# AGENDA COMMITTEE OF THE WHOLE

June 16, 2020

#### **HELD REMOTELY DUE TO COVID 19**

- AGENDA -

7:45 P.M.

Pursuant to Governor Pritzker's Executive Order No. 2020-07 (COVID-19 Executive Order No. 5), Governor Pritzker has suspended certain rules of the Open Meetings Act – specifically the Executive Order permits remote public meetings. In light of the current COVID-19 public health emergency and the prohibition of public gathering of 10 or more, the Village Board has chosen to conduct the board meeting remotely. The following information is being made available to the public for the purpose of public participation in the spirit of transparency, and an open meeting process.

The complete Committee of the Whole meeting packet may be viewed online via the Village Board's link on the Village's website, <a href="www.algonquin.org">www.algonquin.org</a>. If you would like to listen and/or participate in the meeting, please go to <a href="https://zoom.us/j/98326966813">https://zoom.us/j/98326966813</a> or dial in (877)853-5257 or (888)475-4499 webinar ID 983 2696 6813. If you wish to submit any public comment, please contact the Deputy Village Clerk in advance of the meeting at 847-658-5609 or <a href="meetingcomments@algonquin.org">meetingcomments@algonquin.org</a>. You may also comment during the "AUDIENCE PARTICIPATION" portion of the meeting. After logging into the Zoom meeting, please raise your hand and you will be called on, if you are dialing in, dial \*9 to raise your hand. The Village will attempt to read public comments received prior to the meeting during the "AUDIENCE PARTICIPATION" portion of the meeting. Any comments received during the meeting, but after the "AUDIENCE PARTICIPATION" portion has ended, will be provided in writing to the Village Board members after the meeting. Remote meetings will be recorded for the purpose of accurate meeting minutes.

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

**President Schmitt** 

- 1. Roll Call Establish Quorum
- 2. Public Comment Audience Participation

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

- 3. Community Development
  - A. Consideration of a Final Plat, Final PUD and Special Use Permit for Land Near Southeast Corner of IL Rt. 62 and Compton Drive (Case No. 2019-18)
- 4. General Administration
- 5. **Public Works & Safety** 
  - A. Consider an Agreement with Engineer Enterprises Inc. for the Pressure Reducing Valve Professional Oversight Services
- 6. **Executive Session** 
  - A. Land Acquisition
- 7. Other Business
- 8. **Adjournment**



# VILLAGE OF ALGONQUIN COMMUNITY DEVELOPMENT DEPARTMENT

#### - MEMORANDUM-

DATE: June 11, 2020

TO: Committee of the Whole

FROM: Russell Farnum, AICP, Community Development Director

SUBJECT: Proposed 3-Lot Development, Route 62 east of Compton Drive

Nick Spallone, Car Wash Designers, on behalf of Nebojsa DuPor, owner/operator, has petitioned for approval of 3-lot development on the south side of Route 62 (Algonquin Road), just east of Compton Drive. The subject property is currently zoned B-2, General Retail and the proposed development is seeking preliminary and final plat approval for a 3-lot subdivision, preliminary PUD approval for each of the three lots, and Final PUD approval for Lot 3, the car wash. In addition, the developer is requesting Special Use Permits for the automotive car wash proposed on Lot 3, and the Goodyear tire store on Lot 2. The developer would have to return for Final PUD approval of Lots 1 and 2 once the final engineering, landscape plans and site plans are completed for those projects. The location of the land is shown on the map below.



The Planning and Zoning Commission held a public hearing on this proposal on December 9, 2019, and recommended approval with conditions by a vote of 5-0 (2 Commissioners absent). Since that time, the owner and his team have focused upon revisions correcting and addressing many of the conditions of approval and concerns brought forth by Staff.

The drawings and engineering plans before the Committee for this item are on their third revision since the PZC review, and Staff is confident all issues have been satisfactorily addressed, with some very minor corrections outlined in the accompanying review memos. Concurrence to move this petition forward for Board approval is recommended.

# Algonquin-Lake in the Hills Fire Protection District Fire District Memorandum



DATE: May 4, 2020

TO: Russ Farnum, Community Development Director, Village of Algonquin

FROM: Cory Pikora, Fire Prevention Director Algonquin- LITH FPD

RE: Case No. 2019 Final Plat PUD and Special Use Permit

Thank you for providing the final drawings for the purposed buildings at Route62 and Compton Drive.

The landscape plan calls for shrubs to be locate along the North wall of the car wash near the fire department connection. I would request the shrubs provide 3 feet of clearance to the fire department connection.

Should you have any questions on my comments, please feel free to contact me.

Cory Pikora
Fire Prevention Director
Algonquin-Lake in the Hills Fire Protection District



# VILLAGE OF ALGONQUIN PUBLIC WORKS DEPARTMENT

#### - MEMORANDUM-

DATE: May 14, 2020

TO: Russel Farnum, Community Development Director

CC: Michele Zimmerman, Asst. Public Works Director

Bob Mitchard, Public Works Director

FROM: Victor C Ramirez, P.E. Project Engineer (CBBEL)

SUBJECT: Case No. 2019-18. PW Staff Review #3

Compton Drive/Rt. 62 Development

The Public Works review team has reviewed the revised plans for the development dated 4/22/2020. Include in that submittal are:

- 4/22/20 Terra Consulting Group Response to comments letter
- 3/30/20 IDOT Review comments
- 4/22/20 Final Engineering Plans
- 4/17/20 Traffic Impact Study
- 4/22/20 Stormwater Report
- 4/22/20 Landscape plans

#### Our comments are as follows:

#### Utilities:

# 1.) Water:

- The watermain configuration is consistent with the previous modeling and direction provided to Terra Group. All of the new watermain along Rt. 62 must be 12" diameter. There are some notes on C-7 indicating 8".
- The watermain valves must be resilient wedge gate valves and not butterfly valves.
- The oversizing of the watermain that would benefit other properties may be eligible for recapture. Staff will work with Terra Group and the owner to determine the eligible costs and benefitted properties.
- Watermain easements dedicated to the Village of Algonquin need to be shown on the subdivision plat for all watermain improvements, including fire hydrants, and excepting the services to the buildings.

# 2.) Sanitary sewer:

- Staff acknowledges the realignment offsite and note regarding survey work on hold pending Covid 19 reduced restrictions.
- Staff would prefer a more conventional alignment along the frontage road beginning at the west property line, thence south along the east property line, thence offsite to the Magenta connection. Services to be to the frontage road main line. The future property to the west would be better served and future maintenance easier. Terra Group will need to analyze the feasibility of this route. The sanitary sewer main in this alignment would become a public sewer main, be a minimum of 8", and require dedicated sewer easements to the Village of Algonquin. It appears there is sufficient room between the frontage road pavement and the RT.62 ROW to keep it outside the impervious frontage road and maintain 10' separation.
- There is a need for an inspection manhole outside the buildings for each sanitary sewer service. By providing this, the connection to the main line does not require a manhole and can be a wye connection.
- A triple basin grease interceptor will be required for sewer discharge treatment for both buildings.

# 3.) Storm sewer/drainage/detention:

• The Village prefers that the stormwater detention basin be installed with turf grass and not naturalized.

#### Traffic:

1.) Staff acknowledges IDOT review letter comments and outstanding issues to be addressed.

# Landscaping:

- Please meet the Village's requirements for diversity of deciduous shade trees; no more than 20 percent of any Genus, nor 10 of any species.
- Pear trees are suffering large losses locally due to fire-blight. Staff suggest not
  planting these. They are also on the verge of being deemed as an invasive
  species.
- Red Maple does not do well outside of groupings. Perhaps a Freeman Maple variety would be better.
- Scotch Pines locally have become generally extinct due to the prevalence of pine wilt. Staff recommends a change to a species not impacted by this disease.
- The tree preservation ordinance memo previously submitted noted 759.5 inches of loss of shade trees on this site. The new landscape plan calls for installing 195 inches back on site (although we do not know when the second site will be constructed?). This decreases the reforestation fee to \$60,050 for the proposed project.

# Overall:

1.) Staff acknowledges receipt of an overall conceptual plan.



## CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

May 19, 2020

Village of Algonquin 2200 Harnish Drive Algonquin, IL 60102

Attention: Russ Farnum, Director of Community Development

Subject: Southeast Corner of IL Route 62 & Compton Drive – SECOND REVIEW

Algonquin Case No. 2019-18

(CBBEL Project No. 07-0272.00121)

#### Dear Russ:

We have reviewed the following documents related to the aforementioned project:

- Final Engineering Plans prepared by Terra Consulting Group, Ltd. bearing a revision date of April 22, 2020
- Stormwater Report prepared by Terra Consulting Group, Ltd. bearing a revision date of April 22, 2020
- Comment Response Letter to Public Works and CBBEL comments prepared by Terra Consulting Group dated April 22, 2020
- Overall Concept Plan prepared by an unknown author with no revision date
- Photometric Plan prepared by PG Enlighten bearing a revision date of April 16, 2020
- Electrical Site Plan prepared by Neri Architects bearing a revision date of April 22, 2020
- Various Lighting Catalog Cuts
- Architectural Plans prepared by Neri Architects bearing a revision date of April 22, 2020
- Landscape Plans prepared by Neri Architects bearing a revision date of April 22, 2020
- Plat of Subdivision prepared by Land Surveying Services, Inc. bearing a revision date of April 22, 2020
- IDOT Review Letter dated March 30, 2020
- Traffic Impact Study prepared by KLOA bearing a revision date of April 17, 2020
- Geotechnical Report prepared by G2 Consulting Group bearing a revision date of October 24, 2019 PREVIOUSLY SUBMITTED
- ALTA/NSPS Land Title Survey prepared by Land Surveying Services, Inc. bearing a revision date of September 13, 2019 PREVIOUSLY SUBMITTED

The following deficiencies need to be addressed before Christopher B. Burke Engineering, Ltd. can recommend approval of final engineering to the Village:

#### FINAL ENGINEERING PLANS

## Sheet C-2

1. **PREVIOUS COMMENT NOT ADDRESSED.** The use of mastic joints for the proposed storm sewer in STORM SEWER note 3A shall be deleted from the note.

# Sheet C-4

- 2. There is a proposed sidewalk segment that leads from the north side of the car wash exit drive to the east-west access road. There is no curb depression on the access road and no continuation of the walkway towards Illinois Route 62. Is this segment of sidewalk needed or required?
- 3. The engineer shall reevaluate the need and placement for the stop sign and bar on the eastbound access drive at the intersection with the access drive to Illinois Route 62. It creates an awkward vehicle movement where outbound vehicles from the car wash stop immediately after stopping after exiting the car wash. It may be needed in the future when development occurs to the east and vehicles will be entering from Route 62 and turning eastbound, but not now. The stop sign and bar are also located after, not before, the sidewalk segment noted above.

# Sheet C-6

- 4. PREVIOUS COMMENT PARTIALLY ADDRESSED. The noted upper invert for the Existing Manhole should be revised to 848.38 in the SANITARY SCHEDULE to be consistent with the rest of the plan elevations (typical to sheets C-6 and C-8). We acknowledge the response from the engineer that the routing has changed, and additional information shall be obtained in the field when possible.
- 5. The information for sanitary items 11 and 12 should be removed from the table as the correct information is found on sheet C-8. The note within the box referencing off-sheet work should be revised to note items 7 thru 12 are found on sheet C-8.
- 6. The routing of the sanitary sewer main should be revised such that it parallels the "east" property line of the site and the proposed watermain to the proposed frontage road. From there, the main should provide for a connection to the east and an extension to the west to provide service for the three lots. The three buildings should discharge to the new east-west main unless the car wash requires its service line to exit the building where presently indicated. Inspection manholes for the two buildings shall be provided and their connections to the mains can be made with wyes.
- 7. If the revision to the sewer routing cannot be changed and must remain as presented, then the slope of sanitary item 18 shall be revised to 11.90% if the given upstream and downstream inverts are held.
- 8. If the revision to the sewer routing cannot be changed and must remain as presented, then the slope of sanitary item 23 shall be revised to 13.00% if the given upstream and downstream inverts are held.

