks	30,000-65,000 lbs	0-2	0-4
	Passenger Vehicles	2,000-10,000 lbs	2-5	4-10
	Fuel Delivery	20,000-30,000 lbs	1	2
				Max – 16/Ave - 6
Material and Equipment Delivery (approx. 4 weeks)	Conex Container and Delivery Trucks	30,000-50,000 lbs	5-15	10-30
	Equipment Hauling Trucks	20,000-40,000 lbs	0-4	0-8
				Max – 38/Ave - 10
	Passenger Vehicles	2,000 to 10,000 lbs	10-15	20-30
Solar Garden Installation (4-5 months)	Fuel Truck	20,000 to 30,000 lbs	1	2
	Material Delivery Truck	20,000 to 30,000 lbs	1	2
				Max – 34/Ave - 24
	Utility Vehicle	2,000 to 10,000 lbs	1 per month or less	

(ongoing once operational)				
				Max - 2/Ave - 0

Project related traffic during all phases will not be significant during AM and PM peak periods (7:00 – 9:00 AM and 4:00 – 6:00 PM, respectively).

3. General Construction and Development Criteria

- *Glare* - FFP IL Community Solar, LLC intends to utilize Trina TSM-340-DD14A photovoltaic modules which are constructed of anti-reflective coated tempered glass. In addition, the facility will be sited strategically to avoid glint and glare reflection towards adjacent roadways and surrounding areas.
- *Lighting* - One motion-sensing security light will be installed at the entrance gate of the Project premises. The security light will be shielded to minimize disturbance to the adjacent properties.
- *Security Fencing* - The entire Project Premises will be surrounded by a six-foot tall standard chain-link fence. The Project will be designed to meet or exceed applicable local and national safety standards, specifically including: the currently enforced edition of the National Electric Code (NEC), and such regulations provided by the interconnecting utility. The Project will include a visible and lockable manual safety switch, which will be made accessible to first responders, the utility, and maintenance personnel via gate lockbox, code, or other method to be defined prior to construction. Additionally, the solar inverters (which convert electricity from the solar modules from DC to AC) are listed to the UL-1741 standard, which provides for immediate shutdown upon loss of an electrical signal from the utility.
- *Warning Signage* - Visible warning signs shall be posted at each ingress/egress point associated with the Project. The Project emergency contact information and 911 address will be clearly posted on all warning signage.
- *Utility Connection* – The applicant is currently in the process of obtaining a power purchase agreement with the local electric company.
- *Endangered Species and Wetlands* - EcoCAT consultation report will be conducted if necessary.
- *Compliance with Additional Regulations* - FFP IL Community Solar, LLC fully intends to comply with all federal, state, and local laws and regulations. Other than submittal to IDNR regarding EcoCAT and the State Historic Preservation Office, there have been no other consultation with agencies to date.

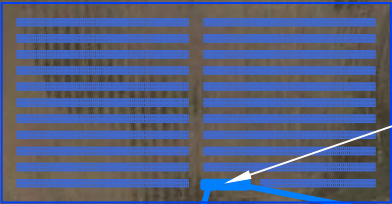
4. Vegetative Maintenance

Following construction of the solar facility, disturbed grounds will be re-established with low growth / low maintenance ground cover. The vegetative maintenance contractor will be responsible for inspecting and maintaining the vegetative integrity of the solar facility. The contractor will conduct on-site activities

during growing months at the frequency of approximately 2-3 times per year. The contractor is expected to adjust site maintenance frequency based on time of year and weather conditions. To avoid rutting, erosion, and soil compaction, weather forecasts will be consulted and on-site field inspections will be conducted prior to mowing or cutting to ensure that these practices occur when the site is able to withstand this type of activity.

The proposed Project may follow practices that: (1) provide native perennial vegetation and foraging habitat which is beneficial to game birds, songbirds, and pollinators; and (2) reduce storm water runoff and erosion at the solar site. To the extent practical, if establishing perennial vegetation and beneficial foraging habitat, the Project shall use native plant species and certified seed mixes that are free from noxious or exotic weed seeds.

TRANSPORTATION ADMINISTRATION SYSTEM DESCRIPTION	
RACKING TYPE	RBI SOLAR FIXED TILT, DRIVEN PILE
MODULE TYPE	TRINA TSM-340-DE14A(II), 306.2W-PTC
MODULE QTY.	840
INVERTER	(2) SOLECTRIA XGI 1500-125, 125kW
TRANSFORMER	(1) 300kVA, 600V: 480V, DRY TYPE
SYSTEM SIZE (DC)	285.60 kW
SYSTEM SIZE (AC)	250.0 kW
LAT/LONG	42.164/-88.383
ARRAY AZIMUTH (°)	180°
ARRAY TILT ANGLE (°)	25°
ARRAY PITCH	26'-0" (45% GCR)
SNOWLOAD	25 PSF
WINDSPEED	105 MPH
SEISMIC DESIGN CAT.	B
ACREAGE	~1.2 ACRES



INSTALL INVERTERS, PV SYSTEM SWITCHBOARDS / AC PANELS, AND TRANSFORMERS ON NEW EQUIPMENT PAD(S).

~575' TRENCH/ DIRECTIONAL BORE

~1850' TRENCH/ DIRECTIONAL BORE

ACADEMIC DRIVE

INSTALL PV SYSTEM TRANSFORMER, DISCONNECT SWITCH, AND METER ADJACENT TO POINT OF INTERCONNECTION AT EXISTING 480V SWITCHBOARD

INSTALL PV SYSTEM TRANSFORMER, DISCONNECT SWITCH, AND METER ADJACENT TO POINT OF INTERCONNECTION AT EXISTING 480V SWITCHBOARD

~750' TRENCH/ DIRECTIONAL BORE

INSTALL INVERTERS & PV SYSTEM AC PANEL ON NEW EQUIPMENT PAD



HEINEMAN MIDDLE SCHOOL SYSTEM DESCRIPTION	
RACKING TYPE	RBI SOLAR FIXED TILT, DRIVEN PILE
MODULE TYPE	TRINA TSM-340-DE14A(II), 306.2W-PTC
MODULE QTY.	1,232
INVERTER	(3) SOLECTRIA XGI 1500-125, 125kW
TRANSFORMER	(2) 500kVA, 12kV: 600V/480V, OIL FILLED (STEP-UP/STEP-DOWN)
SYSTEM SIZE (DC)	418.880 kW
SYSTEM SIZE (AC)	375.0 kW
LAT/LONG	42.164/-88.382
ARRAY AZIMUTH (°)	180°
ARRAY TILT ANGLE (°)	25°
ARRAY PITCH	26'-0" (45% GCR)
SNOWLOAD	25 PSF
WINDSPEED	105 MPH
SEISMIC DESIGN CAT.	B
ACREAGE	~1.5 ACRES

INSTALL PV SYSTEM TRANSFORMER, DISCONNECT SWITCH, AND METER ADJACENT TO POINT OF INTERCONNECTION AT EXISTING 480V SWITCHBOARD, TYP

CONLEY ELEMENTARY SCHOOL SYSTEM DESCRIPTION	
RACKING TYPE	RBI SOLAR FIXED TILT, DRIVEN PILE
MODULE TYPE	TRINA TSM-340-DE14A(II), 306.2W-PTC
MODULE QTY.	1,568
INVERTER	(4) SOLECTRIA XGI 1500-125, 125kW
TRANSFORMER	(2) 500kVA, 12kV: 600V/480V, OIL FILLED (STEP-UP/STEP-DOWN)
SYSTEM SIZE (DC)	533.120 kW
SYSTEM SIZE (AC)	500.0 kW
LAT/LONG	42.164/-88.382
ARRAY AZIMUTH (°)	180°
ARRAY TILT ANGLE (°)	25°
ARRAY PITCH	26'-0" (45% GCR)
SNOWLOAD	25 PSF
WINDSPEED	105 MPH
SEISMIC DESIGN CAT.	B
ACREAGE	~2.0 ACRES

MACKEBEN ELEMENTARY SCHOOL SYSTEM DESCRIPTION	
RACKING TYPE	RBI SOLAR FIXED TILT, DRIVEN PILE
MODULE TYPE	TRINA TSM-340-DE14A(II), 306.2W-PTC
MODULE QTY.	1,428
INVERTER	(3) SOLECTRIA XGI 1500-125, 125kW
TRANSFORMER	(1) 500kVA, 600V: 480V, DRY TYPE
SYSTEM SIZE (DC)	485.520 kW
SYSTEM SIZE (AC)	375.0 kW
LAT/LONG	42.158/-88.378
ARRAY AZIMUTH (°)	180°
ARRAY TILT ANGLE (°)	25°
ARRAY PITCH	26'-0" (45% GCR)
SNOWLOAD	25 PSF
WINDSPEED	105 MPH
SEISMIC DESIGN CAT.	B
ACREAGE	~2.1 ACRES



SQUARE BARN ROAD



FOREFRONT
POWER

2017 FOREFRONT POWER, LLC AND ITS
AFFILIATES. ALL RIGHTS RESERVED
100 MONTGOMERY ST. #725
SAN FRANCISCO, CA 94104
(855) 204-5083
www.ForeFrontPower.com

STAMP:

NOT FOR
CONSTRUCTION

SOLAR PHOTOVOLTAIC
SYSTEM FOR
HUNTLEY COMMUNITY
SCHOOL DISTRICT

SQUARE BARN CAMPUS

650 ACADEMIC DRIVE
ALGONQUIN, IL 60102

PROJECT NUMBER

IL-18-0020

SHEET TITLE

CONCEPTUAL LAYOUT

SHEET SIZE

ANSI "B"
11" X 17"

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INFORMATION IS CONFIDENTIAL AND IS TO BE USED ONLY IN
CONNECTION WITH WORK DESCRIBED BY FOREFRONT POWER, LLC.
NO PART IS TO BE DISCLOSED TO OTHERS WITHOUT WRITTEN
PERMISSION FROM FOREFRONT POWER, LLC.

