

AGENDA
COMMITTEE OF THE WHOLE
October 18, 2022
2200 Harnish Drive
Village Board Room
7:45 P.M.

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

- AGENDA -

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. Consider a Final Plat of Resubdivision for the Algonquin Commons Planned Unit Development
4. **General Administration**
 - A. Consider an Agreement with Hitchcock Design Group for the Engineering Services for the Presidential Park Redevelopment Project
5. **Public Works & Safety**
 - A. Consider an Agreement with Alpha Paintworks Inc. for the Painting of Fire Hydrants
6. **Executive Session** (If needed)
7. **Other Business**
8. **Adjournment**



Village of Algonquin

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

AGENDA ITEM

| | |
|-----------------------------|--|
| <u>MEETING TYPE:</u> | Committee of the Whole |
| <u>MEETING DATE:</u> | October 18, 2022 |
| <u>SUBMITTED BY:</u> | Jason C. Shallcross, AICP Patrick M. Knapp, AICP |
| <u>DEPARTMENT:</u> | Community Development |
| <u>SUBJECT:</u> | Approval of an Amendment to Ordinance 2004-O-44 to approve a Final Plat of Resubdivision for the Algonquin Commons Planned Unit Development. |

ACTION REQUESTED:

Sherry DeVoge, the “Petitioner”, is seeking approval of an amendment to Ordinance 2004-O-44 and approval of a Final Plat of Resubdivision, the “Request” for the property located west of Randall Road between County Line Road and Corporate Parkway, the “Subject Property”, also known as the Algonquin Commons.

BOARD/COMMISSION REVIEW

The Planning and Zoning Commission reviewed the Petitioner’s Request at the October 10, 2022, Planning and Zoning Commission Meeting. See the attached Planning and Zoning Staff Report for Case No. PZ-2022-20 and draft minutes from the October 10, 2022, Planning and Zoning Commission Meetings.

At the Planning and Zoning Commissioner Meeting, no one from the public made comment during the Public Hearing. The Planning and Zoning Commission accepted staff’s findings as the findings of the Planning and Zoning Commission and recommended approval of the Request, subject to the conditions outlined in the Staff Report and also final staff approval (approved 7-0).

DISCUSSION:

Background – Sherry DeVoge, the “Petitioner”, is seeking approval of an amendment to Ordinance 2004-O-44 (*An Ordinance Issuing A Special Use Permit and Approving a Final Plat of Subdivision For Phase II of the Algonquin Commons Retail Center*) and approval of a Final Plat of Resubdivision for the property located west of Randall Road between County Line Road and Corporate Parkway, the “Subject Property”, also known as the Algonquin Commons. The Request would subdivide the two (2) lot development into three (3) lots. The newly created lot will include the existing building at 1500 South Randall Road which is currently occupied by Ashley Furniture.

Requests –

Amendment to the Planned Development

The Petitioner is amending the existing Planned Development that was approved through Ordinance 2004-O-44: *An Ordinance Issuing A Special Use Permit and Approving a Final Plat of Subdivision For Phase II of the Algonquin Commons Retail Center.*

Final Plat of Subdivision Algonquin Commons Resubdivision No. 1

The Subject Property currently exists as two Lots (PINs 03-06-226-002 and 03-06-276-001). The Petitioner will be subdividing a third lot from the two existing lots:

Table 1: Breakdown of the acreage of the lots, before and after the resubdivision

| | Existing | Change | Proposed |
|-------|----------|---------|----------|
| Lot 1 | 48.2 ac | -0.4 ac | 47.8 ac |
| Lot 2 | 18.7 ac | -2.9 ac | 15.8 ac |
| Lot 3 | | | 3.3 ac |

Staff requested that the Petitioner provide a perpetual cross-access easement to ensure that Lot 3 has access to a public roadway, which the Petitioner has provided. Also, as a condition of Planning & Zoning Commission approval, the Petitioner was required to submit the Plat to Kane County Division of Transportation for review. Kane County Division of Transportation has now reviewed the Plat and approved.

RECOMMENDATION:

Staff recommends approval of the amendment to Ordinance 2004-O-44 (*An Ordinance Issuing A Special Use Permit and Approving a Final Plat of Subdivision For Phase II of the Algonquin Commons Retail Center*) and approval of a Final Plat of Resubdivision for Algonquin Commons, as outlined in the Staff Report for case PZ-2022-20, subject to the following conditions and final staff approval:

- a. The Final Plat of Subdivision titled “Final Plat of Subdivision Algonquin Commons Resubdivision No. 1”, as prepared by Jacob & Hefner Associates, with the latest revision date of October 3, 2022

ATTACHMENTS:

- Exhibit A Final Plat of Subdivision titled “Final Plat of Subdivision Algonquin Commons”, as prepared by Duke Construction, with the latest revision date of November 28, 2005
- Exhibit B Final Plat of Subdivision titled “Final Plat of Subdivision Algonquin Commons Resubdivision No. 1”, as prepared by Jacob & Hefner Associates, with the latest revision date of October 3, 2022
- Exhibit C Draft Minutes from the October 10, 2022, Planning & Zoning Commission Meeting

PW's
03-06-200-C21
03-06-200-C20
03-06-200-C08
03-06-200-C06

ALGONQUIN COMMONS

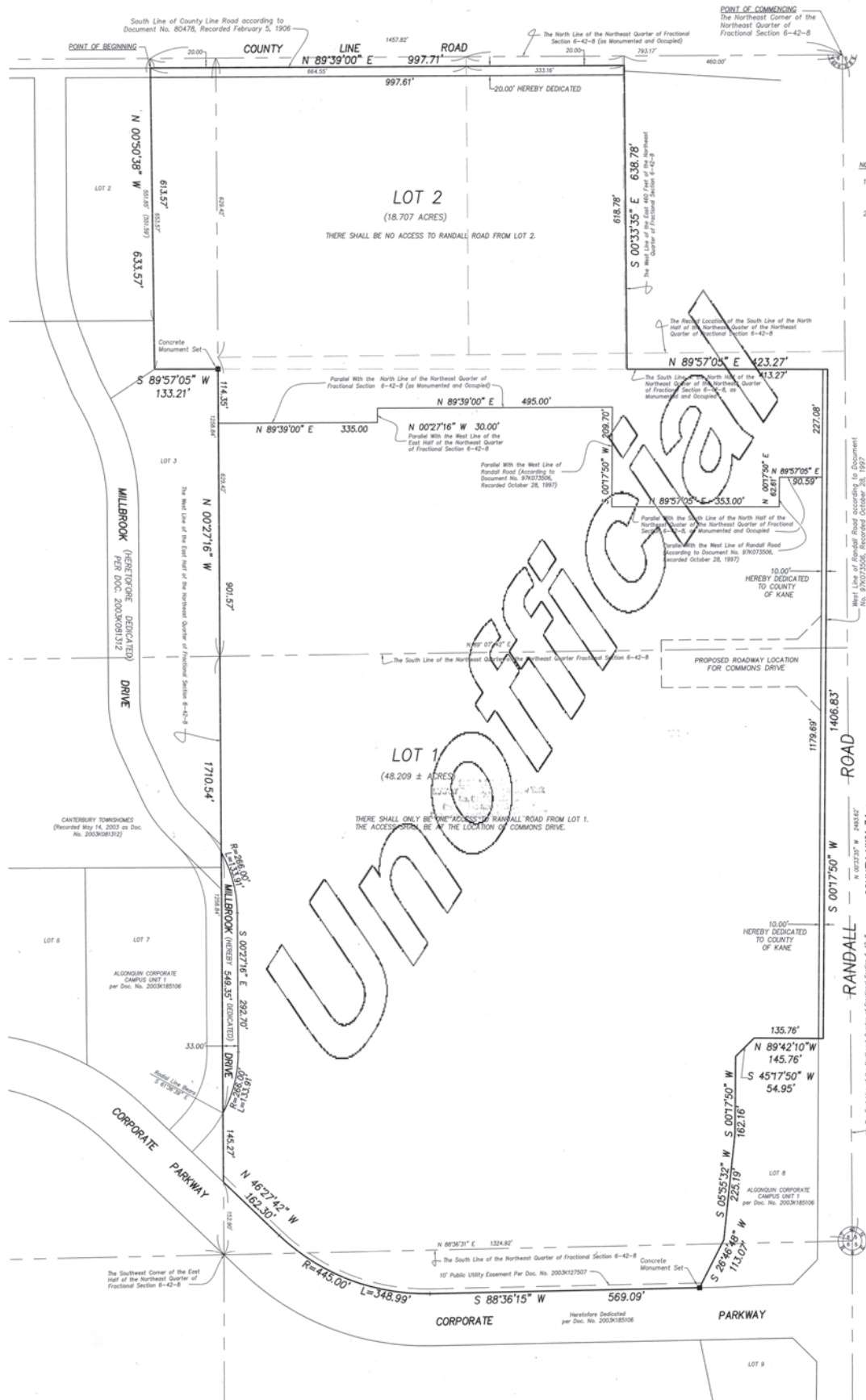
PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN THE VILLAGE OF ALGONQUIN, DUNDEE TOWNSHIP, KANE COUNTY, ILLINOIS
(CONTAINING 68.050 ± ACRES)