- 9. The dual bends on the water service for the car wash building are not called out on the plan sheet.
- 10. The noted length of item 16 in the WATER SCHEDULE shall be revised to 40 feet to match the physical depiction.
- 11. The noted length of item 31 in the WATER SCHEDULE shall be revised to 140 feet to match the physical depiction.
- 12. The noted length of item 35 in the WATER SCHEDULE shall be revised to 60 feet to match the physical depiction.
- 13. The noted length of item 41 in the WATER SCHEDULE shall be revised to 80 feet to match the physical depiction.
- 14. The noted length of item 45 in the WATER SCHEDULE shall be revised to 50 feet to match the physical depiction.
- 15. The noted length of item 73 in the WATER SCHEDULE shall be revised to 87 feet to match the physical depiction.

## Sheet C-7

16. PREVIOUS COMMENT PARTIALLY ADDRESSED. The Village staff is verifying that the existing watermain stub is 8 inches in diameter. Village atlas information indicates that watermain to the west is 12 inches in diameter and the Village desires to install a 12" main from Compton Drive to Russel Road. Additional existing main may need to be removed and replaced with larger diameter pipe. The specified pipe diameter for watermain items 12 thru 15 shall be revised to 12 inches from 8 inches.

#### Sheet C-8

- 17. The proposed sanitary sewer segment 12 is scheduled to have a slope of 10% and be installed down a slope. We recommend the pipe joints be reinforced with upgraded gaskets or exterior retainer glands to prevent pipe separation. We also recommend that the pipe be braced or anchored along its length to prevent the segment from slipping as a single unit.
- 18. The engineer shall verify the length and slope of sanitary pipe segment 8. We calculate the values as 160 LF and 1.07% versus the values specified.

#### **PLAT OF SUBDIVISION**

- 19. PREVIOUS COMMENT PARTIALLY ADDRESSED. The surveyor shall provide the language or provisions for the Access Easement to be dedicated unless they will be contained within a separate agreement that will be recorded against the property. The word "for" is misspelled in the 4<sup>th</sup> line and the word "City" shall be changed to "Village" in the 5<sup>th</sup> to last line of the newly added Access Easement Provisions.
- 20. PREVIOUS COMMENT PARTIALLY ADDRESSED. The plat only shows that one concrete monument will be set at the southeast corner of the subdivision. The second

required monument will need to be identified on the plat. The newly added symbol for the monument at the NW corner of the subdivision is obscured by the symbol for the existing iron pipe found near the same location.

21. PREVIOUS COMMENT PARTIALLY ADDRESSED. The plat contains provisions for a Village Utilities, but no easements are depicted on the plat. Easements will be needed for the sanitary sewer and watermain extensions required for this project. Either the easements shall be depicted now on this plat or the provisions removed, and a separate plat of easement prepared after the mains have been constructed with the easements centered on the as-built alignment. The proposed easement for the watermain is shown in grayscale and hard to discern on the plat. The "watermain" easement should be revised on the plat to be a "Village Utility" easement to be consistent with the easement provisions. Lastly, the proposed sanitary sewer is not depicted on the plat and proposed easements will need to be dedicated for it in conjunction with the proposed watermain.

# PHOTOMETRIC PLAN, ELECTRICAL PLAN, AND LIGHTING CATALOG CUTS

- 22. The proposed ZFCWS7168 wall sconces do not meet Village Lighting Ordinance. The Lighting Ordinance States that the proposed light source for any luminaire cannot be visible. It appears the LED light source is a vertical burning element behind an opaque lens. This does not meet the intent of the ordinance. The LED light source needs to be horizontal with a full cut off optic.
- 23. The Proposed Photometric plan now shows an additional restaurant pad. Once a tenant is secured for this site a separate Photometric Plan, a Site Electrical plan, and project specific catalog cuts will need to be provided for this portion of the site.

#### LANDSCAPE PLAN

All previously noted deficiencies have been addressed.

### TRAFFIC IMPACT STUDY

All previously noted deficiencies have been addressed and we recommend approval.

#### **ARCHITECTURAL PLANS**

We have no comments on these plans at this time.

#### STORMWATER MANAGEMENT

- 24. The IDOT comment review letter did not include any comments from the IDOT Hydraulics unit. Based on our experience with IDOT-Hydraulics, they may request the following revisions:
  - The installation of a vortex or brake in front of the 4" restrictor instead of the 3.56"
  - The driveway is required to have a sag at the right-of-way line or on the property; currently a ridge line is shown there.
  - IDOT may require the use of the revised Bulletin 70 rainfall data to determine the freeboard elevation.

25. PREVIOUS COMMENT PARTIALLY ADDRESSED. The proposed bottom of the detention basin is noted to be elevation 862 which is 9' higher in elevation from the properties to the southeast per the information on sheet C-8. According to the information provided in the Geotechnical Report, this elevation is near the top of the existing stiff brown clay (boring 9) or at the bottom of it (boring 10). There is a concern that the detained and retained water could leach out of the bottom of the pond and adversely affect the stability of the south side of the detention pond or run underground to the footing drains of the homes to the south. The geotechnical engineer shall analyze these scenarios and provide potential solutions. The Geotechnical Engineer provided a detailed response stating two potential course of action and requested further information from the Village.

#### **OUTSIDE PERMITTING AGENCIES**

- 26. A permit will be required from the IEPA for the proposed watermain extensions. The engineer shall submit the required permit documents for Village execution when the design has been finalized. **NO RESPONSE REQUIRED**
- 27. A permit will be required from the IEPA for the proposed sanitary sewer extensions. The engineer shall submit the required permit documents for Village execution when the design has been finalized. **NO RESPONSE REQUIRED**
- 28. A permit will be required from the IEPA for the site disturbance associated with this project. The engineer shall provide a copy of the permit or the ILR10 number when it has been issued. **NO RESPONSE REQUIRED**
- 29. PREVIOUS COMMENT PARTIALLY ADDRESSED. A permit will be required from IDOT for all work performed within the Route 62 right-of-way. The engineer shall provide an update of any past coordination with IDOT along with any appurtenant correspondence. We acknowledge receipt of IDOT review comments dated March 30, 2020. The engineer shall continue to provide copies of IDOT correspondence until final engineering approval. It will be difficult for the applicant to obtain the updated traffic counts that IDOT is requesting until after the stay-at-home order has been lifted.

#### **GENERAL COMMENTS**

- 30. The proposed project now includes off-site grading onto the neighboring property to the east. The final engineering submittal shall include written permission from the adjacent property owner allowing the encroachment onto his/her property.
- 31. The proposed project requires that a Lot Line Agreement be executed between the owners of this property and the one to the east to allow for the extension of the driveway flare beyond the property line extended within the Algonquin Road right-of-way.

Sincerely,

Paul R. Bourke, PE CFM

Assistant Head, Municipal Department

PRB/prb N:\ALGONQUIN\070272\070272.00121\Admin\L1.051920.doc Michael E. Kerr, PE

President



April 22, 2020

Village of Algonquin 2200 Harnish Drive Algonquin, IL 60102

Attn: Russel Farnum, Senior Planner

RE: Southeast Corner of IL Route 62 & Compton Drive - FIRST REVIEW Algonquin, IL Case No. 2019-18 (CBBEL Project No. 07-0272.00121)

Dear Russ,

We have enclosed eight (8) sets of the latest Final Engineering Drawings, Stormwater Report, Landscape Plans, Photometric Plans, Site Electrical Plans, Fixture Specifications, Plat of Subdivision, Overall Concept Plan in response to the Village Review dated December 6, 2019. One digital copy has been provided on a CD. Please find the review questions and corresponding responses below;

#### FINAL ENGINEERING PLANS - CBBEL 12-06-19

#### Sheet C-2

1. The use of mastic joints for the proposed storm sewer in STORM SEWER note 3A shall be deleted from the note.

Response: Done

#### Sheet C-4

- 2. The plans call for a break in the existing mountable median on Illinois 62 and its removal and replacement with a dedicated right turn lane. This may not be required or allowed by IDOT. The applicant shall provide a narrative response as to any coordination that they have had with IDOT about site access.
  - Response: IDOT reviewed the Final Engineering plans with the access relocated from the middle to the east side of the site, Review #1 dated 04-08-20. The access drive has been revised and we will be seeking a Lot Line Agreement with the property owner to the east.
- 3. The proposed full access for this site should be aligned with one of the three existing retail center access driveways on the northside of IL Route 62 (Algonquin Road).
  - Response: Comment addressed refer to CBBEL Memorandum dated 01-02-20. IDOT has reviewed.
- 4. In conjunction with the above, we note that the 4-way intersection encountered upon entering the site is awkward and requires conflicting traffic movements. We offer the following comments for consideration and recommend that the design engineer confer with the project Traffic Engineer to improve site vehicle operations.



• At a minimum, the entering left turn lane should be aligned with one of the three stacking lanes for the car wash and marked to be a left turn-straight lane.

Memorandum 01-02-20) THE PROPOSED ACCESS POINT HAS BEEN MOVED WESTWARD TO LINE UP WITH EXISTING DRIVE ON THE NORTH SIDE OF ALGONQUIN ROAD, BUT THE LOCATIONS OF THE PROPOSED BUILDINGS HAVE REMAINED THE SAME. CONSEQUENTLY, ALL TRAFFIC ENTERING THE SITE MUST TURN LEFT OR RIGHT ONCE THEY REACH THE EAST-WEST ACCESS ROAD TO ACCESS ANY OF THE THREE FUTURE USES INSTEAD OF BEING MOSTLY DIRECTED TO THE CAR WASH. WHILE IN GENERAL, THIS REVISED SITE PLAN IS AN OVERALL IMPROVEMENT OVER THE PREVIOUS DESIGN, WE SEE THE POTENTIAL FOR TWO OPERATIONAL PROBLEMS THAT THE TRAFFIC ENGINEER SHOULD LOOK AT:

1. THE PRIOR TRAFFIC REPORT DOES NOT DIFFERENTIATE HOW THE ENTERING VEHICLES ARE DISTRIBUTED BETWEEN THE FUTURE USES. FIGURE 9 SHOWS THAT APPROXIMATELY ONE VEHICLE PER MINUTE FROM THE EAST AND ONE FROM THE WEST WILL BE ENTERING THE SITE AT THE SAME TIME. THIS PRESENTS A POTENTIAL CROSSOVER PROBLEM ON THE ENTRANCE DRIVE AS ENTERING VEHICLES MAY NEED TO CROSS OVER THE CENTERLINE TO GO IN THEIR DESIRED DIRECTION OF TRAVEL.

2. VEHICLES EXITING THE AUTO SERVICE BUILDING GOING NORTHWARD ON THE WEST SIDE OF THE BUILDING HAVE INADEQUATE ROOM TO MAKE THE TURN BEFORE THEY HIT THE STOP BAR AT THE MAIN INTERSECTION OF THE EAST-WEST ACCESS ROAD. THEIR ACCESS TO THE ROAD MAY ALSO BE BLOCKED BY EASTBOUND VEHICLES QUEUING AT THE SAME STOP BAR.

- If possible, both the entering left turn, and right turn lanes should be aligned with one of the three stacking lanes for the car wash and marked left turn-straight and right turn-straight lanes.
- If the entrance island is only for the protection of the monument sign, then move the sign and use the 12' to shift the entrance lanes over.