NO.	REVISION	DATE	INIT.
1	INDV SYST INFO	03.28.18	DRM
2	80% OFFSET	05.16.18	DRM

DATE:	01.31.18
DRAWN BY:	DRM
ENGINEER:	DRM
APPROVED BY:	TL

PROJECT PHASE:	PROPOSAL
SCALE:	NO SCALE
SHEET NO.:	E-111



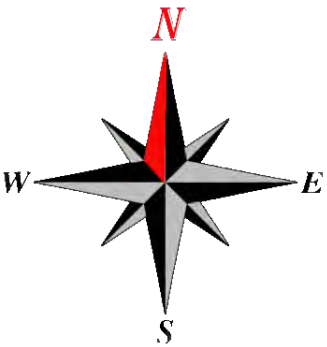
LEGEND



PHOTO LOCATION
AND NUMBER



DIRECTION OF PHOTO



FOREFRONT POWER, LLC
HUNTLEY COMMUNITY SCHOOL DISTRICT
SQAURE BARN CAMPUS

FIGURE 1. PHOTO LOCATION MAP



VIEWPOINT LOCATION MAP



PROPOSED CONDITIONS



TECHNICAL INFORMATION

<i>Viewpoint Coordinates in IL NAD83 EAST State Feet</i>	2,530,716 E -408,472 N
<i>Viewpoint Location</i>	Location 1
<i>Viewer Eye Elevation</i>	906 ft msl
<i>Distance to Project</i>	206 ft
<i>Camera Model</i>	iPhone 7 Plus
<i>Lens Setting</i>	28 mm
<i>Date/Time</i>	07-22-2018/12:16 pm

**FOREFRONT POWER, LLC
HUNTLEY COMMUNITY SCHOOL DISTRICT
SQAURE BARN CAMPUS**

FIGURE 2. PHOTO LOCATION 1: EXISTING CONDITIONS



VIEWPOINT LOCATION MAP



EXISTING CONDITIONS



TECHNICAL INFORMATION

<i>Viewpoint Coordinates in IL NAD83 EAST State Feet</i>	-408,472 E 2,530,716 N
<i>Viewpoint Location</i>	Location 1
<i>Viewer Eye Elevation</i>	906 ft msl
<i>Distance to Project</i>	206 ft
<i>Camera Model</i>	iPhone 7 Plus
<i>Lens Setting</i>	28 mm
<i>Date/Time</i>	07-22-2018/12:16 pm

FOREFRONT POWER, LLC
HUNTLEY COMMUNITY SCHOOL DISTRICT
SQAURE BARN CAMPUS

FIGURE 3. PHOTO LOCATION 1: PROPOSED CONDITIONS





VIEWPOINT LOCATION MAP



PROPOSED CONDITIONS



TECHNICAL INFORMATION

<i>Viewpoint Coordinates in IL NAD83 EAST State Feet</i>	-406,845 E 2,528,529 N
<i>Viewpoint Location</i>	Location 2
<i>Viewer Eye Elevation</i>	906 ft msl
<i>Distance to Project</i>	72 ft
<i>Camera Model</i>	iPhone 7 Plus
<i>Lens Setting</i>	28 mm
<i>Date/Time</i>	07-22-2018/12:30 pm

FOREFRONT POWER, LLC
HUNTLEY COMMUNITY SCHOOL DISTRICT
SQAURE BARN CAMPUS

FIGURE 4. PHOTO LOCATION 2: EXISTING CONDITIONS



VIEWPOINT LOCATION MAP



EXISTING CONDITIONS

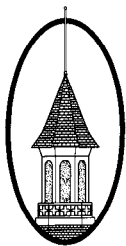


TECHNICAL INFORMATION

<i>Viewpoint Coordinates in IL NAD83 EAST State Feet</i>	-406,845 E 2,528,529 N
<i>Viewpoint Location</i>	Location 2
<i>Viewer Eye Elevation</i>	906 ft msl
<i>Distance to Project</i>	72 ft
<i>Camera Model</i>	iPhone 7 Plus
<i>Lens Setting</i>	28 mm
<i>Date/Time</i>	07-22-2018/12:30 pm

FOREFRONT POWER, LLC
HUNTLEY COMMUNITY SCHOOL DISTRICT
SQAURE BARN CAMPUS

FIGURE 5. PHOTO LOCATION 2: PROPOSED CONDITIONS



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: August 23, 2018

TO: Committee of the Whole

FROM: Russell Farnum, AICP, Community Development Director

SUBJECT: *Upcoming Special Events*

The following special events have been presented for consideration:

1. St. Margaret Mary Oktoberfest, September 22 and 23, including liquor (beer tent) and a 5k walk. This is a Church festival with a car show, music, beer tent and other games and events. The event will be held on the grounds of the School Building, near Eastgate Drive. Saturday will feature a 5k run using the same route as Founders Day, Sunday will feature a car show. Hours Saturday will be 2 pm to 11 pm, and Sunday will be 8 am to 7 pm. Dan Barton will be present at the COTW meeting to answer any questions.
2. St. Vincent DePaul Society, St. Margaret Mary Conference, Walk for the Poor, affiliated with St. Margaret Mary, September 15 (Raindate Sept 22). This is the primary fundraiser for this charitable organization. The raindate coincides with the 5k run for the Oktoberfest, but there is only a small portion of potential conflict on the Prairie Trail, it is not anticipated to create any issues. A representative from SVDP STMM will be present
3. The Environmental Defenders of McHenry County, It's Our River Day clean-up event on Saturday, September 15 from 1 to 4pm. The event will be held in Cornish Park, and participating groups include the Sierra Club, Fox River Jeep Club, Illinois Paddling Council and Friends of the Fox River. In the past this event has included live music and informational booths, however this year's event will be focused on the river clean-up activity itself and still requires special event approval from the Village Board for use of public park space. The Defenders have provided the village with a certificate of liability insurance and Cynthia Kanner will be present at Tuesday's COTW meeting on behalf of the group to answer any questions.

All of these events are in order and have been presented by experienced groups that have performed many events in the past. Consensus to place these on the September 4 Board agenda for approval is recommended.

SPECIAL EVENT PERMIT NUMBER: _____

APPLICATION: _____

**VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT
SEASONAL/SPECIAL EVENT PERMIT APPLICATION**

Application is hereby made for a permit to conduct a Seasonal/Special Event

Location of Event St. Margaret Mary Education CenterName of Applicant Dan Barton Phone 847-866-8888Address 111 S. Hubbard St. Algonquin IL 60102PROPERTY OWNER'S SIGNATURE OF PERMISSION: *D. P. Barton*
(required)

Attach or indicate below site plan, a time schedule for set-up and clean up, a time schedule for the actual event, parking & lighting plan, and please indicate ingress, egress, and traffic control, and indicate any tent location(s) and fencing.

Set up will be Friday the 21st of September. Clean up will be on Monday the 24th. Times are as follows: September 22nd 2pm to 11pm and September 23rd 8 am to 7 pm. Parking will be in the school and church lot. There will also be a 5K Run on the 22nd

The undersigned certifies that the statements in this application are true and correct and that all work done under the proposed permit will conform to the requirements of the Village of Algonquin Zoning Ordinance and all other Village Ordinances.

Tent Erector Ede Rental Phone 847-658-9000Address 914 Algonquin Rd. Algonquin IL 60102

No error or omission in either plans or application, whether said plans or application has been approved by the Community Development or not, shall permit or relieve the applicant from conducting this event in any other manner that provided for in all the ordinances of the Village of Algonquin relating thereto. The applicant having prepared and read this application and fully understanding the intent thereof declares that the statements made are true to the best of his/her ability, knowledge and belief. No refund of permit fees shall be issued.