2006K 007237
Sandy Wegman - Recorder
Kane County, IL
Recorded on 1/19/2006 2:53 pm
Rec Fee: \$ 75. Pages: 3

Scale 1" = 100'

BASIS OF BEARINGS
EAST LINE OF THE NORTHEAST
QUARTER OF FRACTIONAL
SECTION 6-42-8
BEARING N 00°33'35" W

- NOTES:**
- 1: SET 5/8"x 24" IRON RODS AT ALL CORNERS, POINT OF CURVATURE AND ANGLE POINTS, UNLESS OTHERWISE NOTED
 - 2: VILLAGE ORDINANCES SUPERSEDE ANY PRIVATE COVENANTS AND RESTRICTION THAT ARE LESS RESTRICTIVE THAN SAID ORDINANCES.



| | |
|----------------|--|
| Survey No.: | D 0 3 6 |
| Ordered By: | Duke Construction |
| Description: | FINAL PLAT OF SUBDIVISION ALGONQUIN COMMONS |
| Date Prepared: | November 28, 2005 |
| Drawn By: | TR |
| Scale: | 1" = 100' |
| Prepared By: | PW |

REVISED 11/28/05 Signature Blocks
REVISED 07/14/04 per County
REVISED 06/17/04 per Client

ALGONQUIN COMMONS

PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN THE VILLAGE OF ALGONQUIN, DUNDEE TOWNSHIP, KANE COUNTY, ILLINOIS
(CONTAINING 68.050 ± ACRES)

2006K 007237
Sandy Wegman - Recorder
Kane County, IL
Recorded on 1/19/2006 2:53 pm
Rec Fee \$75. Pages 3

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MAHENRY AND KANE) SS

Approved and accepted by the President and Board of Trustees of the Village of Algonquin, Mahenry County and Kane County, Illinois, this day of September, 2005.

By: Jim C. Selby Attest: Shelly Hentz
President Village Clerk
VILLAGE OF ALGONQUIN
Incorporated February 1939

PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MAHENRY AND KANE) SS

This is to certify that members of the Planning and Zoning Commission of the Village of Algonquin, Mahenry County and Kane County, Illinois, have reviewed the above plat.

Dated this 11th day of August, 2005

Margaret M. Ann
Chairperson

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
COUNTY OF MAHENRY AND KANE) SS

I, William J. Gronek, Village Collector of the Village of Algonquin, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments or any deferred installment thereof that have been apportioned against the land included in this Plat of Subdivision.

Dated at Algonquin, Mahenry and Kane Counties, Illinois, this 11th day of December, 2005

William J. Gronek
Village Collector

SURFACE WATER DRAINAGE STATEMENT

STATE OF ILLINOIS)
COUNTY OF DuPage) SS

To the best of our knowledge and belief, the drainage of surface waters will not be changed by the construction of such subdivision or any part thereof, or that if such surface water drainage will change, reasonable provisions have been made for collection and discharge of such surface waters into public or private areas and/or drains which the subdivisor has a right to use and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of substantial damage to the adjoining property because of the construction of the subdivision.

Dated this 30th day of November, 2005.

W. S. H.
Registered Professional Engineer

COUNTY ENGINEER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

Accepted and approved this 21st day of DECEMBER, 2005.

Carl Schuch
County Engineer

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

This is to certify that I, Shelly Hentz, County Clerk of Kane County, Illinois, do hereby certify that there are no delinquent general taxes, no unpaid forfeited taxes and no redeemable tax sales against any of the land included in the subject plat.

I further certify that I have received all statutory fees in connection with the subject plat.

Given under my hand and seal in Geneva, Illinois this 19th day of January, 2006.

Shelly Hentz
Kane County Clerk

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

This instrument was filed for record in the Recorder's Office of Kane County, Illinois, this 18th day of January, 2006, at 2:00 o'clock P.M. and recorded in Map Book 2006K 007237 as Document Number 2006K 007237.

Sandy Wegman
Kane County Recorder

OWNER CERTIFICATE

State of Ohio)
County of Hamilton) SS

This is to certify that the following is/are the owner/s of the property described hereon and has caused the same to be plotted and recorded as indicated hereon, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title hereon indicated:

ALGONQUIN COMMONS (PHASE I) PROPERTY OWNERS (two co-tenants; see Memorandum of Tenancy in Common Agreement for Recording recorded November 5, 2004 as Document No. 2004K145146)
ALGONQUIN COMMONS, LLC, an Illinois limited liability company and ALGONQUIN PHASE I ASSOCIATES LLC, an Illinois limited liability company
Dated this 23rd day of December, 2005

By: Jeffrey R. Anderson
an Ohio corporation and its authorized agent
By: Jeffrey R. Anderson
Name: Jeffrey R. Anderson
Its: President

NOTARY CERTIFICATE

State of Ohio)
County of Hamilton) SS

I hereby certify that the person(s)/corporation(s) whose names are subscribed to the foregoing certificate are known to me as such owner(s), given under my hand and notary seal

this 23rd day of December, 2005
(notary expires)

Melissa Lawton
Notary Public, State of Ohio
My Commission Expires 10-25-06

MORTGAGE CERTIFICATE

State of New York)
County of New York) SS

Teachers Insurance and Annuity Association of America, Inc., a New York Corporation, holder of the certain mortgage recorded as document numbers 2004K145146, 2004K163574 and 2004K16572, respectively in the Kane County, Illinois records, hereby agrees to the execution, delivery and recording of this plat.

By: Kelly West
Name: Kelly West
Its: President

State of New York)
County of New York) SS

The foregoing instrument was acknowledged to me this 6th day of January, 2006, by Kelly West, Association of America, a New York Corporation, on behalf of the corporation.

Elodia Mantie
Notary Public, State of New York
Qualified in New York County
Commission Expires March 25, 2006

OWNER CERTIFICATE

State of Ohio)
County of Hamilton) SS

This is to certify that the following is/are the owner/s of the property described hereon and has caused the same to be plotted and recorded as indicated hereon, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title hereon indicated:

THE EXCHANGE AT ALGONQUIN COMMONS (PHASE II) PROPERTY OWNERS (Seven co-tenants; see Memorandum of Tenancy in Common Agreement for Recording recorded October 12, 2004 as Document No. 2004K132532)
ALGONQUIN COMMONS, LLC, an Illinois limited liability company, ALGONQUIN PHASE II ASSOCIATES LLC, an Illinois limited liability company, JRA ANDERSON OFFICE PARK, LLC, an Ohio limited liability company, JRA BECHMONT THINS, LLC, an Ohio limited liability company, JRA FAMILY LIMITED LIABILITY COMPANY, an Ohio limited liability company, MFT ASSOCIATES, LLC, an Ohio limited liability company and TGH ASSOCIATES, LLC, an Ohio limited liability company
Dated this 23rd day of December, 2005

By: Jeffrey R. Anderson
an Ohio corporation and its authorized agent
By: Jeffrey R. Anderson
Name: Jeffrey R. Anderson
Its: President

NOTARY CERTIFICATE

State of Ohio)
County of Hamilton) SS

I hereby certify that the person(s)/corporation(s) whose names are subscribed to the foregoing certificate are known to me as such owner(s), given under my hand and notary seal

this 23rd day of December, 2005
(notary expires)

Melissa Lawton
Notary Public, State of Ohio
My Commission Expires 10-25-06

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL) SS

This is to certify to the Village of Algonquin that I, James M. McKenzie, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed, subdivided and plotted for the owners thereof the following legally described property, and that the plot hereon drawn is a correct representation thereof.