**Memorandum 01-02-20)** MONUMENT SIGN REMOVED AND DRIVEWAY SHIFT WESTWARD; SEE COMMENTS ABOVE.

• Delete the use of one of the "customer preparation areas" and convert it to a stacking lane for the car wash.

Memorandum 01-02-20) COMMENT NOT ADDRESSED.

Response: The above review comments addressed an access centered in the site and aligned with a driveway on the north side of Algonquin. A meeting with Public Works, Planning and CBBEL was held on 01-23-20 to discuss the project. It was agreed upon the best location for the access was to move it to the east side of the property. We sent a follow up email with a revised Geometric Plan to Ben Mason on 01-29-20. The monument sign in the median has been removed and one of the customer preparation areas has been removed. Additional modifications to the Access have been done to address IDOT Review #1 and we will be seeking a Lot Line Agreement with the property owner to the east.

- 5. The proposed standard and ADA stalls for the Auto Service Building are located along what will become the frontage road that will parallel Illinois State Route 62 for this development and the lots to the east and west. They should not be allowed to back out into this roadway. The main entrance for the building should be moved to the west side of the structure and the parking spaces relocated accordingly. *Response: Complete per CBBEL Memorandum 01-02-20.*
- 6. If the entrance island is to remain, then the northern portion of it should be depressed and mountable with variable height per the IDOT standard detail found on sheet C-20.

Response: Complete per CBBEL Memorandum 01-02-20.



**Memorandum 01-02-20)** A FIRE TRUCK TURNING EXHIBIT SHOULD BE PROVIDED TO VERIFY EMERGENCY ACCESS WITH THE REVISED SITE GEOMETRY.

Response: Enclosed in Final Engineering.

## Sheet C-6

- 7. The noted upper invert for the Existing Manhole should be revised to 848.38 in the SANITARY SCHEDULE to be consistent with the rest of the plan elevations (typical to sheets C-6 and C-8). Response: The location of the connection had to move south since the water and sanitary sewer separation could not be met. Due to COVID-19 the offsite survey does not include all rim and invert information. The surveyor has placed this type of field work on hold until the Stay-Home Order has been lifted. A note has been added to Sheet C-8. Please review this sanitary sewer layout feasibility, Lennar has left us with few options to make a sanitary connection with this Subdivision layout.
- 8. The noted length of item 8 in the SANITARY SCHEDULE shall be revised to 200 feet to match the physical depiction (typical to sheets C-6 and C-8). *Response: Revised.*
- 9. The proposed sanitary sewer system shall be lowered in elevation a minimum of 2' beginning at the existing manhole found on sheet C-7. In this way the elevations of the sanitary sewer at manholes 13, & 15 and the sanitary stub 20 will be deeper and allow for the extension of service farther to the east and west of the site. It may also allow for the removal of sanitary manhole 9 and eliminate the steeply sloped main segment (10, 10.53%).

Response: The sanitary sewer has been lowered to nearly 11' deep. A drop structure is designed at #13, it will require a 20' deep excavation into the hill side to keep the sanitary slope from being excessive. It also required manhole #11 at the transition point between the steep slope and the rear yard.

10. The engineer shall verify the proposed inverts at sanitary manhole 20 as the exiting invert elevation is 0.89' higher than the lowest entering invert.

Response: Updated.

11. In conjunction with above, the slope of sanitary pipeline 19 should be verified and revised as required to be coordinated with the response to comment 7.

Response: Updated.

12. The proposed 8-inch diameter watermain crossing the site in and east-west direction shall be increased to 12-inches in diameter and extended further west to Russell Road. As discussed, the Village staff would recommend that the off- site portion east be covered with a recapture agreement for the developer (typical to sheets C-6 thru C-8).

Response: A Water Model Report was prepared by the Village Consultant dated 03-09-20 containing five (5) Alternatives. Victor Ramirez in Public Works notified Russel Farnum that a 12" diameter watermain will need to begin at the Compton intersection and end at the east property line similar to Alternative #2. We have revised the plans per the recommendation.



13. Upon review by the Fire Protection District, the 6-inch watermain extension along the south and west sides of the development can be eliminated as the fire hydrants at the rear of the proposed buildings are not necessary.

Response: Removed.

14. The noted length of item 76 in the WATER SCHEDULE shall be revised to 57 feet to match the physical depiction (typical to sheets C-6 and C-8).

Response: Revised

15. The callout for the 8X6X8 tee for the water service to the Auto Service Building is missing from the plan view.

Response: Added.

- 16. The rim elevation of water valve vault 50 is missing from the WATER SCHEDULE. *Response: Added.*
- 17. The proposed valve boxes 30 and 37 shall be changed to a valve vault due to the 6-inch diameter of the proposed water service.

Response: Revised to Valve Vaults.

18. The engineer shall verify the length of water segment 73; it scales to 50' on the drawing but is listed to be 63'.

Response: The watermain layout has been revised.

19. The engineer shall confer with the Department of Public Works to determine if either valve 30 or 17 can be deleted.

Response: We confirmed with Victor Ramirez #30 could be removed.

20. The proposed invert for storm structure 102 shall be revised to 862.97 if the noted downstream invert and pipe slope is held.

Response: Revised.

# Sheet C-7

21. The Village staff is verifying that the existing watermain stub is 8 inches in diameter. Village atlas information indicates that watermain to the west is 12 inches in diameter and the Village desires to install a 12" main from Compton Drive to Russel Road. Additional existing main may need to be removed and replaced with larger diameter pipe.

Response: The existing 8" diameter watermain at Compton Dr. will be removed and replaced with a 12" diameter watermain.

#### Sheet C-16

22. The two detention pond details do not provide information as to the proposed plantings for the basin. The Landscape Plan directs the reader to this plan sheet for guidance.

Response: The Landscape Plan has been enclosed, it addresses the detention basin plantings.



#### PLAT OF SUBDIVISION

23. The Village Board Certificate shall be revised to say "COUNTY OF MCHENRY AND KANE" in the second line of the certificate.

Response: Revised.

24. The surveyor shall provide the language or provisions for the Access Easement to be dedicated unless they will be contained within a separate agreement that will be recorded against the property.

Response: Added.

25. The phrase "Hereby Granted" shall be added to the end of the callout for the "30' Access Easement". *Response: Added.* 

26. The plat only shows that one concrete monument will be set at the southeast corner of the subdivision. The second required monument will need to be identified on the plat.

Response: Added monument symbol to NW property corner.

27. The plat contains provisions for a Village Utilities, but no easements are depicted on the plat. Easements will be needed for the sanitary sewer and watermain extensions required for this project. Either the easements shall be depicted now on this plat or the provisions removed, and a separate plat of easement prepared after the mains have been constructed with the easements centered on the as-built alignment.

Response: Onsite easements added for review. Offsite easements will be provide upon review of the

watermain and sanitary layout as well as additional surveying after the Home-Stay Order is lifted.

28. The label "Detention Easement" shall be replaced with "Drainage Easement Hereby Granted" to be consistent with the provisions on the plat. The language of the easement shall be modified to allow the Village to access the detention pond through all three lots.

Response: Revised.

#### PHOTOMETRIC PLAN

29. The engineer shall provide a Site Electrical Plan for review that is coordinated with the submitted Photometric Plan. The Site Electrical Plan shall include the underground conduit wiring with material call outs for both conduit & wire and conduit in trench detail, identify the source of power and control features for lighting operations, and light pole foundation detail.

Response: A Site Electrical Plan has been enclosed from the MEP.

- 30. The Photometric Plan provided only shows the Car Wash site. The site to the west for the Auto Service portion of the development must be included and the photometric plan be all encompassing for both sites. *Response: Added.*
- 31. Project specific catalog cuts of all luminaires (both pole-mounted and building-mounted) and light poles must be submitted for review.

Response: Enclosed.



#### LANDSCAPE PLAN

- 32. The proposed water, sanitary sewer, and storm sewer mains shall be added to sheet be added to the plan sheet to verify that no conflicts exist with the proposed trees. *Response: Added.*
- 33. The light post foundation detail should be removed from the sheet and transferred to either the Final Engineering Plans or the required Site Electrical Plan.

  \*Response: Moved to the Site Electrical Plan.
- 34. The planting information for the detention pond sides and bottom is not found on the plan sheet. The sheet references sheet C-5 of the Final Engineering Plans, but this information is not found there. The two plan sets shall be coordinated and revised as required.

Response: The Landscape Plan has been updated to reflect the plantings in the detention basin.

35. The landscape plan only depicts the car wash site and does not provide information for the auto service store site.

Response: The Landscape Plan has been updated to show the Auto Service store.

#### TRAFFIC IMPACT STUDY

36. The TIS will need to be submitted to IDOT for review and approval of the proposed full access on IL Route 62 (Algonquin Road).

Response: The TIS has been submitted to IDOT for review. Responses #36-#42 provided by KLOA.

- 37. The proposed left turn lane and the proposed right turn lane along IL Route 62 will need IDOT approval. *Response: The TIS has been submitted to IDOT for review.*
- 38. This TIS should include the impacts of the proposed development adjacent to the existing Thornton's gas station which is located northwest of the intersection at Lake Cook Road/Compton Drive and IL Route 62 (Algonquin Road).

Response: The traffic expected to be generated by the redevelopment of the 2075 Algonquin Road property has been included in the traffic study.

- 39. The TIS should state what year the land uses will be constructed.
  - Response: The TIS now indicates that construction will begin on the car wash and auto service center in 2020 with construction beginning on the restaurant the following year.
- 40. Minor volume errors were noted on Figure 9: Year 2025 Total Projected Traffic Volumes, for the AM northwest bound left into the proposed site and the Saturday northeast bound right turn out of the site. Response: Figure 9 and the corresponding synchro analysis have been revised.
- 41. The Synchro capacity analyses should be revised for the Algonquin Road and Compton Drive/County Line Road intersection:



- The Yellow + All Red clearances should be revised as follows:
  - ♦ Phases 1 & 5 All Red = 1.5 seconds
  - $\bullet$  Phases 2 & 6 All Red = 2.0 seconds
- At the Algonquin Road & Compton Drive/Lake Cook Road intersection, the saturation flow rate for eastbound/westbound through movements (Phase 4 & 8) and the southeast bound through movement (Phase 6) should be 2000 vehicles per hour per lane (vphpl). The east, west and northwest approaches each have exclusive left turn and right turn lanes.

Response: The synchro analyses have been revised.

42. Under 2025 projected conditions the LOS is F for the access drive northbound left turn movement. Specifically, the LOS is F for the AM, PM and Saturday peak. The v/c ratio is 1.17 for the PM peak. The AM and Saturday peak the v e is below 1.0. The discussion in the TIS does not adequately address the LOS F, which could create unsafe conditions during peak times as impatient drivers try to execute left turn maneuvers to head northwest bound on IL Route 62.

Response: As indicated in the report, the proposed access drive is projected to operate better than indicated in the analysis for the following reasons:

- 1. The capacity analyses do not take into account the signalized intersections on Algonquin Road located 800 feet to the northwest and 820 feet to the southeast. These signals create gaps in the traffic stream which will allow vehicles to exit the site.
- 2. During times of congestion, outbound vehicles, especially vehicles intending to travel east on Lake Cook Road, may turn right on Algonquin Road out of the site and access Lake Cook Road via Elgin Road to the east.
- 3. The distribution of traffic represents an idealistic situation in which customers enter and exit the site based on existing traffic volumes not accounting for the potential difficulty of movements. It is expected that the traffic at this intersection will "self-regulate" as patrons account for the difficulty of this movement and adjust their route or chose their destination accordingly.

As such, this access drive will be adequate in accommodating the traffic projected to be generated by the proposed development.