[Signature]
Signature of Applicant

Mention PERMIT NUMBER AND ADDRESS when requesting inspection. Phone 847-658-2700 (Option 3) Fax 847-658-2631

SEASONAL EVENT FEE _____

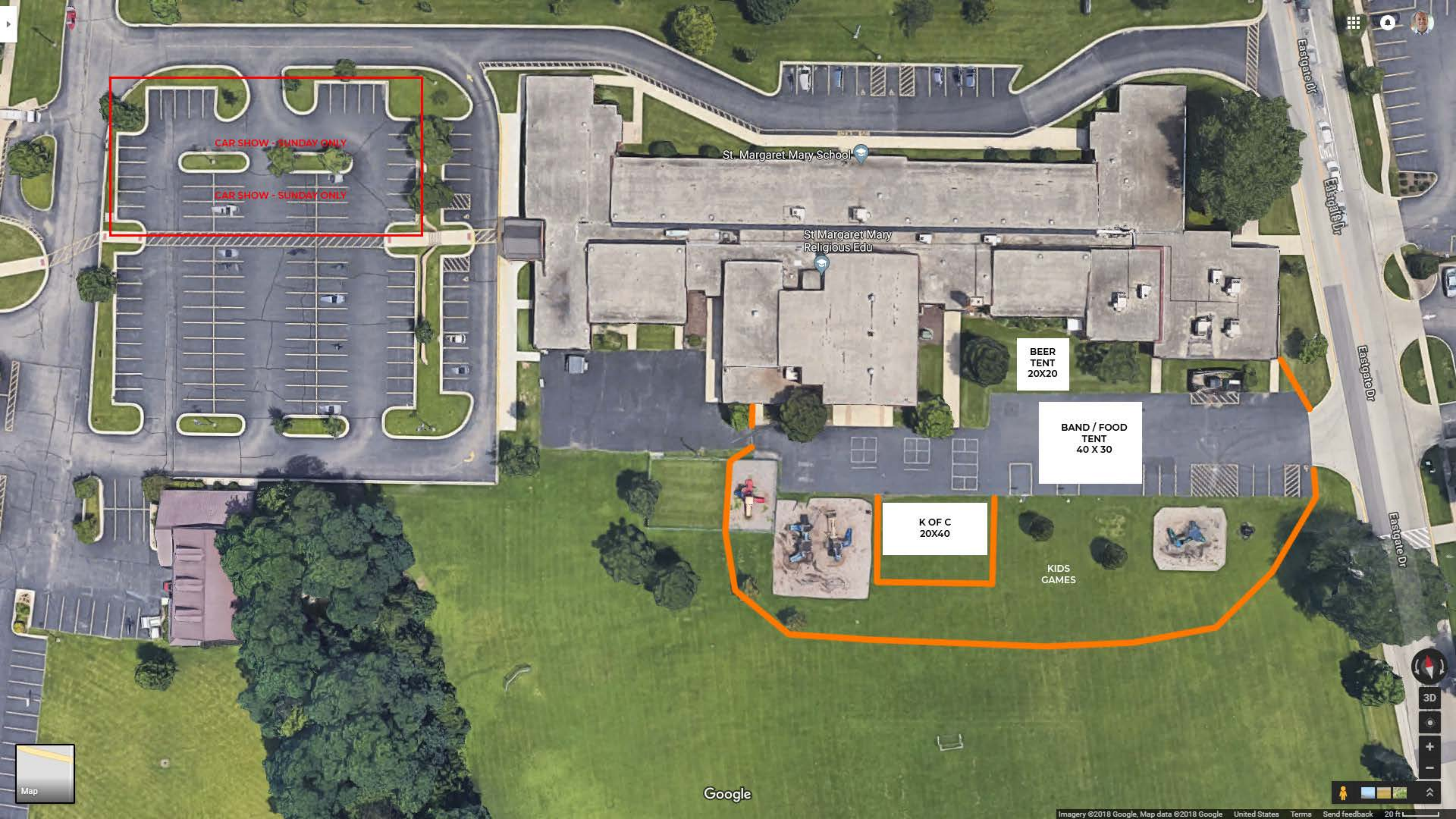
ELECTRIC FEE _____

TOTAL PERMIT FEE _____

DATE ISSUED _____

Building Commissioner

TEMPORARY PERMIT EXPIRES ON _____



CAR SHOW - SUNDAY ONLY

CAR SHOW - SUNDAY ONLY

St. Margaret Mary School

St Margaret Mary
Religious Edu

BEER
TENT
20X20

BAND / FOOD
TENT
40 X 30

K OF C
20X40

KIDS
GAMES

Google



Map controls including a compass, a 3D view button, zoom in (+) and zoom out (-) buttons, a street view pegman icon, and a scale bar showing 20 ft.



Algonquin Founders' Days 5k

5 km

Algonquin, Illinois

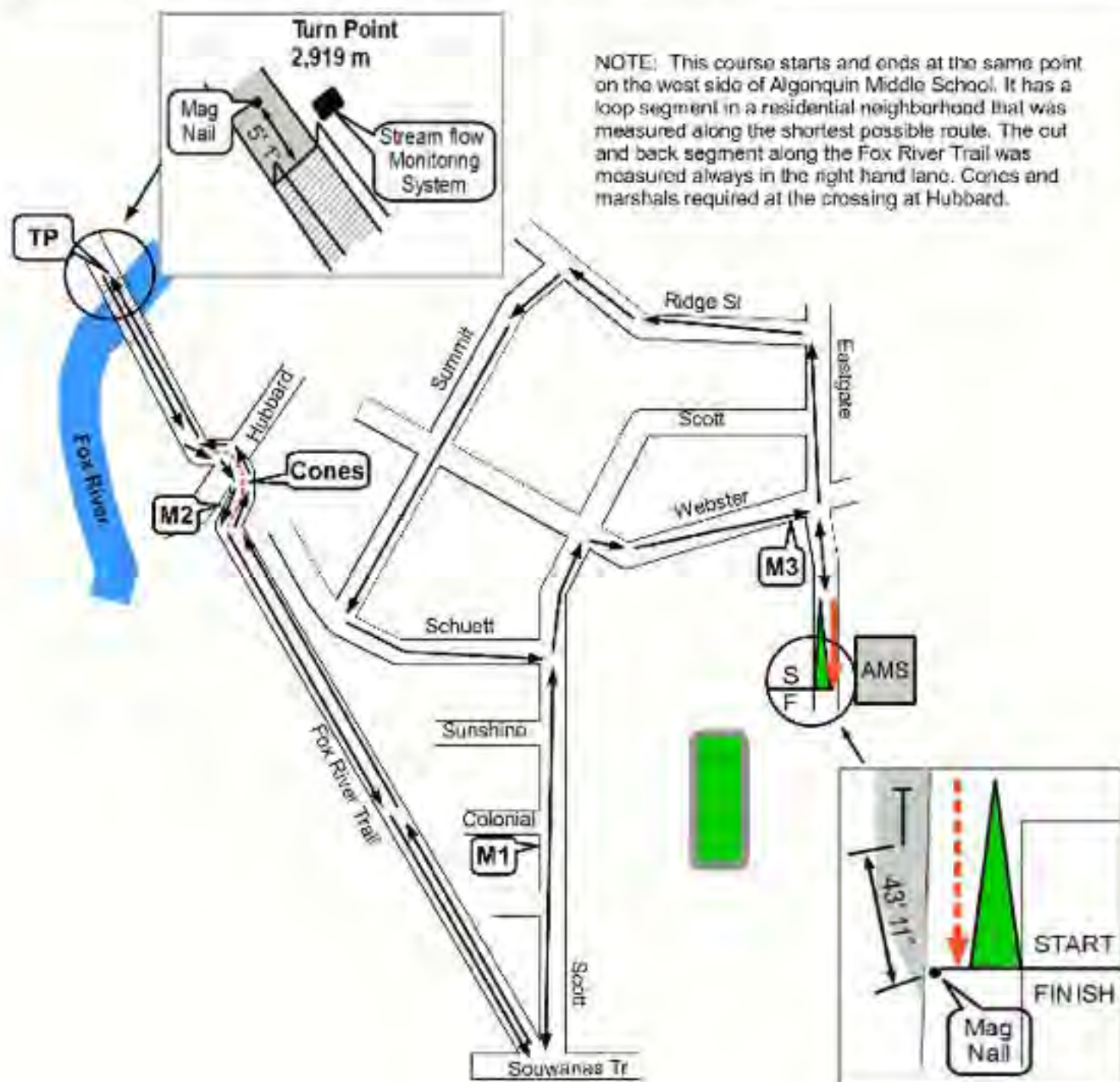
USATF Certificate # IL18008WR

Effective Apr 27, 2018 – Dec 31, 2028



Map not to Scale

Start: Mag nail 43' 11" S of base of street light N of gate and 12" from edge of concrete walkway (see detail)
 Mile 1: West curb of Scott St., 19' 3" N of center of driveway to 720 address
 Turn: Center of asphalt path, 5' 1" NW of NW end of wood bridge (1' W of W edge of Stream flow Monitoring System)
 Mile 2: West edge of asphalt path, 22' SE of 3 yellow guard posts at Hubbard
 Mile 3: South curb of Webster, 17' W of stop sign at Eastgate
 Finish: Same as start
 Measured by Winston Rasmussen on April 21, 2018 (w.rasmussen@comcast.net)