THAT PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 6; THENCE SOUTH 89° 39' 00" WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 1457.82 FEET; THENCE SOUTH 00° 50' 38" EAST TO A LINE 20.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, FOR THE POINT OF BEGINNING; THENCE NORTH 89° 39' 00" EAST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, 897.71 FEET TO THE WEST LINE OF THE EAST 460.00 FEET OF SAID NORTHEAST QUARTER; THENCE SOUTH 00° 33' 35" EAST ALONG SAID WEST LINE, 638.76 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER, AS MONUMENTED AND OCCUPIED; THENCE NORTH 89° 57' 05" EAST ALONG SAID SOUTH LINE, 423.27 FEET TO THE WEST LINE OF RANDALL ROAD ACCORDING TO DOCUMENT NO. 97K073506, RECORDED OCTOBER 28, 1997; THENCE SOUTH 00° 17' 50" WEST ALONG SAID WEST LINE, 1406.83 FEET; THENCE SOUTH 89° 42' 10" WEST, 143.76 FEET; THENCE SOUTH 45° 17' 50" WEST, 54.95 FEET; THENCE SOUTH 00° 17' 50" WEST PARALLEL WITH SAID WEST LINE OF RANDALL ROAD, 162.16 FEET; THENCE SOUTH 05° 55' 32" WEST, 225.19 FEET; THENCE SOUTH 26° 46' 48" WEST, 113.07 FEET; THENCE SOUTH 88° 36' 15" WEST, 569.09 FEET TO A POINT OF CURVATURE; THENCE WESTERLY AND NORTHWESTERLY, BEING A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 445.00 FEET, AN ARC LENGTH OF 348.99 FEET, A CHORD BEARING OF NORTH 68° 55' 44" WEST AND A CHORD DISTANCE OF 340.11 FEET; THENCE NORTH 48° 27' 42" WEST, 162.50 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 00° 27' 18" WEST ALONG SAID WEST LINE, 1710.54 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 89° 57' 05" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF, 133.21 FEET; THENCE NORTH 00° 00' 38" WEST, 633.57 FEET TO THE POINT OF BEGINNING. IN THE CASE OF ALGONQUIN, DUNDEE TOWNSHIP, KANE COUNTY, ILLINOIS (CONTAINING 68.050 ACRES, MORE OR LESS)

I further certify that iron stakes have been set at all lot corners, points of curvature and tangency, except where concrete monuments are indicated, and that the plot hereon drawn correctly represents said survey and subdivision as required by the Plat Act (765 ILCS 205/0.01 et seq.) Dimensions are given in feet and decimal parts thereof.

I further certify that the foregoing falls within the corporate limits of the Village of Algonquin, and I further certify that according to the Flood Insurance Rate Map, Community Panel Number 17089 C 0065 F, with an effective date of December 20, 2002, this site appears to be located in Zone "X" (area determined to be outside 500 year floodplain) to the best of my knowledge and belief.

Dated at Joliet, Illinois this 29th day of November, 2005.

James M. McKenzie
Illinois Professional Land Surveyor No. 35-3247



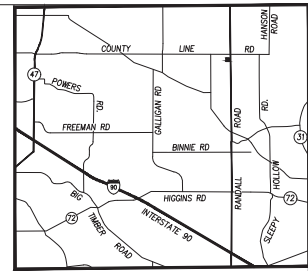
JACOB & REYNOLDS ASSOCIATES, P.C.
Surveyors
1100 N. Lincoln
Joliet, IL 60438
TEL: 815-724-1100 FAX: 815-724-1101
E-MAIL: JACOB@JRA-PC.COM
JRA-PC.COM

PARCEL INDEX NUMBERS

03-06-226-002
03-06-276-001

FINAL PLAT OF SUBDIVISION ALGONQUIN COMMONS RESUBDIVISION NO. 1

BEING A RESUBDIVISION OF PART OF LOTS 1 AND 2 IN ALGONQUIN COMMONS SUBDIVISION RECORDED JANUARY 19, 2006 AS DOCUMENT NUMBER 2006K007237, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.



Vicinity Map - Not to Scale

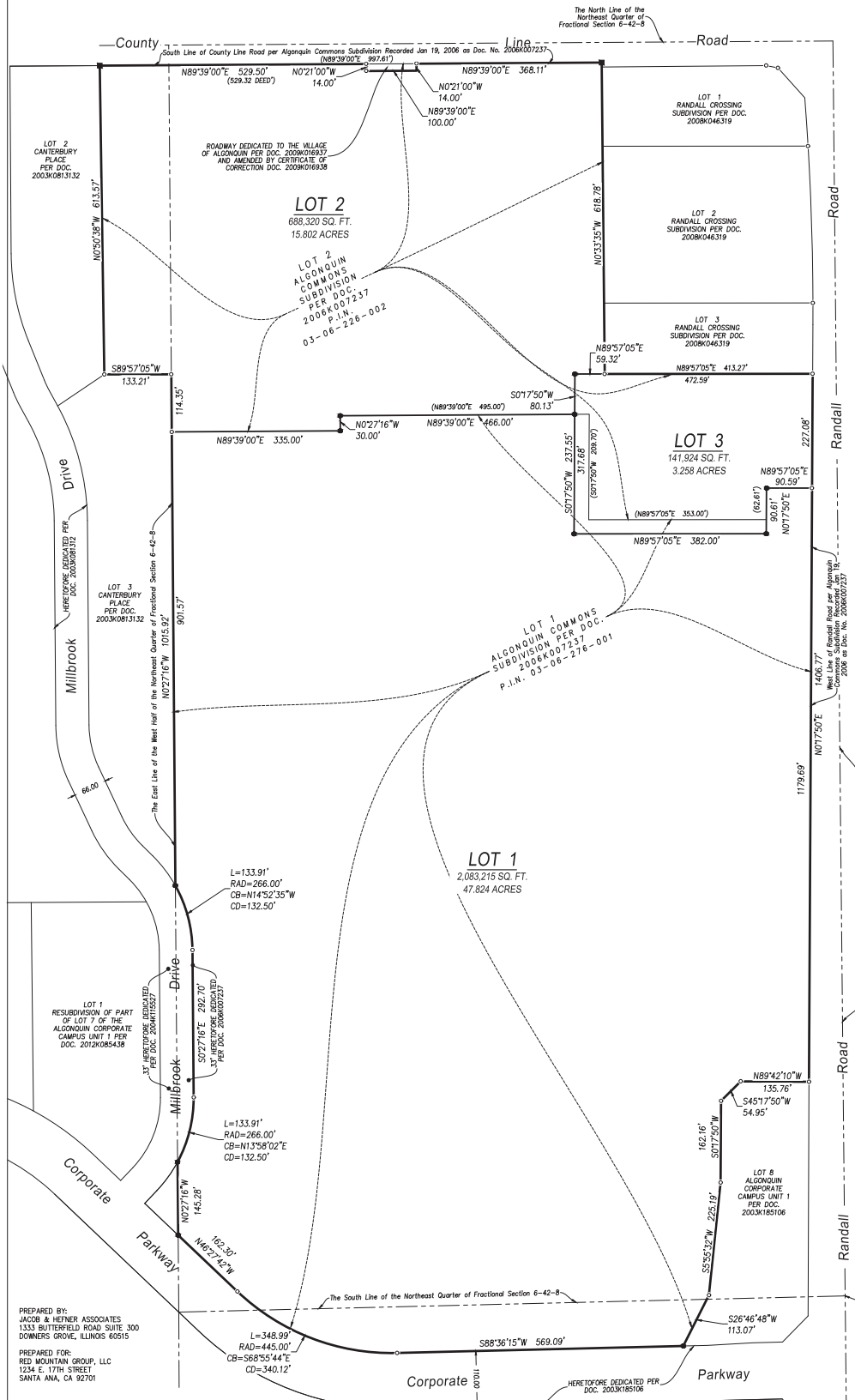
BASIS OF BEARINGS

THE EAST LINE OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 6-42-8.