#### STORMWATER MANAGEMENT

43. The Applicant should apply the C soil pervious area runoff curve number of 74 rather than the applied value of 67. The previous stormwater report existing critical duration flow rates and detention basin volume were determined assuming runoff curve numbers of 73 and 86, respectively. If the existing runoff number increases the depressional area and runoff rates may increase. If the proposed runoff curve number increases additional stormwater detention volume may be required to offset the increase in runoff curve number from the previously approved stormwater report.

Response: Area runoff curve number for has been changed to 74 for pervious areas.

44. The 100-year storm event peak runoff rate for the three areas which are proposed to runoff undetained should be determined and the detention pond outflow rate reduced by the undetained flow rates.



Response: The allowable release rate for the tributary area was reduced by undetailed flow rates and was found to be 0.61cfs.

- 45. On drawing C-11 the depressional area overtop is stated to be elevation 864.32 and the modeled high-water outflow elevation is determined to be 864.32. The depressional area must achieve elevation 864.46 before outflow. Revise the depressional storage volume calculation reflect the revised RCN value and overtop elevation. Include the modeled overtop shape information with the next submittal.

  Response: The depressional storage volume calculations have been revised. The elevation for depressional area has been changed to 864.46. The modeled overtop shape information has been added in the report.
- 46. The Structure 74 rim elevation on Sheet C-5 should be revised to match the elevation of Sheet C-6. *Response: The structure 74 rim elevation has been revised.*
- 47. As described in the Kane County Technical Guidance Manual, the restrictor size should be determined based on the allowable release rate and required detention WSE. The restrictor size should then be revised to cause the basin to fill to the WSE associated with addition of the depressional fill volume. The modeling should then be rerun until the outlet restrictor is sized to create the required WSE.

  Response: The restrictor size has been revised after the depressional storage was added to release less than the allowable release rate of 0.61 cfs. Since the basin is substantially larger with the 0.95 ac-ft of depressional storage included, the actual HWL will be lower than the design HWL of 865.00. Even if the basin is run with a blocked restrictor the HWL will each 864.83 (Analysis included).
- 48. The supplied plans and report include a 6' wide overflow weir at elevation 866.0 and an overflow weir in Restrictor Structure #12 at elevation 865.0. The minimum emergency overflow should be set at the detention volume plus depressional storage volume high water elevation. The emergency overflow should be sized to convey the flow from the allowable release rate for the 1% critical duration storm. A minimum freeboard of one foot above the high-water elevation as determined by the flow over the emergency overflow is required.
  - Response: The emergency overflow weir in the curb has been updated to be 8' wide at elevation 866.00 and sized to accommodate the flow from the runoff rate for the 1% critical duration storm. 1 foot of freeboard is included. A second 5' wide overflow weir is located in the restrictor structure (#12).
- 49. Based on our experience, it should be noted that IDOT-Hydraulics requires the emergency overflow to be set 1' above the detention volume plus depressional storage volume high water elevation.

  Response: The emergency overflow has been set one foot above the detention volume plus depressional storage high water elevation of 866.00.
- 50. The submitted restrictor detail illustrates the invert of the pipe into the structure at 861.92, the restrictor at elevation 861.25, the outlet pipe at elevation 861.25 and the downstream outlet pipe elevation is 861.04. With the next submittal note the outflow elevation of the ditch along the south side of RT 62 and how the pipe will be maintained not to silt in up to the determined elevation.
  - Response: The elevations at the restrictor and the outlet has been raised to 3" above the ditch.
- 51. Based on our experience it is likely that, because of the ponding located along Route 62, IDOT-Hydraulics will not allow the area tributary to the swale to be increased as part of this development even



if collected in a detention basin prior to release. The engineer shall determine and verify that the area draining to the ditch is not increased by the development.

Response: The existing site has a tributary area of 6.37 acres and the proposed has 6.33 acres.

52. The proposed bottom of the detention basin is noted to be elevation 862 which is 9' higher in elevation from the properties to the southeast per the information on sheet C-8. According to the information provided in the Geotechnical Report, this elevation is near the top of the existing stiff brown clay (boring 9) or at the bottom of it (boring 10). There is a concern that the detained and retained water could leach out of the bottom of the pond and adversely affect the stability of the south side of the detention pond or run underground to the footing drains of the homes to the south. The geotechnical engineer shall analyze these scenarios and provide potential solutions.

Response: The Geotechnical Engineering has looked into this question and has responded: First, the hydraulic gradient would have to be determined below the sides and bottom of the detention pond. There is some clay in the upper portions of the borings but the detention basin would likely extend near the bottom or through it as the review comment indicates. The underlying soils are fairly consistent based on the gradations that were performed. What will complicate this analysis is whether there are clay layers or changes in materials below the depth of our borings that will affect the gradient. Also of concern would be the depth of the existing water levels. Is there already a shallow groundwater elevation in the vicinity of the existing houses? Are the sumps and drainage for the houses properly designed to handle existing conditions or 100-year rainfall? A hydrogeologic study can be fairly complicated and would require additional information concerning the soils and groundwater conditions. This type of study is beyond the scope of a typical geotechnical investigation. Once the gradient is established and it is understood how the water is infiltrating the subgrade soils during rain events a slope stability analysis can be performed to determine the factor of safety for the existing slope and for a number of scenarios with the gradient at different elevations and slopes. A second option that can be evaluated are using a synthetic or clay liner along the south side of the detention area to force water infiltration away from the slope or deepening the detention area along the north side.

We would like the Village to provide any existing reports of flooding in the existing lots in the Lennar subdivision. Last spring was one of the wettest on record, were there any flooding complaints? We will continue to review options to address this review comment.

## **OUTSIDE PERMITTING ANGENCIES**

- 53. A permit will be required from the IEPA for the proposed watermain extensions. The engineer shall submit the required permit documents for Village execution when the design has been finalized. *Response: Understood. Applications will be submitted to the Village for signature.*
- 54. A permit will be required from the IEPA for the proposed sanitary sewer extensions. The engineer shall submit the required permit documents for Village execution when the design has been finalized. *Response: Understood. Applications will be submitted to the Village for signature.*
- 55. A permit will be required from the IEPA for the site disturbance associated with this project. The engineer shall provide a copy of the permit or the ILR10 number when it has been issued. *Response: Understood.*



56. A permit will be required from IDOT for all work performed within the Route 62 right-of-way. The engineer shall provide an update of any past coordination with IDOT along with any appurtenant correspondence.

Response: IDOT Review #1 has been enclosed.

#### VILLAGE OF ALGONQUIN PUBLIC WORKS MEMORANDIUM – 12-05-19

#### Utilities

#### 1. Water:

- The developer is required to provide a 12" looped watermain from Compton Drive to Russet and have the third connection point as shown on sheet C-8 to Magenta through Outlot J. Offsite 12" watermain improvements that will benefit other development in the future would be eligible for partial recapture. Response: A Water Model Report was prepared by the Village Consultant dated 03-09-20 containing five (5) alternatives. Victor Ramirez in Public Works notified Russel Farnum that a 12" diameter watermain will need to begin at the Compton intersection and end at the east property line per alternative #2. An 8" diameter watermain connection to the south will remain. We have revised the plans.
- The watermain as shown on the plans (sheet C-6) that runs along the west side of the auto service building and south side of both buildings can be eliminated. *Response: Removed.*
- The third connection 8" watermain needs to be at least 5' from the property line on Outlot J and preferably 10'.
  - Response: The watermain has been moved to 10' from the property line. 5' is all we can achieve in the narrow space between Lot #211 and the retaining wall.
- Watermain easements dedicated to the Village of Algonquin need to be shown on the subdivision plat for all watermain improvements, including fire hydrants, except the services to the buildings.
   Response: Added.

#### 2. Sanitary Sewer:

• The slope of the sanitary sewer pipeline 10 on sheet C-6 is excessive. The entire run to the connection on Magenta as shown on sheet C-8 needs to be revised to eliminate this steep sewer and provide a deeper sewer for future developments to the east and west. This may be accomplished by changing/eliminating the drop manhole connection on Magenta.

Response: The location of the connection had to move south since the water and sanitary sewer separation could not be met. Due to COVID-19 the offsite survey does not include all rim and invert information. The surveyor has placed this type of field work on hold until the Stay-Home Order has been lifted. A note has been added to Sheet C-8. Please review this sanitary sewer layout feasibility, Lennar has left us with few options to make a sanitary connection with this Subdivision layout. The sanitary sewer has been lowered to nearly 11' deep. A drop structure is designed at #13, it will require a 20' deep excavation into the hill side to keep the sanitary slope from being excessive. It also required manhole #11 at the transition point between the steep slope and the rear yard.



3. Storm sewer/drainage/detention:

• The detention basins may have a tendency to steep through to the south since there is such steep slope south of the rear lot lines. Redesign to prevent this from happening needs to be addressed.

Response: Refer to response to CBBEL review comment #52.

#### Traffic:

1. The parking stalls on Lot 2 that are adjacent to the frontage road need to be removed so there are no backing maneuvers to the common access road.

Response: The revised layout addresses this comment.

2. The alignment of the access to Rt. 62 and access road "intersection" is concerning. There are offset traffic maneuvers and the configuration will be confusing to motorists. However, as noted in item 3 below, IDOT comments may prompt other design and circulation changes.

Response: The revised layout addresses this comment.

3. IDOT approval and comments are needed to address traffic circulation concerns.

Response: IDOT Review #1 has been enclosed. The access drive has been revised and we will be seeking a Lot Line Agreement with the property owner to the east.

4. Lot 3 car wash has too many connections to the access road.

Response: The revised layout addresses this comment.

5. Consider removing the 2 "customer preparation area" lanes next to the 3 car wash queueing lanes.

Response: One of the customer preparation lanes has been eliminated.

6. Provide an auto-turn exhibit to assure fire truck access.

Response: Enclosed in Final Engineering.

#### Landscaping:

- 1. Sheet L1.1:
  - There is no landscaping shown for lot 2.

Response: Added.

• Lot 3 north landscaping should be more diverse, large plantings, and number increased.

Response: Revised.

• Lot 3 east side: There should be more trees to screen building.

Response: Added.

• Lot 3 west/south side between entry aisles and vacuum lot: Increase grouping of plants instead of random trees.

random trees.

Response: Revised.

• Lot 3 west side adjacent to building: double the quantity of VM and PV.

Response: Revised.



#### Overall:

1. A conceptual overall development plan should be submitted that shows tentative access road configuration for the entire parcel from Compton to Russet/Rt. 25. This should also include the tentative access from lot 1 south and possible routing options.

Response: Enclosed.

# ALGONQUIN-LAKE IN THE HILLS FIRE PROTECTION DISTRICT MEMORANDIUM – 12-02-19

#### Overall Site Comments:

1. The building will require a NFPA 72 compliant fire alarm system and a NFPA 13 complaint fire sprinkler system.

Response: To be provided by the Architect when submitting for Building Permit.

2. Provide an egress plans for both buildings.

Response: Added to the Carwash Architectural drawings.

3. Mark the East curb lines adjacent to the "Auto Service" And the West East side of the center "Car wash" building as "No Parking Fire Lane" with either fire lane signage or paint and mark the curb line "No Parking Fire Lane". IFC 503.3 Marking.

Response: Added on Sheet C-4.

4. Clear 75 cd Strobes are required above the main entrances of all buildings to activate on all fire alarms.

F907.10.1.1 Public and Common Areas.

Response: To be provided by the Architect when submitting for Building Permit.

5. A blue lens 75 cd horn strobe is required to active for a water flow alarms only and is required above the fire department connection. **F907.10.1.1 Public and Common Areas**.

Response: To be provided by the Architect when submitting for Building Permit.