APPLICATION FOR "EVENT" LIQUOR PERMIT

TO: The Liquor Commissioner of the Village of Algonquin, Illinois

(PLEASE TYPE OR PRINT ALL INFORMATION)

The undersigned applicant, being duly sworn on oath, makes application for a Liquor Permit in the Village of Algonquin, as follows:

1. The name of the applicant to appear on the permit is: St Margaret Mary Catholic Church
2. The address of the applicant is: 100 S. Hubbard St.
Algonquin, IL.
60102
3. The name and address of officer or agent for the applicant is: Daniel Barton
XXXXXXXXXXXX
Algonquin, IL. 60102
4. A. The applicant is presently: (Complete all applicable parts)
 - (1) Class Licensee in the Village; License No.
 - (2) Nonprofit organization, registered with the State of Illinois
 - (3) Other type of organization: Please specify
(i.e., Fraternal, Educational, Civic, Political, Religious)
 - (4) Provide Illinois Department of Revenue Tax Exempt Number and/or Illinois Business Tax Number assigned to your organization

B. The description and location of premises or place of business which is to be operated under the proposed permit:
St Margaret Mary Oktoberfest at St Margaret Mary

C. The date(s) and hours of operation requested under the proposed permit are:
September 22nd 2pm to 10:30pm
September 23rd 11:30am to 6:30pm

The number of days shall not exceed what is presently allowed by ordinance.

5. BASSET Training Required: Successful completion of a BASSET program, or other similar program as approved by the Chief of Police, is required for at least one person coordinating and responsible for the responsible sale of alcoholic liquor during the event. Such person

shall be present at the point of liquor sales at all times for the duration of the event.
Person holding the BASSETT Certificate: Dan Barton

Photocopies of a valid certificate of completion of a BASSETT program shall be included with the application.

6. The applicant hereby files Certificates of Insurance, certifying that the applicant has in force and effect insurance as follows:
- Liquor Liability Insurance of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate and;
 - General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.

The Insurance Certificates must name the Village of Algonquin as Additional Insured.

"Host Insurance" shall not satisfy the requester defined above.

7. The applicant herewith submits the appropriate permit fee, in the amount of:
\$ _____, as set forth in the Liquor Control and Liquor Licensing Ordinance of the Village of Algonquin.

The applicant agrees to comply with all ordinances of the Village of Algonquin and the Laws of the State of Illinois.

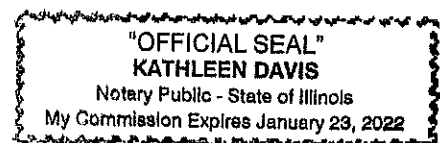
Applicant: St Margaret Mary
Signed By: [Signature]
Officer or Agent: Dan Barton
Daytime Phone: ~~XXXXXXXX~~
Extension: _____

Subscribed and Sworn to before me this 21 day of August, 20 18

[Signature]
(Notary Public)

My Commission expires January 23, 20 22

SEAL





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Gallagher Bassett Services, Inc.		
	PHONE (A/C, No, Ext): 414-203-4053	FAX (A/C, No): 414-258-1250	
INSURED Diocese of Rockford Finance & Administration Office P.O. Box 7044 Rockford IL 61125	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Catholic RRG, Inc		10083
	INSURER B: Safety National Casualty Corporation		15105
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 40768129**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RRG1026821	7/1/2018	7/1/2019	EACH OCCURRENCE	\$ \$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Included
							MED EXP (Any one person)	\$ Included
							PERSONAL & ADV INJURY	\$ Included
							GENERAL AGGREGATE	\$ N/A
							PRODUCTS - COMP/OP AGG	\$ Included
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RRG1026821 XS1026821	7/1/2018 7/1/2018	7/1/2019 7/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ \$5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			XS1026821	7/1/2018	7/1/2019	EACH OCCURRENCE	\$ \$4,000,000
							AGGREGATE	\$ \$4,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SP 4058841	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	Statutory
							E.L. EACH ACCIDENT	\$ \$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ \$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability and Auto Liability limits inclusive of \$250,000 Self-Insured Retention.

If Additional Insured status noted herein, coverage afforded by Form #TNC-G118 (ed. 01/01/12).

For: St. Margaret Mary School, 119 S Hubbard St, Algonquin, IL 60102.

Reason: Saint Margaret Mary Oktoberfest to be held at above address on September 22 & 23, 2018 from State of Illinois named as additional insured and loss payee with respect to this certificate. Dram Shop Liquor Liability coverage applicable to Saint Margaret Mary School, Algonquin, IL as additional insured with respect to the event. Included in the Excess/Liability is the liquor liability.

CERTIFICATE HOLDER**CANCELLATION**

Illinois Liquor Control Commission
100 W Randolph St, 7-801
Chicago IL 60601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Certificate of Completion

**American
Safety Council**

DAN BARTON

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 4/28/2016

from the American Safety Council.


Jeff Palran

Village of Algonquin
PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION



In order for the Village of Algonquin to assist you with your Public Event, please fill out the information below and return to Diane LaCalamita at the Village Hall (2200 Harnish Drive) at least 60 days prior to the event. We will share this information with all relevant Village departments to better support your efforts.

Please be sure to fill out this application in its entirety – photo copy as needed. Please type or print legibly.

Official Name of the Event: The Society of St. Vincent DePaul Walk for the Poor

Sponsoring Organization:

Name: SVDP St. Margaret Mary Conference Contact Name: Steve Ludwig
Address: 111 S. Hubbard St.
City, State, ZIP: Algonquin, IL. 60102
Phone: 847.344.9125 Email: svdp@svdpusa.net

Event Coordinator:

Name: Steve Ludwig
Home Address: 9 Division St.
City, State, ZIP: Algonquin, IL. 60102
Phone: Same Email: Same

Event Information:

Describe the Nature of the Event: The event is held by the international society, as a whole during, this time of year. It is a primary fundraiser to support our humanitarian effort in serving the poor of the community. The event consists of walkers who have garnered sponsorship for walking a 5K course on this date. It is very low key; walkers only, and is slated to end by late morning, posing very little disruption to the neighborhood or community, yet providing great funding for the needy of our community. The event will begin in the parking area of St. Margaret Mary Church on S. Hubbard Street, process down S. Hubbard to the regional Prairie Trail at Shuett St. The walkers will continue down the bike trail to the Village access point of Riverwoods Dr. Walkers will perform a turnabout and return to the church via the same pathway. Walkers are provided pre and post even non-alcoholic beverages and light snacks. There is no real event on St. Margaret Mary property other than staffing, check in, and check out. Monies generated go directly to serve the needy of Algonquin and Lake in the Hills.

New Event _____ Repeat Event X If repeat, what will be different this year? Nothing

Event Location (include street address): St. Margaret Mary Church and associated walking path.

Date(s) and Time(s) of the Event: September 15, 2018

Rain Date(s): September 22, 2018

Set-Up Date/Time: September 15th, 6AM

Maximum Number of Attendees/Participants at a Given Time: 120

Admission Fee: yes _____ no X If yes, list fees to be charged: _____

How will the revenue be used (to include donations to non-profit or charitable organizations): Revenue is utilized directly in one on one service to the poor of our community. The society is based in coming alongside those in need, providing for there essential services (food, clothing, shelter, utilities; whatever the immediate need might be), and coaching them in public services available to them, ways in which they can work to improve their ability to provide for themselves and journey with them with a spiritual commitment to let them know they are not alone.

Event Website: www.svdpusa.net

Event Details:

- Describe provided security, including who will be providing the security (name and contact information), hours, and a detailed security plan: Due to the passive nature of the event, we plan on providing adult crossing guards at all public road intersections (all side streets), as well as occasional watering stations. Both of these items are noted in the attached site plan. As we try to commit as much of the earnings directly

to the poor, our goal is to keep the event safe, while keeping the overhead costs as low as possible. We believe the vent will be no more dramatic and a typical school day crosswalk effort. Volunteers will be staged along the course with cell phone access should any issues arise.

- Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: Again, due to the size of the event, parking will not be an issue. As we are affiliated with, and have approval from St. Margaret Mary Church, the parking areas at the church will be sufficient for this event. Parking will have no impact on the neighborhoods or roadways adjacent.
- Will there be a need for road closures? Yes _____ No X *If Yes, please explain:* _____

1

- Are you requesting Algonquin Police Officer(s) presence? Yes _____ No X *If Yes, to perform what function?* _____
- Do you want a fire truck or ambulance present? Yes _____ No X *If Yes, which one and for what hours?* _____
- Are you wishing to post temporary sign(s) announcing the event? Yes _____ No X *If Yes, please describe including desired size, location(s) and dates that the signage will be displayed:* _____

- Do you wish to serve alcoholic beverages? Yes _____ No X *If Yes, please elaborate:* _____

- Do you have DRAM Shop Insurances for the sale/consumption of alcohol? Yes _____ No X *If Yes, attach a copy of the policy.*
- Will you have live entertainment (e.g. bands, D.J., amplified sound, etc.) Yes _____ No X *If Yes, please describe type, band(s) name(s), hours of performance and if there will be a stage:* _____

- Do you have any other special needs or request for this event? (Physical set-up assistance, waste removal, portable toilets/hand washing stations, electricity, generator, running water, tent(s), McHenry or Kane County Health Department Permits, Village inspections, etc.): No
- Do you plan on holding a raffle during this event? Yes _____ No X

Name of on-site contact during the event (please print): See above

On-site contact cell number: _____

On-site contact work number: _____

On-site contact home number: _____

Affidavit of Applicant:

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c), no sex offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials,

employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.

Steven R. Ludwig
Signature of Applicant

7-26-17

Date

Society of St. Vincent DePaul Walk for the Poor



Water Stations Will Be Added If Temps Exceed 90 Degrees

Staff To Direct Turn Around



Village of Algonquin
PUBLIC EVENT APPLICATION

A. Application Information (Groups, Organizations, etc.)

B. Sponsoring Organization: Environmental Defenders of McHenry

County _____

Address: ~~XXXXXXXXXXXX~~ _____

City, State, Zip: Woodstock IL 60098

Phone: ~~XXXXXXXXXX~~ _____

2. Name of Contact Person: Cynthia Kanner

Address: ~~XXXXXXXXXXXX~~ _____

City, State, Zip: Algonquin

Daytime Ph: ~~XXXXXXXXXX~~ _____

Evening Ph: _____

C. Application Information (Individual Applicant)

1. Full Name: Cynthia Kanner

2. Home Address: ~~XXXXXXXXXXXX~~ _____

City, State, Zip: Algonquin IL 60102

3. Home Ph: ~~XXXXXXXXXX~~ _____

Daytime Ph.: _____

D. Special Event Information:

1. Date(s) of Event: Saturday, September 15, 2018

2. Time(s) of Event: 1 to 4PM

3. Duration of Event: 3 hours

4. Location of Event: Cornish Park

5. Name of Event: It's Our River Day

6. Maximum Number of Attendees/Participants at a Given Time: 100

7. Describe the Nature of the Public Event: River clean up - annual

8. Describe Provided Security, including who is providing the security, hours, and a detailed security plan:

9. Describe Parking or Traffic Control, including the location of extra parking and the # of spaces allocated, and how overflow parking will be handled: Public parking area/street parking

D. Affidavit of Applicant:

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 430 ILCS 85/2-20, no child sex offenders or persons convicted of a felony in the past five years or convicted of any offense under Article 9 (Homicide) of the Illinois Criminal Code are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.



Signature of Applicant

August 9, 2018

Date

FOR INTERNAL USE ONLY:

Copy of Application Sent to: Village Manager, Police Department, Public Works, Fire District



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: Monday, August 20, 2018

TO: Mr. Robert Mitchard, II

FROM: Mr. Shawn M. Hurtig

SUBJECT: *Letter of Recommendation – Construction Contract
Creeks Crossing Park & Drainage Improvements (VoA16-05-16A)*

This memo is to advise you of the recommendation I have for the bids on the **Creeks Crossing Park & Drainage Improvements (VoA16-05-16A)** project that the Village of Algonquin is proposing. Each bid was reviewed to ensure conformance with the bid specifications (certification, security, cost, etc.). With that I have the following comments and recommendation.

Bids

In total 4 firms submitted a bid by the deadline of 8-14-18 @ 11AM, below is a summary.

<u>FIRM</u>	<u>Read Total</u>	<u>Calc. Total</u>	<u>Matched</u>	<u>SECURITY</u>	<u>CERT</u>	<u>ECO</u>
V3	\$880,500.00	\$880,500.00	YES	5% Bid Bond	YES	YES
Encap	\$685,903.60	\$685,903.60	YES	5% Bid Bond	YES	YES
Copenhaver	\$1,074,176.00	\$1,074,176.00	YES	5% Bid Bond	YES	NO
Applied Ecological	\$930,370.96	\$930,370.96	YES	5% Bid Bond	YES	YES

Average Cost	\$892,737.64		
Full Bid Results Spread	\$388,272.40	57%	Max \$ to Min \$Difference
Difference Avg to Lo	-\$206,834.04	-23%	Reduction in \$ from Low to Avg
Difference Avg to Hi	\$181,438.36	20%	Increase in \$ from Avg to Hi
3 Low Total Bid Average	\$832,258.19		
3 Low Total Bid Spread	\$244,467.36	29%	3 Low Bid Spread

Engineers Estimate of Probable Cost	\$965,032.30	-14%	Increase in \$ from 3 Low bid to EEOC
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Village Budgeted Amount	\$900,000.00	-8%	Increase in \$ from 3 Low bid to EEOC
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Analysis

Per the bid requirements, all firms submitted a cost based on 49 line items. This project has an above average cost spread, as there is 57% cost difference from the max and min bids received. The 3 low bids fell within 29% of each other, thus indicating that pricing by serious bidders was competitive. Further investigation by line item indicates that only 3 items (bidder average of unit price) fall outside of standard range when compared to the engineers opinion of probable cost, thus showing good consistency within the project pricing.

Budget Information:

This project has an engineer's estimate of cost and all 3 of the low bids came in below that cost at rate of 14%. This project is budgeted in the Park Improvement Fund Code 06900300-45593 in the amount of \$900,000.00, which is 8% higher than the 3 low bid averages, and providing over \$200,000.00 in cost cushion from low bidder total.

Recommendation

The Village has worked directly and indirectly with Encap numerous times over the last 5 years. They are a well-established and respected firm within the ecological restoration construction arena. This project fits their strong points and their submittal provided all the necessary and required information, including having a seasoned senior ecologist on staff. It is for those reasons, and the analysis conducted, that I recommend Encap, Inc. for award in the amount of \$685,903.60 for the subject project contract. Please confirm this recommendation so that I may prepare the award and contract.

Projected Project Schedule (2018)

7/16 – Notice to Bidders **(Completed)**
8/14– Bid Opening **(Completed)**
8/22 – Bid Recommendation for Committee of the Whole **(Pending)**
8/28 – Committee of the Whole Approval **(Pending)**
8/30 – Prepare Contract Signature Documents
9/4 – Village Board Approval
9/17– Awarded Contractors Contract & Insurance Due

10/1 – Start of Construction
5/1/19 – Completion of Construction



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: August 23, 2018

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: Bid Award – Crystal Creek Restoration

On Tuesday, August 21, 2018, bids were opened for Crystal Creek Restoration. This project stems from construction of the Western Bypass. As part of that project, IDOT did not complete all the work that was shown on the bypass plans as it pertained to the Crystal Creek realignment and restoration, and they also installed some of the features inadequately. The Village noted this in our many punch list inspections and met with IDOT to get them to finish the work and make the proper corrections, which they refused to do. Instead, IDOT agreed to give the Village \$50,000 to put towards the uncompleted work.

This contract involves getting the creek items repaired and finished as well as making other needed improvements to portions of the creek that IDOT was not responsible for in the Western Bypass project. Several significant rain events have occurred since 2015 that have caused severe erosion to the banks of the creek. This erosion is now threatening to undermine the McHenry County Prairie Trail as well as encroaching further and further into Towne Park. To help mitigate these issues, this restoration project involves installation of stone toe protection, re-grading of some of the creek banks, in stream features such as j-hooks and check dams that force the water flow to the center of the creek channel so it does not wash out the side slopes, and installation of native seed.

Four bids were received on this project. Copenhagen Construction was the low bidder at \$246,959.00. However, they do not meet the pre-qualification specifications that are called out in the bid. The specification specifically says that “the general contractor performing work in this contract must have a degreed ecologist, who has knowledge in streambank restoration and restoration ecology, on staff who has worked for said company for at least 2 years”. Copenhagen’s bid proposed using a hired sub-contractor that does not work for their company. The hired sub-contractor’s resume does not show a degree specifically in ecology. Due to the specialized nature of this project, we feel that it is critical that this specification be met. Therefore, we are suggesting approval of the second low bidder on the project which is Semper Fi Land Inc., out of Yorkville, IL at a price of \$279,538.00.