0' 50' 100' 200'
SCALE: 1" = 100'

NOTE:

THE FOLLOWING LANGUAGE IS SHOWN ON ALGONQUIN COMMONS PER DOCUMENT NUMBER R2006007237: THERE SHALL BE NO ACCESS TO RANDALL ROAD FROM LOT 2 AND THERE SHALL ONLY BE ONE ACCESS TO RANDALL ROAD FROM LOT 1. THE ACCESS SHALL BE AT THE LOCATION OF COMMONS DRIVE.



| AREA SUMMARY | | |
|--------------|-----------|--------|
| DESIGNATION | SQ. FT. | ACRES |
| LOT 1 | 2,083,215 | 47.824 |
| LOT 2 | 688,320 | 15.802 |
| LOT 3 | 141,924 | 3.258 |
| TOTAL | 2,913,459 | 66.884 |

ABBREVIATIONS

XXX.XX MEASURED DIMENSION
XXX.XX RECORD DIMENSION
CB CHORD BEARING
CD CHORD DISTANCE
DOC. DOCUMENT
L ARC LENGTH
NO. NUMBER
P.I.P. PARCEL INDEX NUMBER
P.U.E. PUBLIC UTILITY EASEMENT
RAD. RADIUS
■ CONCRETE MONUMENT TO BE SET



REVISED 10-03-22
SHEET 1 OF 4

| | |
|----------------|---------------------------------------|
| Survey No.: | D 0 3 6 v |
| Ordered By: | Red Mountain Group, Inc. |
| Description: | Algonquin Commons Resubdivision No. 1 |
| Date Prepared: | June 28, 2022 |
| Scale: | 1" = 100' |
| Prepared By: | BRP |

BEING A RESUBDIVISION OF PART OF LOTS 1 AND 2 IN ALGONQUIN COMMONS
SUBDIVISION RECORDED JANUARY 19, 2006 AS DOCUMENT NUMBER 2006K007237,
BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH,
RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

BEING A RESUBDIVISION OF PART OF LOTS 1 AND 2 IN ALGONQUIN COMMONS
SUBDIVISION RECORDED JANUARY 19, 2006 AS DOCUMENT NUMBER 2006K007237,
BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH,
RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

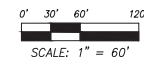
CROSS ACCESS EASEMENT PROVISIONS

A CROSS ACCESS EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL OWNERS WITHIN THIS SUBDIVISION, THEIR HEIRS, SUCCESSORS, ASSIGNS AND INVITEES, OVER ALL AREAS HEREON PLATTED AND DESIGNATED "CROSS ACCESS EASEMENT HEREBY GRANTED" FOR THE RIGHT OF TRANSFER ACROSS THE PROPERTY FOR PEDESTRIAN AND VEHICULAR TRAFFIC. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT THE SAME MAY BE USED FOR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

CROSS HATCHED AREA
DENOTES CROSS ACCESS
EASEMENT HEREBY GRANTED

BASIS OF BEARINGS

ILLINOIS STATE PLANE
COORDINATES - EAST
ZONE - NORTH
AMERICAN DATUM OF
1983 - ADJUSTED TO
GROUND COORDINATES



ABBREVIATIONS

| | |
|-----------|-----------------------------|
| XXX.XX' | MEASURED DIMENSION |
| (XXX.XX') | RECORD DIMENSION |
| CB | CHORD BEARING |
| CD | CHORD DISTANCE |
| DOC. | DOCUMENT |
| L | ARC LENGTH |
| NO. | NUMBER |
| P.I.P. | PARCEL INDEX NUMBER |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| RAD | RADIUS |
| ■ | CONCRETE MONUMENT TO BE SET |

PUBLIC UTILITY EASEMENT
(P.U.E.) PER DOC. 2006K007019

DRAINAGE EASEMENT PER DOC.
2006K007019

LOTS 2 AND 3
EASEMENT DETAIL

| | | | |
|----------------|---------------------------------------|--------------|-----|
| Survey No.: | D 0 3 6 v | | |
| Ordered By: | Red Mountain Group, Inc. | | |
| Description: | Algonquin Commons Resubdivision No. 1 | | |
| Date Prepared: | June 28, 2022 | | |
| Scale: | 1" = 60' | Prepared By: | FDD |



JACOB & HEFNER
ASSOCIATES
1333 Butterfield Road, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhefner.com
Illinois Professional Design Firm
License No. 184-003073 Exp. 4/30/23

| | |
|----|---|
| 22 | |
| 4 | |
| | |
| | 1 |
| | |
| | |

BEING A RESUBDIVISION OF PART OF LOTS 1 AND 2 IN ALGONQUIN COMMONS
SUBDIVISION RECORDED JANUARY 19, 2006 AS DOCUMENT NUMBER 2006K007237,
BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH,
RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

| | |
|-----------|-----------------------------|
| XXX.XX' | MEASURED DIMENSION |
| (XXX.XX') | RECORD DIMENSION |
| CB | CHORD BEARING |
| CD | CHORD DISTANCE |
| DOC. | DOCUMENT |
| L | ARC LENGTH |
| NØ. | NUMBER |
| P.I.P. | PARCEL INDEX NUMBER |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| RAD | RADIUS |
| ■ | CONCRETE MONUMENT TO BE SET |

ILLINOIS STATE PLANE
COORDINATES - EAST
ZONE - NORTH
AMERICAN DATUM OF
1983 - ADJUSTED TO
GROUND COORDINATES

JACOB & HEFNER
ASSOCIATES
1333 Butterfield Road, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4680, FAX: (630) 652-4601
www.jacobandhefner.com
Illinois Professional Design Firm
License No. 184-005073 Exp. 4/30/23

PUBLIC UTILITY EASEMENT
(P.U.E.) PER DOC. 2006K007019

DRAINAGE EASEMENT PER DOC.
2006K007019

LOT 1
EASEMENT DETAIL

| | | | |
|----------------|---------------------------------------|--------------|-----|
| Survey No.: | D 0 3 6 v | | |
| Ordered By.: | Red Mountain Group, Inc. | | |
| Description: | Algonquin Commons Resubdivision No. 1 | | |
| Date Prepared: | June 28, 2022 | | |
| Scale: | 1" = 80' | Prepared By: | KBP |

PARCEL INDEX NUMBERS

03-06-226-002
03-06-276-001

FINAL PLAT OF SUBDIVISION ALGONQUIN COMMONS RESUBDIVISION NO. 1

BEING A RESUBDIVISION OF PART OF LOTS 1 AND 2 IN ALGONQUIN COMMONS
SUBDIVISION RECORDED JANUARY 19, 2006 AS DOCUMENT NUMBER 2006K007237,
BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH,
RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

(LOTS 1 AND 2 ALGONQUIN COMMONS)

STATE OF _____)
COUNTY OF _____) SS

THIS IS TO CERTIFY THAT ALGONQUIN I LLC AS OWNER OF THE PROPERTY
DESCRIBED IN THE ANNEXED PLAT, HAS CAUSED THE SAME TO BE PLATTED
AS INDICATED HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH
AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE
AND TITLE THEREON INDICATED.

SCHOOL DISTRICT STATEMENT

PURSUANT TO SECTION 1.005 OF THE PLAT ACT, 765 ILCS 205, THIS
DOCUMENT SHALL SERVE AS THE SCHOOL DISTRICT STATEMENT TO THE
BEST OF THE OWNER'S KNOWLEDGE THE SCHOOL DISTRICT(S) IN WHICH THE
TRACT OF LAND LIES, IS IN THE FOLLOWING SCHOOL DISTRICT(S):

ELEMENTARY/MIDDLE/HIGH SCHOOL

COMMUNITY UNIT SCHOOL DISTRICT 300
2550 HARNISH DRIVE
ALGONQUIN, IL 60102

DATED AT _____, THIS _____ DAY
OF _____, 2022.

ALGONQUIN I LLC
18800 VON KARMAN AVE, SUITE A
IRVINE, CALIFORNIA, 92612-1724

BY: _____

NAME: _____

TITLE: _____

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS

I HEREBY CERTIFY THAT
WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATION BE KNOWN
TO ME AS SUCH OWNER, WITNESS MY HAND AND NOTARIAL SEAL THIS

_____ DAY OF _____, 2022.

(NOTARY PUBLIC)

(PRINTED SIGNATURE)

MY COMMISSION EXPIRES: _____

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
COUNTIES OF McHENRY AND KANE) SS

I, _____ VILLAGE
COLLECTOR OF THE VILLAGE OF ALGONQUIN, ILLINOIS, DO HEREBY CERTIFY
THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL
ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN
APPORTIONED AGAINST THE LAND INCLUDED IN THIS PLAT OF SUBDIVISION.