- 6. A 10 psi safety factor is required for all fire sprinkler systems hydraulic calculations. F903.5 Water Supplies. Response: To be provided by the Architect when submitting for Building Permit.
- 7. RPDA backflow preventer with meter bypass measured in gallons is required. *Response: To be provided by the Architect when submitting for Building Permit.*
- 8. The fire department connections shall be a 4-inch Storz connection, with a 30-degree downturn. For building requiring a sprinkler demand of 1000 gpm or greater two 4-inch Storz connections will be required. **F903.3.6.1 Algonquin Lake in the Hills Fire Protection District**.

Response: To be provided by the Architect when submitting for Building Permit.

9. Ball drips and main drains shall be piped to the exterior whenever possible. Where piped to an interior floor drain, provide documentation that the drain is able to withstand the flow of the main drain.

Response: To be provided by the Architect when submitting for Building Permit.



10. An adjustable low temperature device is required in all sprinkler rooms to report to the fire alarm panel as a supervisory alarm.

Response: To be provided by the Architect when submitting for Building Permit.

- 11. All new fire alarm systems shall transmit via radio to a UL listed Central Station. Provide the certificate for the UL list Central Station. F903.4 Sprinkle System Monitoring and Alarm.

  Response: To be provided by the Architect when submitting for Building Permit.
- 12. Exterior and interior sprinkler bells shall be replaced with exterior and interior rated audio-visual devices. *Response: To be provided by the Architect when submitting for Building Permit.*
- 13. A Knox Box for fire department key access will be required at the entrance and fire sprinkler room. IFC 506.1 Key Boxes where required.

Response: To be provided by the Architect when submitting for Building Permit.

# VILLAGE OF ALGONQUIN PUBLIC WORKS TREE REMOVAL MEMORANDIUM - 12-03-19

Response: Additional trees have been added to the Landscape Plan.

Please feel free to call with any questions or concerns.

Very Truly Yours,

TERRA CONSULTING GROUP, LTD.

Michael Elliott, PE, LEED AP Director of Civil Engineering

C: Nick Spallone – Car Wash Pro Designers

#### **EXHIBIT A**

This Exhibit, referred in the application as EXHIBIT A, is hereby made and submitted as part of the Special Use Permit Application for the allowance of the construction of a new car wash facility to be located at Algonquin Road (Route 62) at/near Route 25 in Algonquin, Illinois.

The purpose of this application is to propose to construct and thereafter establish a new State-Of-The-Art car wash facility. The facility shall have designated and clear marked lanes of use, staff members throughout the facility (from entry to exit), and a systematic plan executed to allow a steady and smooth flow of service. Clients shall have options to choose specific service to be performed, communicated either electronically, verbally, by writing, or in some other manner thereby creating direction to the client through staff communication to proceed along the facility grounds to obtain the service or services selected.

Pursuant to the standards of the Zoning Ordinance found within the Zoning Code of Algonquin, the proposed Preliminary Planned Unit Development complies with those standards as follows:

Provide environmental design and preservation of natural features of the site, in the development of land that would be more desirable than what is possible through the strict application of this ordinance.

Nothing in the proposed plan disrupts, alters, or modifies the natural features of the land upon which construction shall be commenced notwithstanding the resurrection of a new structure upon that land. The design of this car wash facility would create desirability to the extent that the City of Algonquin seeks to enhance its business corridor. As-is, the property provides no utility or function in line with the general plans of a growing or sustaining metropolitan area. In other words, the approval of this proposal and its effects clearly outweigh and provide greater benefit, generally, than applying the strict enforcement of the zoning ordinance.

This Special Use allowance would in fact create a new and unique service to potential clients, provide new jobs to local job seekers, create additional flow to adjacent businesses and establishments, and create a positive image of expansion to the residents of Algonquin.

Diversification in the uses permitted and variation in the relationship of uses, structures, open spaces and heights of structures in developments conceived as cohesive, unified projects.

The ground/land/property upon which the facility shall be constructed and operated creates diversity generally, and in particular, provides coupling and complimentary element to its surroundings. The business corridor of Route 62 at or Near Route 25 has several commercial properties adjacent to it in their own unique niche. The structure plans of the facility are unique, elegant, and luxurious. The structure(s) is neither a copy or identical in design to any other structure of facility nearby nor an anomaly. The height, width, depth, and breadth are not too wide, high, or deep to create a distraction. Rather, the design is made to create the cohesion of a business district and a unified and symmetrical representation of the area.

## Provisions for functional, aesthetic and beneficial use of open areas.

The subject property and the design upon that property by the Applicant shall create an extremely aesthetic and beneficial use of the open areas and property. The design has the intent to ensure steady flow, extreme symmetrical layout, beneficial use of landscape to create beautification, and at the same time, provide a function. The function is a service sought after during every season in the Midwest.

# Allow for phasing of development to encourage comprehensive project design and review.

The Applicant shall provide phasing of development, encourage inspections by City and County employees to ensure compliance with all codes and ordinances, move into new phases upon completion of a previous phase, and repeat this process until the entire project is complete. The Applicant shall also provide project design, intent, use, and purpose of the facility and work closely with all parties affected to ensure the highest standards of development, design, and review are met.

# Shall not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

The subject property is located adjacent to existing and established businesses improved with commercial and retail mixed uses. The proposed facility will generally follow the hours of operation of the surrounding businesses so as not to disrupt or interfere with the flow of anything already established. The proposed car wash is well suited to this location and will have a positive financial impact on the neighboring businesses and will contribute and encourage development and improvement of the surrounding properties. There are adequate roads, utilities access, drainage, and other necessary elements within the subject area which will allow for the efficient maintenance and operation of the proposed car wash. The proposed traffic movement will be self-contained on the subject property and adequate measures will be taken to provide ingress and egress to be designed to minimize traffic congestion in the public streets. Any pedestrian circulation is designed specifically for the car wash to provide safe, ADA compliant access routes between the facilities. The proposed car wash utilizes environmentally friendly procedures and uses biodegradable products.



# VILLAGE OF ALGONQUIN

COMMUNITY DEVELOPMENT DEPARTMENT

#### -MEMORANDUM-

DATE: December 9, 2019

TO: Planning and Zoning Commission

FROM: Ben Mason, AICP, Senior Planner

SUBJECT: Case No. 2019-18. Final Plat, Final PUD and Special Use Permit

- Near Southeast Corner of IL Rt. 62 and Compton Drive

Attached is a submittal for a vacant commercial parcel located near the southeast corner of IL Rt. 62 and Compton Drive (BLUE parcel on aerial map at right).

A developer is proposing to subdivide the parcel into three lots, extend utilities to serve the subject property and provide necessary cross-access to adjacent vacant commercial lots for when those develop in the future.

The subject property is currently zoned B-2, General Retail and the proposed development is seeking preliminary and final plat approval



for a 3-lot subdivision, preliminary PUD approval for each of the three lots, and Final PUD approval for Lot 3, the car wash. In addition, the developer is requesting Special Use Permits for the automotive car wash proposed on Lot 3, and the Goodyear tire store on Lot 2. The developer would have to return for Final PUD approval of Lots 1 and 2 once the final engineering, landscape plans and site plans are completed for those projects.

As proposed, Lot 1 is designed for a future fast casual restaurant which is yet to be determined. Lot 2 in the middle would be occupied by a Goodyear auto repair and tire store, and Lot 3 would have a car wash. The building elevations for the car wash and Goodyear facility have been provided, and are very attractive.

## **Staff Comments**

Comments from Algonquin Public Works, Christopher Burke Engineering and the Algonquin-Lake in the Hills Fire District are attached. Illinois Department of Transportation (IDOT) is currently reviewing the plans and the developer shall be required to modify the plans to address any additional comments or concerns identified in their review. Outlined below are some of the highlights of the proposal:

**Final Plat of Subdivision** – The plat of subdivision creates three lots on the subject property: Lot 1, 2.097 acres; Lot 2, 2.097 acres; and Lot 3, 2.349 acres. To provide an opportunity for future cross-access to the vacant parcels to the east and west, the plat includes cross-access easements to all adjacent parcels (except the developed Glenloch subdivision to the south).

**Site Plan/Engineering Plans** – The subject property is located about 500 feet east of Thornton's gas station, on the south side of East Algonquin Road (Route 62).

The proposed full access into the site from East Algonquin Road may shift depending upon IDOT review. While the Village Engineer would prefer that it aligned with a curb cut on the north side of Algonquin Road, the ultimate location will be determined by IDOT. A cross-access connection will be will be made when the property to the west develops, providing an opportunity to access Compton Drive and the signalized intersection at Compton and East Algonquin Road.

The location and alignment of the access and frontage road setup creates multiple vehicle conflict points with the curb cuts for Goodyear and the car wash. The multiple drives need to be consolidated to restrict traffic flows to a minimal number of safe turning movements. Staff anticipates that the multiple conflict points will be excuses to add a multitude of branded directional signs later, "for safety". The time to correct this issue is now, and build not more than one drive access to each lot, or a one-way pair.

Of particular concern are the multitude of curb cuts for the car wash (four). The car wash main entrance has just a minor offset from the entry drive from Algonquin Road, creating a confusing traffic movement. This access should be removed and consolidated with the employee and vacuum drives to the east. Exiting the car wash itself, customers must use the frontage road to access the vacuum and/or drying parking stalls. This should be consolidated as well, to avoid conflicts with future eastbound through-traffic on the frontage road, especially when drivers feel threatened to get out of the way as they are leaving the tunnel wash.

The Goodyear facility has parking stalls accessing the frontage road directly, creating vehicle backing movements within 50-100 feet of the stop sign and turning movements at the main entrance from Algonquin Road. These should be removed.

Each lot will have its own parking and cross-access and cross-parking shall be provided throughout the development. Parking for the car wash is primarily provided for customers to utilize vacuums that are proposed to be located outside the front exterior of the building. The locations of the vacuums shall be shown on the revised plans and the color of the vacuums shall match the building's black anodized storefront window system. Additional parking is provided between the main entrance and the car wash vacuum area for use by the employees. The car wash seems to

have an over-abundance of vehicle stacking, parking, and pull-over areas that could be reduced by a reconfiguration of the site. This would allow an increase in landscaped area and much better vehicle maneuvering.

**Traffic Study** – A traffic study prepared by KLOA was done for this project to show the number of new trips created by the development and impact to the existing road network. The traffic study states that this development will have a negligible impact on traffic at the intersection of Compton Drive and East Algonquin Road. However, the study does show that as a stand-alone project, the peak-hour delays while turning left upon exit are at a Level of Service "F". This is a long delay that often leads to driver frustration. In the long run, alternatives will exist allowing traffic to get to Compton and Route 25 (when the adjacent properties develop). It may also be relieved upon completion of Longmeadow Parkway, as the through-volume on Algonquin Road will be reduced.

**Landscaping** – A tree survey was done for the site and any tree loss in excess of the proposed replacement – to be calculated by Public Works – shall be the responsibility of the developer to pay any required fee-in-lieu. The landscaping plan provided only shows that for the car wash at this time, other lots would have to provide a plan at the time the Final PUD is submitted for approval.

The landscaping plan provided for the car wash is reasonable, but for the most part has lines of trees and shrubs. More foundation plantings and clusters of tree, shrub and flower combinations is recommended.

Architecture – The car wash building will be oriented toward East Algonquin Road and have a storefront retail appearance, with windows, canopies and tower elements with pitched roofs on both ends. The base of the building will have a limestone masonry foundation and attractive stone pilasters are shown on all four sides. In addition, there are substantial limestone bases for all of the canopy elements (over the vacuums and at the pay booth). The windows shall be either black anodized aluminum, consistent with Village policies, or the bronze that is called out on the elevations, as long as it matches the other elements on the site. Typically, Staff would recommend the plans shall be revised to replace the standing seam metal roof – which is not allowed by Village Code – with architectural roof shingles, but the dark bronze color works with the building and the freestanding canopies over the vacuums and pay booths.