This company has an impressive resume of similar projects as the Crystal Creek Restoration. Their staff has over 14 years of experience managing and constructing different natural area restoration and stabilization projects as well as degreed ecologists. Their references were contacted, all providing positive feedback in regards to working with this company.

This project was budgeted in the Street Improvement Fund at a cost of \$370,000.00. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of Semper Fi Land, Inc. to construct the Crystal Creek Restoration Project at the bid price of \$279,538.00.

Bid Tabulation

Crystal Creek Restoration

Date: 8/21/2018 Time: 10:00am
Attendees: Michelle Weber, Michele Zimmerman, Matt Bajor

Name of Company	Address	Signed	Check/Bond	Lump Sum Bid Amount
V3 Construction Group	7325 Jones Ave. Woodridge, IL 60517	Yes	Bond	\$372,000.00
Copenhaver Construction	75 Koppe Dr. Gilberts, IL 60136	Yes	Bond	\$246,959.00
Semper Fi Land Inc.	1215 Deer St. Yorkville, IL 60560	Yes	Bond	\$279,538.00
Cardinal State	543 Blackhawk Dr. Lake in the Hills, IL 60156	Yes	Check	\$330,984.60



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: August 23, 2018

TO: Tim Schloneger, Village Manager

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Construction Management Services – Crystal Creek Restoration*

Attached you will find a copy of the agreement with Applied Ecological Services, Inc. for construction management services in the amount of \$20,000.00 for the Crystal Creek Restoration Project. Construction management services for this project were passed as part of the 2018–2019 FY budget in the amount of \$40,000.00. Money for this service is coming out of the Street Improvement Fund. Construction for this project involves the installation of stone toe protection, re-grading of some of the creek banks, in stream features such as j-hooks and check dams, and installation of native seed.

Applied Ecological Services was the design engineer for this project. They also designed the Crystal Creek Realignment and Restoration plans that were incorporated into the Western Bypass project. They are familiar with all aspects of this creek and how it functions and are, therefore, highly qualified to oversee this job.

Thus, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of construction management services for Crystal Creek Restoration to Applied Ecological Services, Inc. for \$20,000.00.

Consulting Proposal and Agreement

Project Information

Project Name: Crystal Creek Construction Oversight
AES Project Number: 18-0683
Branch: West Dundee, IL

August 22, 2018

Michele Zimmerman
Assistant Director of Public Works
Village of Algonquin
110 Meyer Drive
Algonquin, IL 60102

Re: Agreement and Authorization for Services by Applied Ecological Services, Inc. (AES) for Village of Algonquin, Illinois.

Dear Michele,

Thank you for the opportunity to provide this proposal for services related Crystal Creek Construction Oversight. For your review, we have enclosed our scope of work based on our understanding of your request for services.

We are confident you will find that AES provides exceptional expertise, service, and value, and we look forward to working with you on this project. Please call with any questions regarding this proposal and supporting documents.

Once reviewed and signed, please return this Agreement according to the instructions on the signature page.

Sincerely,



William W. Stoll
120 West Main St.
West Dundee, IL 60118
Office: 847-844-9385
Cell: 773-507-0983
bill@appliedeco.com

I. SCOPE OF WORK

Task 1. Construction Oversight

AES will provide construction oversight during the Crystal Creek Restoration project being implemented by Semper Fi Land, Inc. The anticipated project start date is late September 2018 and is expected to take approximately 4 weeks to complete with the potential for plant installation in spring 2019. AES staff (Senior Ecologists and Landscape Architects) will be present for 4-6 hours each day during construction activity. AES also anticipates attending a construction kickoff meeting and various project status meetings as requested. When appropriate, AES will provide meeting minutes and/or memos to document issues and change orders that may arise during construction. Construction oversight will be conducted for the following:

- 1) Site Preparation (clearing/grubbing, tree removal, fencing, herbiciding, & tilling)
- 2) Earthwork (topsoil strip/respread, excavation, fill, fine grading, stone protection)
- 3) Erosion & Sediment Control (construction entrance, stream crossing, erosion blanket, siltfence, straw mulch)
- 4) Ecological Restoration (native seeding & planting)

Note: Construction Oversight will not extend into the 3-Year Management time period that is required for the project.

Product: Construction oversight services

Lump Sum Fee: \$20,000

Total Lump Sum Fee Task 1: \$20,000

Billing Information:

Total amount of contract: **\$20,000**

Payment:

- ☐ Estimated Fees
- ☐ Estimated Fees, Not-to-Exceed (per fee schedule, with not-to-exceed amount)
- ☒ Lump Sum (% complete, by project total)
- ☐ Lump Sum by Task (% complete by task, no hourly detail)
- ☐ Time and Materials

Special Billing Instructions: Not Applicable

Reimbursable Expenses:

- ☒ Reimbursable expenses are included in the fee.
- ☐ Reimbursable expenses are not included in the fee and will be billed per the fee schedule.

Receipts Required: ☐ Yes ☒ No

Meals Charged: ☐ Yes ☒ No

Per Diems Charged: ☐ Yes ☒ No

Enclosure(s)

Standard Terms and Conditions
Exhibit A: AES Rate Schedule

Signature Page on Next Page

Acceptance

In signing below, each party agrees to abide by all terms and conditions presented in this Agreement and the defined contents. Work will begin upon receipt of the signed authorization.

****PLEASE SIGN AND RETURN to Applied Ecological Services, Inc. An executed contract containing both signatures will be returned to you. This Agreement is not binding upon AES until executed by an officer of AES.**

Applied Ecological Services, Inc.

Signature:	Date:
Name:	
Title:	
P.O. Box 256, 17921 Smith Rd.	
Brodhead, WI 53520	
Phone: 608-897-8641	Fax: 608-897-8486
Email:	

Client:

Signature:	Date:
Name:	
Title:	
Company:	
Address:	
City, State, Zip:	
Phone:	Fax:
Email:	

Billing Address:

<input type="checkbox"/> Mark if same as above.	
Company:	
Name:	
Title:	
Address:	
City, State, Zip:	
Phone:	Fax:
Email:	

Notes:

1. This Agreement summarizes the information contained in the proposal and is necessary for acceptance of the contract. Along with the attached documents, including the Standard Terms and Conditions, this summary and signature page will define and govern the contract.
2. This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Standard Terms and Conditions

1. **Term and Termination.** These Terms and Conditions apply to the attached agreement and any subsequent agreements or changes to existing agreements for services between Applied Ecological Services, Inc. (hereafter AES) and the Client as defined in the agreement. Together these documents and any attachments constitute the Agreement.

1.1. **Termination.** Either party may terminate this Agreement, in whole or in part, at any time upon no less than fifteen (15) days written notice to the other party. In addition, AES shall have the right to suspend its provision of Services in the event Client defaults in timely payment for Services.

1.2. **Payment Upon Termination.** In the event of termination, all previous unpaid invoices submitted by AES to Client will be due and payable. AES will also be paid, under the terms of the Agreement, for any and all work performed and/or completed, and expenses incurred between the time period covered by the most recent invoice and the date of termination. Additionally, AES will be reimbursed on a time-and-expenses basis at AES' standard rates for all reasonable termination expenses including: the cost of completing analyses, records, and reports necessary to document job status at the time of termination; the cost to bring any site work to a safe and stable condition; and reasonable costs associated with untimely demobilization and reassignment of personnel and equipment.

1.3. **Transition Period.** In the event that this Agreement is terminated by either party, Client may require AES to continue any or all activities as described in the Agreement to allow for a reasonable transition period. This work would be conducted under the terms of this Agreement, which will remain in force until the transition period is completed.

2. **Invoicing and Payment.**

2.1. **Invoicing/Payment Term.** AES shall invoice Client for Services performed on a periodic basis, usually monthly. Upon receipt of an invoice from AES, Client shall have thirty (30) days from the date of the invoice to pay the amount due, or to notify AES in writing of a bona fide dispute asserted in good faith as to one or more of the invoiced items. Unless otherwise provided, all Services, equipment, and materials furnished by AES shall be at the rates specified in AES' Rate Schedule, attached hereto as **Exhibit A** and incorporated by reference herein. The AES Rate Schedule may be modified by AES by written notice to Client. Deposits paid according to the terms above will be applied to the final invoices under this Agreement.

2.2. **Taxes.** All charges are net of any applicable taxes (except income and payroll taxes). Any additional costs due to applicable taxes will be reimbursed by Client. Sales tax, if applicable, will be added upon invoicing.

2.3. **Currency.** All fees are stipulated in U.S. Dollars and must be paid to AES in U.S. Dollars.