DATED AT ALGONQUIN, McHENRY AND KANE COUNTIES, ILLINOIS

THIS _____ DAY OF _____, 2022 A.D.

BY _____

VILLAGE COLLECTOR

SURFACE WATER DRAINAGE STATEMENT

STATE OF ILLINOIS)
COUNTY OF _____) SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF
SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS
SUBDIVISION OR ANY PART THEREOF, OR, IF SUCH SURFACE WATER
DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE
FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC
AREAS, OR DRAINS WHICH THE OWNER HAS A RIGHT TO USE, AND THAT
SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH
GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE
LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE
CONSTRUCTION OF THIS SUBDIVISION.

OWNER: _____

BY: _____

PRINTED: _____

TITLE: _____

DATE: _____

REGISTERED PROFESSIONAL ENGINEER

PRINTED: _____

DATE: _____

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTIES OF McHENRY AND KANE) SS

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF ALGONQUIN McHENRY COUNTY AND KANE COUNTY,
ILLINOIS

THIS _____ DAY OF _____, 2022 A.D.

BY: _____

VILLAGE PRESIDENT

ATTEST: _____

VILLAGE CLERK

PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTIES OF McHENRY AND KANE) SS

THIS IS TO CERTIFY THAT MEMBERS OF THE PLANNING AND ZONING
COMMISSION OF THE VILLAGE OF ALGONQUIN, McHENRY COUNTY AND
KANE COUNTY, ILLINOIS HAVE REVIEWED THE ABOVE PLAT.

DATED THIS _____ DAY OF _____, 2022 A.D.

BY: _____

CHAIRPERSON

BY: _____

SECRETARY

KANE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

THIS INSTRUMENT NO. _____
WAS FILED FOR RECORD IN THE RECORDER'S OF WILL COUNTY, AFORESAID ON

THE _____ DAY OF _____, 2022

AT _____ O'CLOCK _____ M.

_____ WILL COUNTY RECORDER

COUNTY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

ACCEPTED AND APPROVED THIS _____ DAY OF _____
A.D. 2022.

BY _____

COUNTY ENGINEER

KANE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

I, _____ COUNTY CLERK OF KANE
COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT
GENERAL TAXES, NO UNPAID, NO UNPAID FORFEITED TAXES, AND NO
REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE
ANNEXED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN
CONNECTION WITH THE SUBJECT PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY AT GENEVA, ILLINOIS,

THIS _____ DAY OF _____, 2022 A.D.

BY _____

COUNTY CLERK

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT I, CARL COOK, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE
STATE OF ILLINOIS, AT THE REQUEST OF THE OWNERS THEREOF, HAVE SURVEYED, SUBDIVIDED
AND PLATTED FOR THE PURPOSES HEREON SET FORTH THE FOLLOWING DESCRIBED PROPERTY:

LOT 1 IN ALGONQUIN COMMONS, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6,
TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF RECORDED JANUARY 19, 2006 AS DOCUMENT NUMBER 2006K007237

TOGETHER WITH:

LOT 2 IN ALGONQUIN COMMONS, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6,
TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF RECORDED JANUARY 19, 2006 AS DOCUMENT NUMBER 2006K007237, IN KANE
COUNTY, ILLINOIS.

EXCEPTING FROM THE ABOVE DESCRIBED PARCEL LAND TAKEN FOR PUBLIC ROAD
PURPOSES BY PLAT OF DEDICATION RECORDED MARCH 6, 2009 AS DOCUMENT
2009M016837 AND CERTIFICATE OF CORRECTION RECORDED MARCH 6, 2009 AS
DOCUMENT 2009M016938, DESCRIBED AS FOLLOWS:

THAT PART OF LOT 2 IN ALGONQUIN COMMONS, BEING A SUBDIVISION OF PART OF
FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 2006 AS
DOCUMENT 2006K007237, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN MILLBROOK MARKETPLACE
RECORDED AS DOCUMENT NUMBER 2002R014204, IN McHENRY COUNTY, ILLINOIS;
THENCE NORTH 89 DEGREES 46 MINUTES 32 SECONDS WEST, ALONG THE NORTH
RIGHT-OF-WAY LINE OF COUNTY LINE ROAD PER SAID MILLBROOK MARKETPLACE, 109.88
FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 28 SECONDS WEST, PERPENDICULAR TO
THE LAST DESCRIBED COURSE, 80.00 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY
LINE OF COUNTY LINE ROAD PER SAID ALGONQUIN COMMONS, SAID POINT ALSO BEING
THE NORTHWEST CORNER OF LOT 2 IN SAID ALGONQUIN COMMONS; THENCE SOUTH 89
DEGREES 46 MINUTES 32 SECONDS EAST, ALONG SAID LINE 529.32 FEET TO THE POINT
OF BEGINNING; THENCE SOUTH 89 DEGREES 46 MINUTES 32 SECONDS EAST, ALONG SAID
SOUTH RIGHT-OF-WAY LINE, 100.00 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 28
SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 14.00 FEET TO A
POINT ON A LINE 14.00 FEET SOUTHERLY OF AND PARALLEL TO SAID SOUTH
RIGHT-OF-WAY LINE, THENCE NORTH 89 DEGREES 46 MINUTES 32 SECONDS WEST,
ALONG SAID PARALLEL LINE, 100.00 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 28
SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE 14.00 FEET TO THE
POINT OF BEGINNING.

I FURTHER CERTIFY THAT THE PLAT HEREON DRAIN IS A CORRECT REPRESENTATION OF SAID
SURVEY AND PLAT WHICH WAS PREPARED IN COMPLIANCE WITH THE LAWS OF THE STATE OF
ILLINOIS, AND THAT THE PROPERTY DESCRIBED AND SHOWN HEREON IS WITHIN THE CORPORATE
LIMITS OF THE VILLAGE OF ALGONQUIN, ILLINOIS. ALL DISTANCES ARE SHOWN IN FEET AND
DECIMALS THEREOF. IRON RODS WITH CAPS WILL BE SET AT ALL CORNERS EXCEPT WHERE
CONCRETE MONUMENTS ARE INDICATED.

I FURTHER CERTIFY THAT ACCORDING TO A SCALED INTERPRETATION OF THE FEDERAL
EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS FOR KANE COUNTY, ILLINOIS
AND INCORPORATED AREAS PANEL 65 OF 410 MAP NUMBER 1708020004H, MAP REVISED
AUGUST 3, 2009, THE SUBJECT PROPERTY FALLS WITHIN "ZONE X" (AREAS DETERMINED TO BE
OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

GIVEN UNDER MY HAND AND SEAL THIS 3rd DAY OF JUNE IN THE YEAR 2022.

CARL J. COOK
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003543
JACOB & HEFNER ASSOCIATES
MY LICENSE EXPIRES NOVEMBER 30, 2022

SHEET 4 OF 4



JACOB & HEFNER
ASSOCIATES, INC.
11333 Butterfield Road, Suite 100, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhefner.com
Illinois Professional Design Firm
License No. DR-000073 Exp. 6/30/23

PLAT SUBMITTED FOR RECORDING BY:
VILLAGE OF ALGONQUIN
2200 HARNISH DRIVE
ALGONQUIN, IL 60102

| | |
|----------------|---------------------------|
| Survey No.: | D 0 3 6 v |
| Ordered By: | Red Mountain Group, Inc. |
| Description: | Final Plat of Subdivision |
| Date Prepared: | June 28, 2022 |
| Scale: | N/A |
| Prepared By: | BRP |

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-003543



Village of Algonquin

COMMUNITY DEVELOPMENT DEPARTMENT

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

PLANNING AND ZONING COMMISSION MINUTES

OCTOBER 10, 2022

Roll Call - Establish Quorum

Chair Patrician called the meeting to order at 7:00 pm.

Senior Planner Patrick Knapp called the roll to check attendance.

All seven commissioners were present and could hear and be heard:

- Chair Patrician
- Commissioner Kennealy
- Commissioner Laipert
- Commissioner Neuhalfen
- Commissioner Rasek
- Commissioner Sturznickel
- Commissioner Szpekowski

Members absent: None

Staff Present: Senior Planner Patrick Knapp and Attorney Brandy Quance

Public Comment

Chair Patrician asked for public comments. No one from the public gave comment.