Similar to the car wash exterior elevations, Goodyear will feature a stone base with columns on the front of the building. The windows shall be dark bronze anodized aluminum, consistent with what is depicted on the elevations. Material and color samples shall be provided for review with the application for Final PUD approval.

**Signage** – Each building shall be permitted two wall signs, and meet Village Code standards for dimensions and lettering size. Wall sign letters are allowed a maximum height of 24 inches.

New ground signs are proposed for each of the outlots, as well as a fourth ground sign at the main entrance. The fourth ground sign at the main entrance should be eliminated. The three ground signs, one for each lot, shall each not exceed 10 feet in height nor 50 square feet in size, and shall include a stone base, brick field, and limestone top cap. All ground signs shall be surrounded by a decorative landscaped bed that will remain attractive throughout the year.

# Findings of Fact

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

- 1. The proposed commercial uses on the subject property are appropriate and desirable in this location, and will be compatible both with the Comprehensive Plan designation and surrounding uses. The subject property is zoned commercial, consistent with the business zoning classification of a majority of the surrounding properties. The properties to the east and west are currently commercial properties. The property to the south is residential, but there is a landscape buffer to provide separation.
- 2. The proposed use of this site will not be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to the property values. The traffic generated by this development will have a negligible impact on the existing intersection.
- 3. The proposed use will comply with all zoning requirements of the Village and conditions stipulated as part of the approval. The subject property is zoned B-2, General Retail and will be developed as a unified Planned Unit Development with coordinated access, parking and common detention facility that benefits each parcel.

#### Recommendation

Staff recommends approval of the Final Plat of Subdivision, Final Planned Unit Development and Special Use Permit for Goodyear auto repair and tire store, Auto Kleen automotive car wash, and drive-through restaurant with outdoor seating, consistent with the findings of fact, the plans submitted, and the following conditions:

- 1. The site construction, utility installation and grading shall not commence until a Site Development Permit has been issued by the Village and all offsite and onsite utilities serving the subject property shall be underground, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency.
- 2. The Final Plat of Subdivision prepared by Land Surveying Services, dated 10/25/2019, shall be revised to incorporate the comments noted herein and in the December 3, 2019 memorandum from Christopher Burke Engineering, the December 2, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and subject to Public Works approval in accordance with their memo dated December 5, 2019.
- 3. The Site Plan prepared by Terra Consulting dated November 7, 2019 shall be revised to incorporate the comments noted below and in the December 3, 2019 memorandum from Christopher Burke Engineering, the December 2, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and the December 5, 2019 memo from Public Works.
- 4. The Final Engineering Plans prepared by Terra Consulting with the latest revision date of November 7, 2019 shall be revised to incorporate the comments noted below and in the December 3, 2019 memorandum from Christopher Burke Engineering, the December 3,

2019 memorandum from the Algonquin-Lake in the Hills Fire District, and the Public Works review of December 5, 2019. The developer shall alter the water main routes through the site to revise water main size, hydrant locations and proposed fire department connections (FDC) for each building as outlined in the accompanying review memos. A fire hydrant is required within 100 feet of each FDC.

- 5. The Landscape Plan as prepared by Neri Architects dated 11-6-2019 shall be revised to incorporate the comments noted below and in the December 3, 2019 memorandum from Christopher Burke Engineering, the December 5, 2019 memorandum from Public Works. A tree survey was done for the site and payment for any tree loss in excess of the proposed replacement –calculated by Public Works in a memo dated December 3, 2019 shall be the responsibility of the developer. Foundation and clusters of landscaping shall be added to the Car Wash site to dramatically improve the landscape plan.
- 6. The exterior elevations of the car wash building as prepared by Neri Architects with the latest revision date of 11-6-2019 shall be revised to show a maximum of two wall signs. The windows shall be black anodized aluminum, consistent with what is depicted on the elevations. Dumpster enclosures shall be constructed of masonry material that match the principal structure and have solid wooden doors that securely latch closed. The locations of the car wash vacuums shall be shown on the revised plans and the color of the vacuums shall match the building's black or bronze anodized storefront window system.
- 7. The exterior elevations of the Goodyear building shall be revised as in paragraph 6, above, and final materials and details shall be submitted with application for Final PUD approval.
- 8. Each building shall be permitted two wall signs, and meet Village Code standards for dimensions and lettering size. The ground signs shall be consistent with the enclosed rendering and have brick on all sides, a decorative masonry cap and foundation landscaping that is attractive throughout the year. The fourth ground sign located at the main entrance shall not be allowed. The following signs shall be prohibited, at all times: inflatable signs, flags, banners, pennants or any temporary or portable signs.
- 9. The main entrance location is subject to IDOT review and approval. The Car Wash site shall be reconfigured to prevent vehicles from exiting the car wash directly onto the frontage road, to minimize the number of curb cuts, and eliminate the small offset on the main entrance by consolidating the drive lanes and interior vehicle maneuvering.
- 10. The Photometric Plan, as prepared by PE Enlighten dated 10/29/2019 shall be revised to incorporate the comments noted below and in the December 3, 2019 memorandum from Christopher Burke Engineering, the December 2, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and the December 5, 2019 memo from Public Works. The parking lot light fixtures shall meet Village standards with 25 foot poles, metal halide or LED lights, full cutoff lens flush with the housing, downcast lighting, all flat black in color. The building mounted lights shall be downcast, lens flush with housing and metal halide or LED, and black in color. The Village Board shall have the right to review light levels and require a change if deemed inappropriate light levels.

- 11. All roof-mounted or ground located mechanical equipment shall be screened with an appropriate architectural element or landscaping.
- 12. The Private Property Enforcement Agreement shall be executed with the Algonquin Police Department prior to the issuance of any Certificate of Occupancies.
- 13. All operations shall occur within an enclosed building(s), except those specifically allowed as part of this approval (such as vacuuming and drying vehicles). All doors shall be kept closed except when vehicles are entering or exiting the buildings. No materials or products may be stored outside the buildings at any time, and no vehicle service or repair shall occur outside the building except those specifically allowed as part of this approval.

#### Attachments:

Staff Review Memos Developer Submittal Package

# VILLAGE OF ALGONQUIN PLANNING AND ZONING COMMISSION Meeting Minutes December 9, 2019

AGENDA ITEM 1: Roll Call to Establish a Quorum

Senior Planner Ben Mason called the meeting to order at 7:30 pm.

Mason called the roll, Commissioners present were: Hoferle, Laipert, Neuhalfen, Sturznickel, and Szpekowski. Commissioners absent were Patrician and Postelnick.

Staff Members present were: Ben Mason, Senior Planner and Brandy Quance, Village Attorney.

Noting that Chair Patrician was not present, Mason asked for a motion to appoint an Acting Chair. Commissioner Sturznickel made a motion to appoint Commissioner Neuhalfen Acting Chair. Motion was seconded by Commissioner Hoferle and passed by voice vote, with no nays.

**AGENDA ITEM 2**: Approval of Minutes from the November 11, 2019 Meeting.

Acting Chair Neuhalfen asked for a motion on the minutes of the November 11, 2019 meeting. Commissioner Szpekowski made a motion, seconded by Laipert, to approve the minutes. Motion passed by voice vote, with no nays.

# **AGENDA ITEM 3**: Public Comment

Acting Chair Neuhalfen called for any public comment, being none, Neuhalfen closed public comment.

AGENDA ITEM 4: Request for Final Plat, Final PUD and Special Use Permit for an automotive

car wash facility and automotive repair business

Case No. 2019-18 2201 East Algonquin Road
Petitioner: Nebojsa Dupor, Petitioner

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# OPEN PUBLIC HEARING AND ESTABLISH QUORUM

Acting Chair Neuhalfen opened the public hearing and asked to establish quorum. Commissioners present: Hoferle, Laipert, Neuhalfen, Sturznickel, and Szpekowski. Commissioners absent: Patrician and Postelnick. A quorum was declared.

#### PETITIONER COMMENTS

Acting Chair Neuhalfen asked the petitioners to step up and be sworn in. Village Attorney Quance swore in the petitioners and verified proper legal notice. Representatives on behalf of the petitioner were Alan Jacob, Attorney, Mike Elliott, Terra Consulting, and Nick Spallone, Car Wash Pro Designers. The proposed development would subdivide an approximately six acre parcel of land near the southeast corner of Compton Drive and East Algonquin Road into three separate commercial lots. Lot 1 would be designated for a future fast casual restaurant, Lot 2 would be developed for a Goodyear Tire and Auto, and Lot 3 for AutoKleen car wash. Utilities would be extended to the site by the developer, and cross-access provided to adjacent vacant commercial parcels to ensure connectivity in the future.

#### STAFF COMMENTS

Acting Chair Neuhalfen asked Senior Planner Mason for his staff report. Mason gave an overview of the petition, which involves Plat of Resubdivision, Final PUD for Lot 3 car wash, Preliminary PUD for Lots 1 and 2, as well as Special Use Permit for Goodyear Tire and Auto, AutoKleen car wash, and a drive-through restaurant with outdoor seating. Primary access to the site will be from E. Algonquin Road / IL Route 62. The development will set the stage for connection out to Compton Drive and Rt. 25 through a frontage road that will stub to the lot lines on both the west and east ends of the property to be developed at this time. The developer will be required to revised the car wash layout to streamline internal traffic circulation and consolidate curb cuts onto the frontage road. The proposed architecture for the car wash is very attractive, with substantial brick elements and a limestone masonry foundation. Staff recommends approval of the development with the findings of fact and conditions outlined it its report.

#### **COMMISSION QUESTIONS/COMMENTS**

Acting Chair Neuhalfen asked for any Commission questions or comments.

Hoferle asked about the landscape setback from Algonquin Road, to which Mason stated the required distance is 30 feet. Hoferle asked about the white EIFS color on the proposed car wash façade, to which Mr. Spallone stated it is more of a cream color than stark white.

Szpekowski asked about traffic flow into and out of the car wash, to which Mr. Spallone stated approximately half of its customers go through the car wash tunnel first, and the other half vacuum out their cars prior to going through the wash. Szpekowski stated the amount of tree removal is a concern, to which Mr. Spallone stated they will look for opportunities on the site to add more trees in particular on the south side of the property. Szpekowski asked about a connection to Compton Drive to the west, to which Mason stated the exact location will be determined when the adjacent parcel along Compton develops.

Laipert asked about the proposed storm detention pond on the south side of the property and whether there is potential concern for percolation down the hillside, to which Mason stated the Public Works Department has called out that very issue which the developer will need to address.

Neuhalfen asked about the car wash tunnel technology the petitioner is proposing, to which Mr. Spallone clarified it is a "no pile-ups" system that has sensors inside the tunnel that release one car out the exit at a time and if needed temporarily stops the belt if a car is delayed exiting the tunnel.

#### **PUBLIC COMMENT**

Acting Chair Neuhalfen asked for any public comments.

There being no one interested in speaking, Acting Chair Neuhalfen closed the public comment and asked for a motion.

### **COMMISSION MOTION ON PETITION**

Commissioner Laipert made a motion to approve the request by the petitioner for Final Plat of Subdivision, Final Planned Unit Development for Lot 3 AutoKleen automotive car wash, Preliminary PUD for Lot 1 drive-through restaurant with outdoor seating and Lot 2 Goodyear auto repair and tire store, and Special Use Permit for automotive car wash, auto repair and tire store,

and drive-through restaurant with outdoor seating for 2201 East Algonquin Road, consistent with the petition submitted by the developer, the findings of fact listed in the December 9, 2019 Community Development memorandum and the conditions recommended by staff. Seconded by Commissioner Sturznickel. Acting Chair Neuhalfen called for a voice vote on the Motion: AYE: Hoferle, Laipert, Neuhalfen, Sturznickel, and Szpekowski. NAY: None. Absent: Patrician and Postelnick. Motion passed, 5-0.