2.4. **Method.** Payments to AES shall be made via Automated Clearing House (ACH) to AES' bank account using the information below. Please include invoice number(s) in remittance correspondence. If unable to make payments via ACH, checks made payable to "Applied Ecological Service, Inc." can be mailed to P.O. Box 256, Brodhead, WI 53520. Please indicate the AES invoice number(s) in check memo.

Bank Name: **The Bank of New Glarus/Sugar River Bank Branch**
Bank Address: **2006 1st Center Ave, Brodhead, WI 53520**
Routing Number: **075903912**
Checking Account Number: **200142519**

2.5. **Prevailing Wages.** Unless specifically set forth in the applicable Letter Agreement, Client represents that prevailing wages are not required for any of AES' Services under this Agreement. However, should AES be required to pay prevailing wages, Client will pay AES the increased costs associated with the applicable prevailing wage rates, including any penalties, back wages, and administrative expenses.

3. **Liens.** AES reserves the right to place or file liens on the Client's property if payment for work or Services performed is not made in a timely fashion, subject to compliance with applicable laws. Advance notices of lien rights with respect to an applicable project may be provided as an attachment to this Agreement.

4. **Confidentiality.**

4.1. **Definition and Exceptions.** For purposes of this Agreement, information shall be considered confidential if it is of a type generally understood to be confidential, or if the disclosing party specifically notifies the recipient party in writing, whether by labeling materials reflecting such information as "CONFIDENTIAL" or otherwise unambiguously informing the recipient party (hereinafter, "Confidential Information"). Such Confidential Information includes, but is not limited to, research, product plans, products, services, customers, markets, ideas, concepts, discoveries, techniques, specifications, methodologies, models, flow charts, data, software, developments, inventions, processes, designs, drawings, marketing plans, sales information, and financial information, and any information that constitutes a trade secret under the Uniform Trade Secrets Act or similar laws. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is already known to the recipient as

shown by written records in its possession at the time such information is received; (ii) is already part of the public domain at the time of disclosure, or subsequently becomes part of the public domain through no fault of the recipient; (iii) is obtained on a non-confidential basis from a third party who lawfully disclosed the same to the recipient; or, (iv) is independently developed by an employee or consultant of the recipient who had no knowledge of or access to the information.

4.2. Nondisclosure of Confidential Information. During the term of this Agreement and for a period of three (3) years following termination, each party agrees to keep Confidential Information provided to such party by the other party in strict confidence and not to use any such Confidential Information other than in connection with the transactions contemplated by this Agreement, without the prior written consent of the other party. In addition, each party agrees not to misappropriate or threaten to misappropriate any trade secret information received, or any part thereof, for as long as such information remains a trade secret. Notwithstanding the foregoing, this Agreement shall not apply to the extent that information is subpoenaed or otherwise required by law to be disclosed by the recipient party, provided the recipient party shall use its best efforts to inform the disclosing party of any demand for such disclosure as soon as such demand is made, in order to allow the disclosing party the opportunity to seek protective relief.

4.3. Use of Project Information. Client agrees that AES may use Client's name and a general description of projects as a reference for other prospective clients, provided that no Confidential Information is disclosed.

5. Ownership of Work Product.

5.1. Work Product. All drawings, specifications and other documents and electronic data furnished by AES to Client under this Agreement ("Work Product") are deemed to be Instruments of Service, and AES shall retain the ownership and property interest therein, including the copyrights thereto.

5.2. Client's Limited License. Upon Client's payment in full for all work performed under this Agreement, AES shall grant Client a limited license to use the Work Product in connection with Client's occupancy or possession of the applicable project, and the drawings, specifications and other documents prepared by AES for the project may be retained by Client. Client may make changes, additions, and deletions to the applicable project design, in whole or in part, conditioned on Client's express understanding that such use of the Work Product is at Client's sole risk and without liability or legal exposure to AES.

5.3. Use. Any documents generated by AES are for the exclusive use of Client. Any use by third parties or use beyond the intended purpose of the document will be at the sole risk of Client unless otherwise agreed upon by AES in writing. If Client uses the design materials on any project other than the Project for which it was developed (a "Subsequent Use"), Client agrees that it shall do so at its sole risk and without liability or legal exposure to AES. Client further agrees that it shall defend, indemnify and hold harmless AES from and against any and all claims, damages, liabilities, losses and expenses, including reasonable attorney's fees, arising out of or resulting from such Subsequent Use.

6. Insurance.

6.1. Coverage. At all times during the term of this Agreement, AES shall, at its own expense, maintain insurance coverage of the kind and in the minimum amounts listed in **Exhibit B**.

6.2. Waiver of Subrogation. To the extent possible, any of the parties' insurance policies provided under the provisions of this Agreement, or which may be used in relation to this Agreement, shall contain waivers of subrogation in favor of the other party, by endorsement or otherwise, it being the intent of the parties that the insurance policies shall protect both parties. The parties release each other from liability covered by the insurance for which subrogation is waived.

6.3. Additional Coverage. Upon advance written notice, AES shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by Client in connection with the ongoing nature of operations and changes in exposure, but only to the extent the insurance is commercially available, and provided Client pays the cost of said coverage.

6.4. Notice of Cancellation. The above-required insurance shall be maintained by AES during the term of this Agreement, and shall not be canceled, altered, or amended by AES without thirty (30) days advance written notice to Client.

7. Limitation of Liability. With respect to any claim covered pursuant to the terms and conditions of AES' liability insurance policies carried pursuant to this Agreement, Client agrees that AES' total liability for acts, omissions, or damages, shall not exceed the available limits of coverage as set forth in such insurance policies.

Notwithstanding any other term of this Agreement to the contrary, in no event shall AES, (or its employees, agents, successors, or assigns) be liable to Client or any third party claiming through Client for indirect, special, incidental, consequential, exemplary, or punitive damages of any nature (including damages for loss of revenue, profits, business interruption, loss of business information, loss of capital, loss of technology, loss of data, increased costs of operation, litigation costs and the like) whether based upon a claim or action in contract, tort (including negligence), or any other legal or equitable theory, in connection with the supply, use or performance of the Services provided by AES to Client, regardless of whether AES has been advised of the possibility of such damages or such damages were reasonable foreseeable.

8. **Indemnification.**

8.1. **AES' Indemnification of Client.** To the fullest extent permitted by law, AES shall indemnify and hold harmless the Client, its officers, directors, employees or agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on a project subject to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) but only to the extent caused by the negligent acts or omissions of AES, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by a party indemnified hereunder.

8.2. **Client's Indemnification of AES.** To the fullest extent permitted by law, Client shall indemnify and hold harmless AES, its officers, directors, employees or agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on a project subject to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Client, its subcontractors (other than AES), anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by a party indemnified hereunder.

9. **Independent Entities.** Client and AES are independent entities, and nothing in this Agreement or otherwise shall be deemed or construed to create any other relationship, including one of employment, joint venture, or agency.

10. **Dispute Resolution.**

10.1. **Direct Discussion.** If a dispute arises out of or relates to this Agreement or its breach, the parties shall use good faith efforts to settle the dispute through direct negotiation.

10.2. **Project Status During Dispute.** If the dispute does not result in the termination of the Agreement, AES shall continue providing Services during all dispute resolution proceedings. Client shall continue to make payments in accordance with this Agreement, except with respect to amounts in dispute in accordance with Section 2.

10.3. **Mediation.** If the dispute cannot be settled through direct negotiation, except with respect to a matter involving payment of an invoice, the parties shall engage in mediation prior to entering into litigation, and shall endeavor to resolve the dispute through the involvement of a neutral mediator. The Construction Industry Mediation Rules of the American Arbitration Association shall govern this process unless otherwise agreed. The costs of any mediation proceeding shall be shared equally by the parties. No legal action will be filed until mediation has concluded.

11. **Standard of Care / Warranties.**

11.1. **Standard of Care.** All Services provided by AES shall be performed by appropriately qualified personnel, properly licensed whenever required, and shall meet all standards of industry skill, care and judgment ordinarily expected in the locality where the Services are provided.

11.2. **Warranties.** Construction work performed by AES includes a one (1) year warranty on materials and workmanship. AES warrants that such work shall be free from material defects not intrinsic in the design or material required in the Agreement, if any. AES' warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the project was not intended, improper or insufficient maintenance, modifications performed by the owner or others, or abuse. AES warrants that all materials shall be new unless otherwise specified, of good quality, in conformance with the Agreement, if any, and free from defective workmanship. If within one year the Client does not promptly notify AES of defective work, the Client waives AES' obligation to correct any defective work as well as the Client's right to claim a breach of warranty with respect to that defective work. If any of the Services are eliminated, or if AES is not retained to perform subsequent phases, AES' responsibility will extend only to the Services it completes.