Approval of Minutes

Chair Patrician asked for approval of the September 12, 2022, Planning and Zoning Commission minutes. Commissioner Sturznickel noted that Chair Patrician was mentioned instead of Commissioner Szpekowski as the commissioner that opened the meeting and asked for public comment. A motion from Commissioner Kennealy and seconded by Commissioner Szpekowski to approve the minutes with the noted change was made. The motion was approved with a 7-0 vote.

Public Hearing Case Number PZ-2022-20

Consideration of a Request to amend Ordinance 2004-O-44 (An Ordinance Issuing A Special Use Permit and Approving a Final Plat of Subdivision For Phase II of the Algonquin Commons Retail Center) and approval of a Final Plat of Resubdivision for the Algonquin Commons

Kristen Bruns, the Petitioner representing the Algonquin Commons, presented the request for the amendment to the Planned Development and also approval of a Final Plat of Resubdivision.

Mr. Knapp presented the case for Village Staff and recommended the Planning and Zoning Commission make a motion to adopt Staff's Findings of Fact and make a positive recommendation.

Commissioner Neuhaufen asked the Petitioner why they are making the request. The Petitioner responded that the resubdivision was strictly for financial purposes. The Commissioner also asked if they were ensuring access to Lot 3 and the Petitioner responded that a perpetual cross-access easement was added to the Plat.

Commissioner Kennealy asked what was going to be built on Lot 3. The Petitioner and Mr. Knapp responded that Ashley Furniture Building was already on the lot and that there would be no physical changes to the Algonquin Commons.

Chair Patrician asked if there would be any changes to Lot 3 and the Petitioner responded that there were no physical changes planned with this request.

Chair Patrician called for the public hearing to be open. No one from the public gave comment. Chair Patrician then closed the public hearing.

Motion was then made by Commissioner Kennealy and seconded by Commissioner Rasek to accept the Findings of Fact and recommend an amendment to Ordinance 2004-O-44 and approve the Final Plat of Subdivision titled “Final Plat of Subdivision Algonquin Commons Resubdivision No. 1”, as prepared by Jacob & Hefner Associates, with the latest revision date of October 3, 2022, for the Subject Property located west of Randall Road between County Line Road and Corporate Parkway referred to as the “Algonquin Commons”, subject to the conditions outlined in the staff report for Case No. PZ-2022-20 dated October 3, 2022. The motion was approved with a 7-0 vote.

Public Hearing Case Number PZ-2022-21

Consideration of a Final Planned Development and Special Use for Minor Motor Vehicle Repair for Belle Tire

Mr. Knapp informed the Commission that the Petition requested their public hearing be continued to the next Planning and Zoning Commission meeting.

Chair Patrician asked for a motion to continue the public hearing to the next Planning and Zoning Commission meeting. A motion was made by Commissioner Sturznickel and seconded by Commissioner Szpekowski to continue to the public hearing. The motion was approved with a 7-0 vote.

New/Old Business

No new or old business was discussed.

Community Development Report

Staff informed the Commissioners that the November Planning and Zoning Commission meeting would be a Special Meeting held on November 7, 2022, at 7:00 pm.

Staff held an open discussion with the Planning and Zoning Commission on the possibility of moving the Planning and Zoning Commission meetings to the first Monday of the month. All Commissioners except for Commissioner Szpekowski said that they could attend the first Monday

of the month. Commissioner Szpekowski said that she could not attend the April through July meetings.

Staff provided an update regarding ongoing projects and Village Board approvals of Planning and Zoning cases.

Adjournment

Chair Patrician asked for a motion to adjourn. A motion from Commissioner Szpekowski and seconded by Commissioner Laipert was made. The motion was approved on a 7-0 vote. The meeting was adjourned at 7:31 P.M.

Minutes signed by:

Patrick M Knapp, AICP, Senior Planner



Village of Algonquin

The Gem of the Fox River Valley

M E M O R A N D U M

TO: Tim Schloneger, Village Manager

FROM: Katie Gock, Recreation Superintendent
Michael Kumbera, Assistant Village Manager

DATE: October 13, 2022

SUBJECT: Presidential Park Design and Engineering Services Agreement

Attached to this memo is a design and engineering proposal for the redevelopment of Presidential Park from Hitchcock Design Group. This firm previously assisted the Village with the [Parks and Recreation Master Plan](#) and our [\\$400,000 OSLAD grant](#) for this site, and therefore, is very familiar with our park system, recreation offerings, and community needs.

As part of the OSLAD grant application process, this project was divided into two (2) phases:

- Phase 1: Western (OSLAD) portion of site, including soccer fields, playground, challenge course, fitness area, and restroom facility/open air shelter.
- Phase 2: Eastern portion of site, including baseball fields, concession area, and parking lot.

Cost Analysis

The proposed cost for design and engineering at Presidential Park (Phase 1) is \$245,900, which is under the budgeted amount of \$285,000. The Village does have an option to complete the design and engineering of Phase 2 of Presidential Park at a cost of \$175,000. Utilizing a combination of Phase 1 cost savings (\$39,100) and existing fiscal capacity the Park Improvement Fund (\$135,900), the Village may advance this portion of the site and have the entire project shovel ready in spring/summer of 2023.

Staff is recommending that both Phase 1 and Phase 2 of the project be designed and engineered at the same time (total cost: \$420,900) to take advantage of various cost-savings/economies of scale that this approach would provide. Please note that performing site engineering for both Phase 1 and Phase 2 at once does not commit the Village to constructing the entire site in one phase in the future, so there is future flexibility, if needed.

Recommendation

Staff recommends the Committee of the Whole forward this agreement with Hitchcock Design Group for design and engineering services for Presidential Park in the amount of \$420,900 for approval by Resolution to the Village Board at their November 1 meeting.

C: Robert Mitchard, Public Works Director
Michele Zimmerman, Assistant Public Works Director

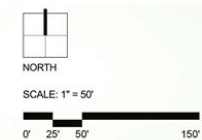


LEGEND

- Ⓐ Renovated Parking Lot
- Ⓑ Detention Area
- Ⓒ Renovated Soccer Fields
- Ⓓ Future Game Area
- Ⓔ Entry Plaza
- Ⓕ Sports Themed Playground
- Ⓖ Challenge Course
- Ⓗ Fitness Equipment
- Ⓘ Updated Baseball Fields
- Ⓛ Champion Baseball Field with Synthetic Turf Infield
- Ⓜ Concession Building/Storage
- Ⓟ Restroom/Open Air Shelter
- Ⓡ New Dugouts
- Ⓢ Batting Cage
- Ⓣ Existing Path
- Ⓤ Scoreboard
- Ⓦ Optional Sports Lighting
- Ⓩ Accessible Bleacher Seating
- Phase I Limits



Concept Plan Presidential Master Plan Algonquin, Illinois



PREPARED FOR
Village of
Algonquin

ISSUE DATE: August 30, 2021
All drawings are preliminary and subject to change.
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Proposed Professional Fee Structure

The following Fee Structure follows the format outlined Scope of Services date October 12, 2022.

Professional Fee Structure Phase One

Year 2022/23 Services:

Site Design and Engineering

| | |
|------------------------------|-----------------|
| Program and Analysis Phase: | \$15,000 |
| Design Development and | |
| Construction Document Phase: | \$125,000 |
| Permitting Phase: | <u>\$14,500</u> |

Subtotal (Fixed Fee): \$154,500

Architecture

| | |
|------------------------------|----------------|
| Program and Analysis Phase: | \$2,500 |
| Design Development and | |
| Construction Document Phase: | \$35,000 |
| Permitting Phase: | <u>\$2,900</u> |

Subtotal (Fixed Fee): \$40,400

Year 2023 Services:

Site Design and Engineering

| | |
|--|----------------------------|
| Bidding, Construction administration, observation, and close out phase: | (Hourly estimate) \$40,000 |
|--|----------------------------|

Architecture

| | |
|--|----------------------------------|
| Bidding, Construction administration, observation, and close out phase: | (Hourly estimate) <u>\$6,500</u> |
|--|----------------------------------|

Subtotal (Hourly Estimate): \$46,500

Reimbursable Expenses:

| | |
|--|----------------|
| Printing, copying, courier services, mileage for travel: | <u>\$4,500</u> |
|--|----------------|

Subtotal Estimate: \$4,500

Phase One Total Estimate: \$245,900

Professional Fee Structure Phase Two (Optional Service)

Expand Project to Include Remainder of Master Plan Improvements

Site Design and Engineering

| | |
|---|---------------------------------|
| Program and Analysis Phase, Design Development, Construction Document Phase, and Permitting Phase: | Add Fixed Fee: <u>\$125,000</u> |
|---|---------------------------------|

Architecture (Concessions Building)

| | |
|---|--------------------------------|
| Program and Analysis Phase, Design Development, Construction Document Phase, and Permitting Phase: | Add Fixed Fee: <u>\$35,000</u> |
|---|--------------------------------|

Site Design, Engineering, and Architecture

| | |
|--|--------------------------------------|
| Bidding, Construction administration, observation, and close out phase: | Add Hourly Estimate: <u>\$15,000</u> |
|--|--------------------------------------|

Phase Two Total Estimate: \$175,000



October 13, 2022

Scope of Services Presidential Park Final Design

FINAL DESIGN SERVICES

The goal for this part of the agreement is to finalize the design, opinion of probable cost, and documentation suitable for permit applications, bidding & negotiations, and construction.