#### **AGENDA ITEM 5**: New/Old Business

Mason gave an update on status of Longmeadow Parkway project.

# AGENDA ITEM 6: 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 8:35 pm.

Respectfully Submitted,

Ben Mason, AICP Senior Planner



# VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

#### -MEMORANDUM-

DATE: June 11, 2020

TO: Committee of the Whole – June 16, 2020

FROM: Bob Mitchard, Public Works Director CC: Jason Schutz, Utilities Superintendent

SUBJECT: Professional Services Agreement – Pressure Reducing Valve Year 1

Project 2020

## Background:

The Village of Algonquin's Water and Sewer Improvement Fund has provided \$550,000 to build this critical improvement on the westside of our water distribution system to control and modulate pressures between Pressure Zones 4 and 5. The Committee of the Whole recommended award to the low bidder on the project is H. Linden & Sons, of Plano, IL. at the June 9, 2020 meeting. In order to manage the project effectively and ensure the contractor's work is in compliance with the plans and specifications, the Village requires the services of a professional engineering firm. Attached is a Professional Services Agreement in the amount of \$51,745.00 from Engineering Enterprises, Inc. (EEI) to perform this work. The Village has budgeted \$60,000 in 12900300 42232 for these services.

# Discussion:

EEI was the design engineer of this project and prepared the plans, specifications, and bid documents. They also performed similar work previously for the Village. They have a very good reputation and the price submitted to perform contract administration and inspection services is consistent with this type of work.

# Recommendation:

Thus, it is staff's recommendation that the Committee of the Whole recommend to the Village Board approval of the Professional Services Agreement for the Pressure Reducing Valve Year 1 Project in the amount of \$51,745.00.



June 9, 2020

Mr. Robert G. Mitchard II Public Works Director Village of Algonquin 110 Meyer Drive Algonquin, IL 60102

Re: Construction Engineering Professional Service Agreement

Pressure Reducing Valve Replacement Program – Year 1 (VoA17-02-22A)

Village of Algonquin

Dear Mr. Mitchard:

Enclosed for your review and consideration is a copy of our proposed agreement for the above referenced project. We appreciate the opportunity to continue to work with the Village on this project.

The attached agreement includes a detailed scope of services and a summary of compensation for the project. We are proposing to provide our construction engineering services on an hourly basis, currently estimated at \$51.745.00.

If you have any questions or require additional information, please do not hesitate to contact me.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

Julie A. Morrison, P.E.

Senior Project Manager / Principal

**Enclosures** 

Pc: BPS, ARS, DMT - EEI

# Agreement for Professional Services Pressure Reducing Valve Replacement Program – Year 1 VoA17-02-22A

THIS AGREEMENT, by and between the Village of Algonquin, hereinafter referred to as the "Village" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

#### A. Services:

The ENGINEER shall provide any all necessary engineering services to the Village as indicated on the Scope of Services (Attachment B). Construction Engineering will be provided for the replacement of PRV station at Huntington Drive and Stonegate Road and the removal of the PRV stations on Stonegate Drive and Harnish Drive and associated water main reconfigurations (see Attachment E for project limits). Engineering will be in accordance with all Village specifications, Standard Specifications for water and Sewer Construction in Illinois, Illinois Department of Transportation and Illinois Environmental Protection Agency requirements.

#### B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the Village prior to termination.

#### C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at actual rate of services to be performed, currently estimated at \$51,745.00. The hourly rates for this project are shown in the attached 2020 Standard Schedule of Charges (Attachment F). All payments will be made accordingly to the Illinois State Prompt Payment Act and not less than once every thirty days.

#### D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

#### E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by ENGINEER without contractors' consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

#### F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kane County, Illinois.

#### **G.** Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The Village's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the Village for any purpose.

#### H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting

| Resident Alien Non-Resident Alien The Internal Revenue Service requires that  |  |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|--|
| taxes be withheld on payments made to non resident aliens for the performance of  |  |  |  |  |  |  |  |  |
| personal services at the rate of 30%.   |  |  |  |  |  |  |  |  |
| Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its  |  |  |  |  |  |  |  |  |
|   |  |  |  |  |  |  |  |  |
| Federal Tax Payer Identification Number or Social Security Number is (provided  |  |  |  |  |  |  |  |  |
| 1 1 3 0   |  |  |  |  |  |  |  |  |
| Federal Tax Payer Identification Number or Social Security Number is (provided  |  |  |  |  |  |  |  |  |
| Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate |  |  |  |  |  |  |  |  |

#### I. Indemnification:

Contractor shall indemnify and hold harmless the Village and Village's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

#### J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

# K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

**Attachment A:** Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Anticipated Project Schedule

Attachment E: Location Map

Attachment F: 2020 Standard Schedule of Charges

# L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

| For the Village:   | For the Contractor:  |
|--|--|
| Timothy Schloneger Village Manager Village of Algonquin 2200 Harnish Drive Algonquin, IL 60102 | Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove Illinois 60554 |
| Either of the parties may designate in writin persons in connection with required notices.     | ng from time to time substitute addresses or                             |
| Agreed to thisday of, 2020.  |  |
| Village of Algonquin   | Engineering Enterprises, Inc.:   |
|  | Julie A. Morrison  Julie A. Morrison, P.E.                               |
| John Schmitt<br>Village President  | Julie A. Morrison, P.E. Principal/Senior Project Manager                 |
|  | Angie Smith  Angie R. Smith  |
| Jerry Kautz<br>Village Clerk   | Angie R. Smith Executive Assistant/Marketing Coordinator                 |

### ATTACHMENT A

# STANDARD TERMS AND CONDITIONS

**Agreement:** These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

**Standard of Care:** In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**Termination:** This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

**Payment of Invoices:** Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

**Third Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

**Assignment:** Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

**Waiver:** A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**Attorney's Fees:** In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

**Headings:** The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

#### **Attachment B – Scope of Services**

## Pressure Reducing Valve Replacement Program – Year 1 VoA17-02-22A Village of Algonquin, IL

The Village of Algonquin intends to replace the PRV station at Huntington Drive and Stonegate Road the removal of the PRV stations at Stongate Drive and Harnish Drive and the associated water main reconfiguration. The following list of work items establishes the scope of engineering services for this project:

#### **CONSTRUCTION ENGINEERING**

#### 3.1 Construction Administration

- Prepare for, Attend and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of Meeting Minutes
- Shop Drawing Review
- Prepare and Handout Construction Notice Flyers to Residents
- Coordinate with Village Services (Garbage, Mail, Etc.)
- Resident Engineer Review of Engineering Plans, Specifications and Prepare Field Book
- Prepare Pay Estimates and Change Orders
- Provide Weekly Updates to Village or as Required Based on Onsite Activities

#### 3.2 Construction Layout and Record Drawings

- Stake Proposed Water Main and PRV Station
- Perform Post Construction Field Survey for Record Drawings
- Prepare and Review Record Drawings

#### 3.3 Observation and Documentation

- Review Staked Water Main and PRV Station Layout
- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Resident Engineering Services for Construction
- Provide Quantity Tracking, Documentation and Daily Field Reports
- Coordinate Any Required Testing on Behalf of the Village and Review Test Reports
- Perform Punch Walks, Prepare Punch List Letters and Provide Follow Up Inspections and Recommend Acceptance When Appropriate
- Prepare Project Closeout Paperwork

#### The following scope of services will be provided by EEI's Subconsultants:

- Rubino Engineering Material Testing (as needed)
- Archer Consultants Shop Drawing Review and Punch List Assistance (Electrical Items Only)

#### **Exclusions**

Field Meetings Requiring EEI Management

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



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# ATTACHMENT C ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR PROFESSIONAL ENGINEERING SERVICES FOR

PRESSURE REDUCING VALVE REPLACEMENT PROGRAM - YEAR 1 VOA17-02-22A VILLAGE OF ALGQONQUIN, IL

June 9, 2020



|        |   | ENTITY:                 |           | ENGIN   | EERING   |          |         | SURVEYING |            | DR/     | AFTING       | ADMIN. | WORK  |           |
|--------|---|-------------------------|-----------|---------|----------|----------|---------|-----------|------------|---------|--------------|--------|-------|-----------|
|        |   |                         | PRINCIPAL | SENIOR  | SENIOR   |          | SENIOR  |           |            |         | SENIOR       |        | ITEM  | COST      |
| WORK   |   | PROJECT ROLE:           | IN        | PROJECT | PROJECT  | PROJECT  | PROJECT | PROJECT   | PROJECT    | CAD     | PROJECT      |        | HOUR  | PER       |
| ITEM   |   |                         | CHARGE    | MANAGER | ENGINEER | ENGINEER | MANAGER | MANAGER   | TECHNICIAN | MANAGER | TECHNICIAN I | ADMIN. | SUMM. | ITEM      |
| NO.    | WORK ITEM                               | HOURLY RATE:            | \$214     | \$209   | \$160    | \$145    | \$203   | \$183     | \$158      | \$158   | \$145        | \$70   |       |           |
| CONSTR | UCTION ENGINEERING                      |                         |           |         |          |          |         |           |            |         |              |        |       |           |
| 3.1    | Contract Administration                 |                         | -         | 14      | 29       | -        | -       | -         | -          | -       | -            | -      | 43    | \$ 7,566  |
| 3.2    | Construction Layout and Record Drawings |                         | -         | 1       | 2        | -        | 1       | -         | 20         | -       | -            | -      | 24    | \$ 3,892  |
| 3.3    | Observation and Documentation           |                         | -         | 3       | 227      | -        | -       | -         | 1          | ı       | -            | 1      | 231   | \$ 37,017 |
|        | Construction                            | n Engineering Subtotal: | -         | 18      | 258      | -        | 1       | -         | 20         | -       | -            | 1      | 298   | \$ 48,475 |
|        |   | PROJECT TOTAL:          |           | 18      | 258      | _        | 1       | -         | 20         |         |              | 1      | 298   | 48.475    |

| DIRECT EXPENS               | ES |       |
|-----------------------------|----|-------|
| Printing =                  | \$ | -     |
| Mileage =                   | \$ | 300   |
| Rubino (Material Testing) = | \$ | 1,650 |
| Archer (Electrical) =       | \$ | 1,320 |
| DIRECT EXPENSES =           | \$ | 3,270 |

| LABOR SUMMARY             |              |
|---------------------------|--------------|
| Engineering Expenses =    | \$<br>45,042 |
| Surveying Expenses =      | \$<br>3,363  |
| Drafting Expenses =       | \$<br>-      |
| Administrative Expenses = | \$<br>70     |
| TOTAL LABOR EXPENSES =    | \$<br>48,475 |

| TOTAL EXPENSES = | \$<br>51,745 |  |
|------------------|--------------|--|
|                  |              |  |

 $$$\Milkyway\EEI\_Storage\Docs\Public\Algonquin\2018\AL1803\ PRV\ Replacement\ Program-Year\ 1\Proposal\PSA-CO\[04.\ Attachment\ C-Level\ of\ Effort-Phase\ III.xlsx\]Fee\ Summary\ Proposal\PSA-CO\[04.\ Attachment\ C-Level\ of\ Effort-Phase\ III.xlsx\]Fee\ Proposal\PSA-CO\[04.\ Attachment\ D-Level\ of\ Effort-Phase\ III.xlsx\]Fee\ Proposal\PSA-CO\[04.\ Attachment\ D-Level\ of\ Effort-Phase\ III.xlsx\]$ 