12. **Time for Performance.**

12.1. AES' Services will be performed according to the schedule specified in the Letter Agreement or related Attachments approved by Client and AES and incorporated into this Agreement.

12.2. If the Services to be performed by AES are interrupted, disrupted, suspended, or delayed for any reason beyond the reasonable control of AES, the schedule of work and the date for completion will be adjusted accordingly. AES will be compensated for all reasonable increased costs resulting from such interruption, disruption, suspension, or delay.

13. Miscellaneous.

13.1. Entire Agreement. This Agreement and any Attachments which are or may be made a part thereof, constitute the entire agreement between the parties regarding the subject matter thereof, and all agreements, representations, promises, inducements, statements and understandings, made prior to or contemporaneous with this Agreement, written or oral, are superseded by this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of the parties hereto. No other act, document, usage or custom shall be deemed to modify this Agreement.

13.2. Governing Law and Jurisdiction. This Agreement shall be deemed to be an Agreement made under the laws of the State of Wisconsin, and for all purposes it, plus any related or supplemental exhibits, schedules, documents, or notices, shall be construed in accordance with and governed by the laws of such state. Both parties agree that the federal and state courts located in Wisconsin are an appropriate venue for any dispute between the parties, and both parties hereby submit to the jurisdiction of such courts. **CLIENT AND AES WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE BETWEEN THE PARTIES.**

13.3. Construction / Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing the instrument to be drafted. The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any section or provision hereof.

13.4. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, if either party is prevented from performing any of its obligations hereunder by laws, orders, regulations or directions of any government having jurisdiction over the parties hereto, or any department, agency, corporation or court thereof, or by war, act of public enemies, strikes or other labor disturbances, fires, floods, acts of God, or any causes of like or different kind beyond the reasonable control of either party, then such party shall be excused from any failure to perform any such obligation to the extent such failure is caused by any such law, order, regulation, direction or contingency.

13.5. Severability. Each provision contained herein is severable from the Agreement and if one or more provisions are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

13.6. Notices. All notices pursuant to this Agreement shall be in writing and shall be given by certified mail or personal delivery (including overnight mail by private carrier) to the address set forth on the signature page to this Agreement, or to such other address as may be subsequently provided by written notice given in accordance with this section. Such notices shall be deemed given when delivered (including by overnight mail by private carrier) or, if by mail, effective when deposited in the U.S. Mail certified with return receipt requested, postage prepaid.

13.7. Attorneys' Fees. In the event either party shall be the prevailing party in any suit for damages for breach of this Agreement, including nonpayment of invoices, or to enforce this Agreement, or to enjoin the other party from violating this Agreement, such party shall be entitled to recover as part of its damages its reasonable legal costs and related expenses, including attorneys' fees, in connection with bringing and maintaining any such action.

13.8. Successors and Assignees. This Agreement will be binding on AES and Client, and their successors, trustees, legal representatives, and assigns. Neither party may assign or transfer any rights, responsibilities, or interest in this Agreement without the written consent of the other party and any attempt to do so without such consent may be void, provided, however, in the case of an assignment by AES to an affiliate controlled by or under the common control of AES, Client's consent will not be unreasonably withheld. Nothing in this section will prevent AES from employing subcontractors or subconsultants to assist in the performance of Services under this Agreement.

13.9. Waiver. The failure of either party in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement, or the waiver by either party of any breach of the terms or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

13.10. Survival. All obligations of Client regarding amounts owed to AES and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement.

13.11. Exhibits and Attachments. All Exhibits and Attachments are incorporated and made part of this Agreement for all purposes.

13.12. Counterparts / Signatures. This Agreement may be executed in one or more counterparts (transmitted by facsimile or PDF electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXHIBIT A

RATE SCHEDULE

PROFESSIONAL TITLE	RATE
Principal Ecologist	\$ 190.00 - 250.00/hour
Principal Ecotoxicologist	\$ 130.00 - 185.00/hour
Principal Environmental Engineer	\$ 130.00 – 180.00/hour
Senior Communications Consultant	\$ 170.00/hour
Senior Ecologist	\$ 110.00 - 160.00/hour
Senior Engineer	\$ 110.00 – 160.00/hours
Senior Geologist	\$ 180.00 – 200.00/hour
Senior Hydrologist	\$ 100.00 – 150.00/hour
Senior Landscape Architect/Planner	\$ 100.00 - 180.00/hour
Landscape Architect	\$ 90.00 – 120.00/hour
Staff Cartographer/GIS analyst	\$ 80.00 – 120.00/hour
Staff Ecologist	\$ 80.00 – 120.00/hour
Staff Engineer	\$ 100.00 - 150.00/hour
Staff Biologist	\$ 80.00 – 120.00/hour
Staff Ecological/Landscape Designer	\$ 80.00 – 120.00/hour
Associate Ecologist	\$ 85.00/hour
Associate Ecological/Landscape Designer	\$ 75.00/hour
CADD/GIS Draftsperson	\$ 70.00 - 95.00/hour
Technical Assistant	\$ 60.00/hour
Clerical	\$ 60.00/hour
OTHER SERVICES	
Construction Oversight	\$ 80.00-120.00/hour
Technical Writing	\$ 100.00/hour
Automated Data Compliance/Processing	\$ 35.00/hour
EXPENSES	
Transportation mileage	\$ 0.60/mile
Per Diem	\$ 50.00/person/day
Computer Plotting – Black and White	\$ 1.50/square foot
Computer Plotting - Color	\$ 3.00/square foot
Black and White Copies and Prints	\$ 0.10/page
Color Copies and Prints	\$ 0.25/page
11 x 17 prints – color	\$ 2.00/sheet
CD burning	\$ 1.00 each
DVD burning	\$ 5.00 each
Scanning – small document	\$ 0.10/page
Scanning – large document	\$ 3.50/square foot
GPS Equipment	\$ 200.00/day
Computer Processing	\$ 35.00/hour
Corporate Plane Air Fare	\$ 2.85/mile
Any additional services	Cost plus 15%

*Time spent providing testimony for legal proceedings will be billed at double normal hourly rate. Effective Jan 1, 2013



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: Thursday, August 23, 2018

TO: Mr. Robert Mitchard, II

FROM: Mr. Shawn M. Hurtig

SUBJECT: *Letter of Recommendation – Civil Engineering Ph. 2 Design Services*

I have reviewed the Proposal for the Phase 2 Design Engineering Services as indicated in the Request for Proposal (RFP) for the Souwanas Creek Reach 2 Improvement (VoA17-09-14A) project in the Village of Algonquin. This proposal was sent only to HR Green under your direction. The proposal was reviewed for compliance with the Request for Proposal. With that I have the following comments and recommendation.

The RFP was delivered to each company & contact listed below:

<u>Firm Name</u>	<u>First Name</u>	<u>Last Name</u>	<u>Street Address</u>	<u>Sub Address</u>	<u>City</u>	<u>State</u>
HR Green	Akram	Chaudhry	420 N. Front St	Suite 100	McHenry	IL

The following firm has responded:

<u>Firm Name</u>	<u>Price</u>	<u>Attach C</u>	<u>Attach D</u>
HR Green	47,250.00	Yes	Yes

Proposal Review:

Following is the criteria I used for my recommendation.

- 1) Reviewed each proposal for conformance to the RFP requirements:
HR Green had no comments or revisions to the RFP and presented a clean proposal that has conformed to all requirements.
- 2) Reviewed the cost of each proposal to meet the scope of services outlined in RFP:
The consultant made note of one alteration they made on the proposal. They have noted that all Easement & ROW Acquisition Documentation within the scope to Phase 2 services, will be handled under the scope of item 1M of the RFP. This is acceptable.

3) Reviewed the technical aspects of the proposals, including any sub-consultants:

HR Green was sent this request exclusively as they were the Phase 1 designer for the project. Additionally, they are the lead consultant on the adjacent Village roadway project (Scott, Souwanas, & Schuett) which involves the replacement of the existing corrugated metal pipe that takes Souwanas Creek under Souwanas Drive. As part of the roadway project they were required to utilize Applied Ecological Services to change the discharge angle of the creek from the proposed culvert. The Souwanas Creek Reach 2 project will continue that work and thus keep this project team together.

4) Other items:

None.

Budget Analysis

The Village budgeted \$50,000.00 in the Streets Improvement Fund code 04900300 - 42232 for this project. The proposal comes in under this budgeted amount.

Recommendation

Based on my analysis of the proposal and having worked with HR Green on several projects over the last few years, I am confident in their ability to complete the scope of the project. Therefore the recommendation is that **HR Green** be considered by the COTW in the amount of **\$47,250.00** . This cost is based on a Not to Exceed contract.

The project is scheduled for award by the Village Board on September 4th, 2018. Thus, the recommendation should go before the Committee of the Whole on August 28th, 2018.

Should you have any questions, comments, or concerns, please do not hesitate to contact me.