A. Program and Analysis Phase

Objective: The objective is to confirm the project program, available existing resources, probable permit requirements, and prepare new maps and a program summary that will be the basis for further design.

Process: Specifically, the Hitchcock Design Group team will:

1. **[Meeting #1: Staff]** Conduct a **Kick-off Meeting** with Village representatives and the other project team members confirming:
 - a. Design program and priorities
 - b. Project team structure and responsibilities
 - c. Anticipated permitting requirements and timelines
 - d. Available data and data gathering needs
 - e. Budgeted costs
 - f. Grant requirements
 - g. Schedule
2. **Identify Jurisdictional Interests** by discussing the project with representatives of appropriate constituent and regulatory groups including:
 - a. Village of Algonquin (storm water and site development)
 - b. Village of Algonquin (building permit)
 - c. IEPA (NPDES permit)
3. **Collect Data** for the project area and the immediate surroundings including:
 - a. Local ordinances and development standards
 - b. Topographic surveys
 - c. Aerial photography
 - d. Boundaries, property ownership and easements
 - e. Utility atlases
 - f. National wetland inventory map and waters of the United States
 - g. Flood Insurance Rate Map information (ponds and streams)
 - h. Zoning and land-use information
4. Evaluate existing park water and sewer services to verify if replacement is needed for the new park facilities
5. Assist the Village to secure pricing and obtain a **Geotechnical Investigation Report** from qualified geotechnical firms at the locations of the proposed improvements to define:
 - a. Strength, consolidation and bearing capacities of the existing sub-surface
 - b. Presence of any unsuitable sub-grade materials
6. Assist the Village to secure pricing and obtain a **Boundary and Topographic Survey** from qualified professional land surveyors, establishing horizontal and vertical ground control and locating natural features and manmade improvements
7. Prepare **Base Maps** at Appropriate Scales using the inventoried data and the and topographic survey.



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8. Prepare a written **Project Program** that includes:
 - a. Project design program
 - b. Jurisdictional factors
 - c. Budget information
 - d. Project Schedule
9. **Review the Program and Analysis** by forwarding the written Project Program and discussing with client representatives and other project team members.

Deliverables: **Base Maps, Written Project Program**

B. Design Development Phase

Objective: The objective is to reach consensus with the Village and jurisdictional authorities on the final design, probable cost and construction strategy for the proposed improvements.

Process: Following your confirmation of the design program and priorities, the Hitchcock Design Group team will:

1. **Finalize the Design for Phase One** including size, horizontal and vertical geometry, structure, materials and finish, as appropriate, for the proposed improvements including:
 - a. Pedestrian circulation features and walks
 - b. Challenge course equipment, surfacing, and drainage
 - c. Fitness equipment, surfacing, and drainage
 - d. Renovated soccer fields
 - e. New restroom with open air shelter
 - f. Electrical service and lighting system for restroom and ballfields
 - g. Native planting and landscape improvements
 - h. Site furnishings
2. **[OPTIONAL SERVICE #1] Finalize the Design for the Remainder of the Master Plan Improvements** including size, horizontal and vertical geometry, structure, materials and finish, as appropriate, for the proposed improvements including:
 - a. Additional pedestrian circulation features and walks
 - b. Parking lot resurfacing (existing lights to remain)
 - c. Baseball field renovations including 1 championship field with synthetic turf
 - d. Sports field lighting and scoreboards
 - e. Batting cages
 - f. Concession building with storage (pre-packaged food service)
 - g. Electrical service to building
 - h. Additional landscape improvements
 - i. Additional site furnishings
3. **Prepare Preliminary Engineering recommendations including:**
 - a. Utility service replacements for restroom water, sanitary, and electrical services
 - b. MEP preliminary engineering for the restroom facility
 - c. Preliminary grading, drainage, and storm water detention expansion for Phase One
 - d. **[OPTIONAL SERVICE #1]** Expand detention for remainder of Master Plan improvements. Add engineering for sports lighting and concession building utility services.
4. **Prepare Preliminary Architecture recommendations including:**
 - a. Restroom and shelter structure
 - i. Preliminary floor plans
 - ii. Elevations and sections
 - iii. Materials, finishes, and fixture options
 - b. **[OPTIONAL SERVICE #1]** Concession building (pre-packaged food service)



October 13, 2022

- i. Preliminary floor plans
 - ii. Elevations and sections
 - iii. Materials, finishes, and fixture options
5. **Coordinate with Selected Manufacturers** for the following product selections, specifications, CAD layout plans, details, and pricing:
 - a. Play equipment
 - b. Fitness equipment
 - c. Challenge course equipment
6. **Prepare the Design Development Documents** including:
 - a. Existing conditions information
 - b. Plan view drawings
 - c. Descriptive supplemental drawings
 - d. Outline specifications
 - e. Product data
7. Prepare a summary of estimated quantities and Update the **Construction Cost Opinion**.
8. **[Meetings #2 & #3: Staff]** Review the Design Development Documents with you at the 50% and 100% completion milestones. Prepare written summaries of discussions and update the Project Program following each meeting.

Deliverables: Design Development Documents, Construction Cost Opinion, Meeting Summaries

C. Construction Documentation Phase

Objective: The objective is to produce the final drawings, specifications, quantity schedules, project manual and other bid documents that will be used to competitively bid and construct the improvements.

Process: Following approval of the Design Development Phase, the Hitchcock Design Group team will:

1. **Finalize the Graphic Documentation** that will be used to bid and construct the improvements including:
 - a. Landscape Architecture drawings
 - i. Cover sheet, notes and legend
 - ii. Existing conditions plans
 - iii. Site preparation and removals plans
 - iv. Layout and materials plans
 - v. Electrical service and site lighting plans
 - vi. Landscape plans
 - vii. Site construction details
 - b. Engineering drawings
 - i. Grading and drainage plans
 - ii. Storm Water Pollution Prevention plans (SWPPP)
 - iii. Utility plans for sanitary and water services
 - iv. **[OPTIONAL SERVICE #1]:** Storm water detention expansion plans and details
 - c. Architecture drawings
 - i. Restroom facility plans, details, and foundation drawings
 - ii. MEP plans and details
 - iii. Sprinkler system
 - iv. **[OPTIONAL SERVICE #1]:** Concession building plans, details, foundation drawings, sprinkler system and MEP plans and details



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2. **Finalize the Written Documentation** that will be used to bid and construct the improvements including:
 - a. CSI format General and Supplementary Conditions, Contracting Requirements, and Bidding Requirements
 - b. CSI Technical specifications
3. Prepare a summary of estimated quantities and Update the **Construction Cost Opinion**.
4. **[Meeting #4: Staff]** Review the Construction Documents with you at 70-90% completion. Prepare written summaries of discussion.
5. **[OPTIONAL SERVICE #1 – Add Meeting #5: Staff]** Include an additional Construction Document review meeting for inclusion of remainder of the Master Plan improvements to review the Construction Documents with you at 90-100% completion. Prepare written summaries of discussion.

Deliverables: Construction Drawings, Construction Specifications, Construction Cost Opinion, Meeting Summaries

D. Permitting Phase (Hourly)

Objective: The objective is to assist the Village in obtaining the required permits.