# ATTACHMENT D ANTICIPATED PROJECT SCHEDULE

PRESSURE REDUCING VALVE REPLACEMENT PROGRAM - YEAR 1 VOA17-02-22A VILLAGE OF ALGONQUIN, IL

June 9, 2020



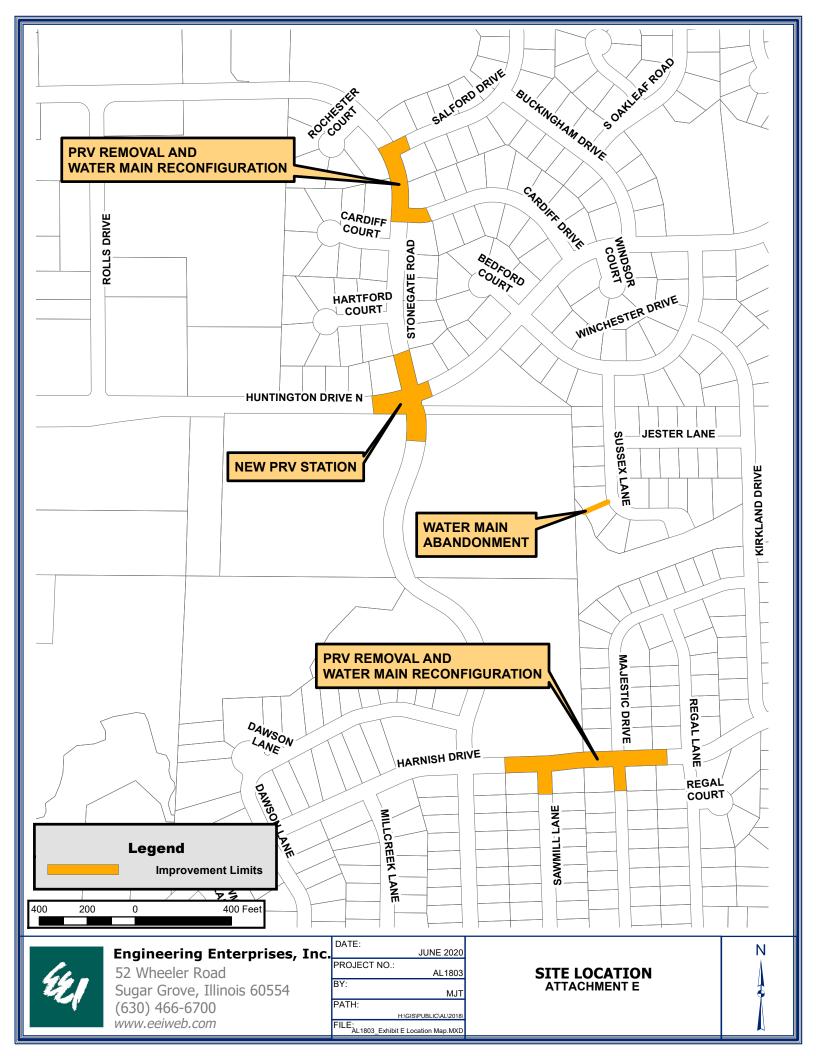
# Outstanding Service ~ Every Client ~ Every Day

| WORK     |   | Year:          |   |    |    |   |   |    |     |   |   |     |      |   |   | 202  | 20  |   |   |      |     |   |    |      |      |   |     |      |    |
|----------|---|----------------|---|----|----|---|---|----|-----|---|---|-----|------|---|---|------|-----|---|---|------|-----|---|----|------|------|---|-----|------|----|
| ITEM     |   | Month:         |   | Ju | ne |   |   | Jı | ıly |   |   | Aug | just |   | S | epte | mbe | r |   | Octo | ber |   | No | oven | nber |   | De  | cemb | er |
| NO.      | WORK ITEM                               | Week Starting: | 1 | 2  | 3  | 4 | 1 | 2  | 3   | 4 | 1 | 2   | 3    | 4 | 1 | 2    | 3   | 4 | 1 | 2    | 3   | 4 | 1  | 2    | 3    | 4 | 1 2 | 2 3  | 4  |
| CONSTRUC | CTION ENGINEERING                       |                |   |    |    |   |   |    |     |   |   |     |      |   |   |      |     |   |   |      |     |   |    |      |      |   |     |      |    |
| 3.1      | Contract Administration                 |                |   |    |    |   |   |    |     |   |   |     |      |   |   |      |     |   |   |      |     |   |    |      |      |   |     |      |    |
| 3.2      | Construction Layout and Record Drawings |                |   |    |    |   |   |    |     |   |   |     |      |   |   |      |     |   |   |      |     |   |    |      |      |   |     |      |    |
| 3.3      | Observation and Documentation           |                |   |    |    |   |   |    |     |   |   |     |      |   |   |      |     |   |   |      |     |   |    |      |      |   |     |      |    |

\\Milkyway\EEI\_Storage\Docs\Public\Algonquin\2018\AL1803 PRV Replacement Program-Year 1\Proposal\PSA - CO\\05. Attachment D - Project Schedule.xls\Project Schedule

# Anticipated Schedule:

Pre Construction Meeting 6/29/2020 Construction Start 7/6/2020 Substantial Completion Date 11/20/2020





# Standard Schedule of Charges

January 1, 2020

| EMPLOYEE DESIGNATION   | CLASSIFICATION   | HOURLY RATE            |
|--|--|------------------------|
| Senior Principal   | E-4  | \$214.00               |
| Principal  | E-3  | \$209.00               |
| Senior Project Manager   | E-2  | \$203.00               |
| Project Manager  | E-1  | \$183.00               |
| Senior Project Engineer/Planner/Surveyor II  | P-6  | \$172.00               |
| Senior Project Engineer/Planner/Surveyor I   | P-5  | \$160.00               |
| Project Engineer/Planner/Surveyor  | P-4  | \$145.00               |
| Senior Engineer/Planner/Surveyor   | P-3  | \$133.00               |
| Engineer/Planner/Surveyor  | P-2  | \$121.00               |
| Associate Engineer/Planner/Surveyor  | P-1  | \$109.00               |
| Senior Project Technician II   | T-6  | \$158.00               |
| Senior Project Technician I  | T-5  | \$145.00               |
| Project Technician   | T-4  | \$133.00               |
| Senior Technician  | T-3  | \$121.00               |
| Technician   | T-2  | \$109.00               |
| Associate Technician   | T-1  | \$ 96.00               |
| GIS Technician   | G-1  | \$ 90.00               |
| Engineering/Land Surveying Intern  | I-1  | \$ 79.00               |
| Administrative Assistant   | A-3  | \$ 70.00               |
| VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EX<br>Vehicle for Construction Observation<br>In-House Scanning and Reproduction                  | PERT TESTIMONY \$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color) | \$ 15.00               |
| Reimbursable Expenses (Direct Costs) Services by Others (Direct Costs) Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone Expert Testimony | Cost + 10%   | \$ 200.00<br>\$ 250.00 |



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/12/2019

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).

| 00//504050                         | OFFICIOATE MUME              | <b>ED</b>           |                          | DEN ((01011 1))               |                          |         |
|------------------------------------|------------------------------|---------------------|--------------------------|-------------------------------|--------------------------|---------|
| Sugar Grove                        | IL                           | 60554               | INSURER F:               |                               |                          |         |
|                                    |                              |                     | INSURER E :              |                               |                          |         |
| 52 Wheeler Road                    |                              |                     | INSURER D:               |                               |                          |         |
| Engineering Enterprises, Inc.      |                              |                     | INSURER C:               |                               |                          |         |
| INSURED                            |                              |                     | INSURER B:               |                               |                          |         |
|                                    |                              |                     | INSURER A : W            | est Bend Mutual Insurance Co  | mpany                    | 15350   |
| North Aurora, IL 60542             |                              |                     |                          | INSURER(S) AFFORDING COVERAGE |                          | NAIC#   |
| 161 S. Lincolnway, Suite 206       |                              |                     | E-MAIL<br>ADDRESS:       | jvolkmanins@gmail.com         |                          |         |
| Volkman Insurance Agency           |                              |                     | PHONE<br>(A/C, No, Ext): | 630-897-8824                  | FAX<br>(A/C, No): 630-89 | 97-1550 |
| PRODUCER                           |                              |                     | CONTACT<br>NAME:         | Jeff Volkman                  |                          |         |
| tilis certificate does not comer n | ignits to the certificate in | older III lied of 3 | ucii elluoi sell         | nent(3).                      |                          |         |

COVERAGES CERTIFICATE NUMBER: 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<br>LTR |        | TYPE OF INSURANCE                                 | ADDL | POLICY NUMBER | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMIT  | s  |           |
|-------------|--------|---|------|---------------|----------------------------|----------------------------|--|----|-----------|
| Α           | XX     | COMMERCIAL GENERAL LIABILITY                      |      | A482805 01    | 07/12/19                   | 07/12/20                   | EACH OCCURRENCE                              | \$ | 1,000,000 |
|             |        | CLAIMS-MADE XX OCCUR                              |      |               |                            |                            | DAMAGE TO RENTED<br>PREMISES (Ea occurrence) | \$ | 300,000   |
|             | ХХ     | Blanket Primary & Non-Cont                        |      |               |                            |                            | MED EXP (Any one person)                     | \$ | 10,000    |
|             | ХХ     | Blanket Waiver of Subro.                          |      |               |                            |                            | PERSONAL & ADV INJURY                        | \$ | 1,000,000 |
|             | GEN    | I'L AGGREGATE LIMIT APPLIES PER:                  |      |               |                            |                            | GENERAL AGGREGATE                            | \$ | 2,000,000 |
|             |        | POLICY XX PRO-<br>JECT LOC                        |      |               |                            |                            | PRODUCTS - COMP/OP AGG                       | \$ | 2,000,000 |
|             |        | OTHER:  |      |               |                            |                            |  | \$ |           |
| Α           | AUT    | OMOBILE LIABILITY                                 |      | A482805 01    | 07/12/19                   | 07/12/20                   | COMBINED SINGLE LIMIT (Ea accident)          | \$ | 1,000,000 |
|             | ХХ     | ANY AUTO  |      |               |                            |                            | BODILY INJURY (Per person)                   | \$ |           |
|             |        | OWNED SCHEDULED AUTOS ONLY                        |      |               |                            |                            | BODILY INJURY (Per accident)                 | \$ |           |
|             | ХХ     | HIRED XX NON-OWNED AUTOS ONLY                     |      |               |                            |                            | PROPERTY DAMAGE (Per accident)               | \$ |           |
|             |        |   |      |               |                            |                            |  | \$ |           |
| Α           |        | UMBRELLA LIAB XX OCCUR                            |      | A482805 01    | 07/12/19                   | 07/12/20                   | EACH OCCURRENCE                              | \$ | 5,000,000 |
|             | ХХ     | EXCESS LIAB CLAIMS-MADE                           |      |               |                            |                            | AGGREGATE                                    | \$ | 5,000,000 |
|             |        | DED XX RETENTION\$ Waived                         |      |               |                            |                            |  | \$ |           |
| Α           |        | RKERS COMPENSATION EMPLOYERS' LIABILITY           |      | A482810 01    | 07/12/19                   | 07/12/20                   | XX PER OTH-                                  |    |           |
|             | ANY    | PROPRIETOR/PARTNER/EXECUTIVE                      | N/A  |               |                            |                            | E.L. EACH ACCIDENT                           | \$ | 500,000   |
|             | (Man   | idatory in NH)                                    | 11/6 |               |                            |                            | E.L. DISEASE - EA EMPLOYEE                   | \$ | 500,000   |
|             | If yes | s, describe under<br>CRIPTION OF OPERATIONS below |      |               |                            |                            | E.L. DISEASE - POLICY LIMIT                  | \$ | 500,000   |
|             |        |   |      |               |                            |                            |  |    |           |
|             |        |   |      |               |                            |                            |  |    |           |
|             |        |   |      |               |                            |                            |  |    |           |

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

| CERTIFICATE HOLDER            | CANCELLATION   |
|-------------------------------|--|
| Engineering Enterprises, Inc. | 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  |
|                               | X442 Dr  |
|                               | •  |