Process: Following approval of the Construction Documentation Phase, the Hitchcock Design Group team will:

1. Prepare and assemble **Permit Documents** including:
 - a. Site Development Permit with Village of Algonquin
 - b. Storm Water and Sanitary Permits with Village of Algonquin
 - c. Restroom Building Permit with Village of Algonquin
 - d. IEPA (NPDES permit)
2. **Submit Permit Documents** as required to the respective regulatory agencies.
3. Communicate with you as necessary to **Discuss Review Letter(s)** received from regulatory agencies.
4. **Make One (1) Set of Authorized Revisions** to the appropriate Permit Documents and resubmit to the respective regulatory agencies.

Deliverables: Final Construction Documents and Revisions to Permit Plans

CONSTRUCTION PHASE SERVICES (Hourly)

The goal for this part of the engagement is to help the client get the improvements constructed. Following award of the work to a Contractor, Hitchcock Design Group will provide these Construction Services until the specified Final Acceptance date of the work, or until 60 days after Substantial Completion of the work, whichever occurs first

A. Bidding and Negotiation Phase

Objective: The objective is to help the client select a qualified contractor to construct the improvements.

Process: Following your approval, the Hitchcock Design Group team will:

1. **Place Bidding Documents in Online Digital Plan Room** for bidding distribution and Management.



October 13, 2022

2. Help you advertise the bid letting by preparing **Legal Notice** for your use in publicizing the bid.
3. **[Bid Meeting #1: Staff / Prospective Bidders] Conduct a Pre-Bid Meeting** for interested bidders.
4. **Answer Questions and Issue Written Addenda**, when appropriate, to all bidders regarding changes to or clarifications of the Contract Documents.
5. **[Bid Meeting #2: Staff / Prospective Bidders] Attend the bid opening** and record the results. **Prepare a Bid Tabulation** spreadsheet.
6. **Perform Reference Checks** for the apparent low bidder's references. **Issue a Bid Results Summary Letter**.

Deliverables: **Bidding Documents, Legal Notice, Addenda, Bid Tabulation, Results Summary Letter**

B. Construction Administration

Objective: The objective is to help you finalize and administer your construction contract with the Contractor.

Process: Following your award of the work to a Contractor, the Hitchcock Design Group team will provide these Construction Services until Final Acceptance of the work, or until 60 days after Substantial Completion of the work, whichever occurs first:

1. Help you prepare an AIA **Owner / Contractor Agreement**.
2. **[Construction Meeting #1: Staff / Contractor] Conduct a Pre-Construction Meeting** with you and the Contractor to review:
 - a. Contractor mobilization and staging
 - b. Contractor schedules
 - c. Contractor submittals
 - d. Responsibilities
 - e. Communications
 - f. Payment procedures
3. **Issue Interpretations or Clarifications** of the Contract Documents when requested by: you or the Contractor.
4. Prepare recommendations for construction **Change Orders**, as requested by:
 - a. You, because of a change that you wish to make to the scope of the Contractor's work
 - b. The Contractor because of the discovery of job site conditions that were concealed or unknown when the Owner / Contractor Agreement was executed, as approved by you
5. **Review Submittals and Shop Drawings**, product data and material samples which the Contractor is required to submit for the limited purpose of determining their general conformance with the design concept and information contained in the Contract Documents.
 - a. **OPTIONAL SERVICE #1:** add review of additional shop drawings and submittals
6. **Review Testing Procedures** and data provided by independent testing services.
7. Prepare written **Payment Recommendations** upon review of Contractor's monthly payout applications.



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Deliverables: Owner / Contractor Agreement, Clarifications, Change Orders, Submittal Review, Testing Review, Payment Recommendations

C. Construction Observation

Objective: The objective is to become familiarized with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the Contract Documents.

Process: During construction, we will:

1. **[Construction Meetings #2 - #11: Staff / Contractor]** Assuming a 4-to-6-month active construction period, **participate in Site Meetings** approximately every 2 to 3 week (ten (10) total progress meetings budgeted) with you and the contractor to become familiarized with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the Contract Documents.
 - a. **OPTIONAL SERVICE #1:** add additional progress review meetings and review time
2. **Prepare Field Reports** of the progress meetings at the site with you and the Contractor.

Deliverables: Field Reports

D. Contract Close-out

Objective: The objective is to help the client close out its construction contract with the Contractor.

Process: After the Contractor notifies the client that the work is Substantially Complete, Hitchcock Design Group will:

1. **[Construction Meeting #12: Staff / Contractor]** Participate in one (1) site visit to conduct a walk through and **prepare a Punch List** upon substantial completion of the construction of the work documented by us.
2. **Review Contract Close-out Submittals** required as provided by the Contractor, such as but not limited to:
 - a. Operating and maintenance manuals
 - b. As-built record drawings
 - c. Labor and material lien waivers
 - d. Payment applications
3. **[Construction Meeting #13: Staff / Contractor]** Participate in one (1) site visit to conduct a walk through to verify completion of a punch list items and **Establish Final Acceptance**.
4. **Prepare Final Payment Recommendations** regarding the Contractor's request for acceptance of substantially and finally completed work.

Deliverables: Punch List, Closeout Submittal Review, Final Payment Recommendation

ADDITIONAL SERVICES

We may provide additional services, at your approval that are not included in the Basic Services, such as:

1. Revisions to previously-completed and approved phases of the Basic Services
2. The services of additional consultants not specified in the proposal documents



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3. Meetings with you or presentations to other parties not specified in the Basic Services
4. Detailed quantity estimates and construction cost opinions using data or formats other than our own
5. Detailed written summaries of our work or our recommendations
6. Services required due to the discovery of concealed conditions, actions of others, or other circumstances beyond our control
7. Services required to restart the project if you suspend our work at your convenience for more than 90 days during the performance of our services
8. Preparation of segregated or multiple contract bid sets or more than one Owner / Contractor agreement

AUTHORIZATION

Services or meetings not specified in this scope of services will be considered additional services. If circumstances arise during our performance of the outlined services that we believe require additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services, and perform only such additional services following your written authorization.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: *October 5, 2022*

TO: *Bob Mitchard, Public Works Director*

FROM: *Jason Schutz, Utilities Superintendent*

SUBJECT: *Fire Hydrant Painting*

Background:

Alpha Paintworks Inc. first year of painting fire hydrants throughout the Village started back in 2017. Every year since then, we contracted Alpha Paintworks Inc. to paint approximately 225 hydrants per year to date. In this packet I have pictures showing some of our weathered hydrants compared to hydrants that were painted last year and a map showing all of the hydrants that have been completed within the last five years, leaving a total of 1058 fire hydrants remaining to complete the entire Village. The scope of this work includes sandblasting, prime coat, and a finish coat of red Rustoleum high performance enamel or equal quality.

Recommendation:

Currently, in the Water Division Operating Budget 07700400-42234, we have \$84,720.00 budgeted in Professional Services for Contracted Hydrant Painting. We recommend that the necessary actions are taken to contract Alpha Paintworks Inc. exclusively, in the amount of \$84,640.00 to paint 1058 fire hydrants in the fall of 2022 and spring of 2023.

Alpha Paintworks Inc.

6316 N Cicero Ave. Chicago, IL 60646. Phone 773-725-8901, Fax 773-725-2668
Cell 773 -653-5050 email alphapaintworks@yahoo.com

Proposal

Date: September 28, 2022

To: Tony Jonas
Village of Algonquin
Public Works Department

Re: Hydrant painting

Scope: Sandblast, prime and paint approx. 1058 hydrants in fall of 2022 and spring 2023
The paint system will be Rustoleum high performance enamel or equal subject to availability.

We propose to provide labor, equipment and material for the completion of the work as outlined above at the referenced location.

The unit price. \$ 80.00 each

- Do not hesitate to call if you have any questions or require additional information.
- Thank you for the opportunity to submit a proposal.

Sincerely yours,

George Korkofigas

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - CONSTRUCTION (Small Projects - Labor & Materials)

Date: September 28, 2022

Purchase Order
No.

Project: Fire Hydrant Painting: FY 2022-2023

Location: Various locations (see attached map)

Originating Department: Water

| Owner | Contractor/Vendor | Architect/Engineer |
|---|---|---|
| Village of Algonquin Address: 110 Meyer Drive Algonquin, IL 60102 Phone : (847)658-2754, Ext.4422 Fax: (847)658-2759 Contact: Tony Jonas, Utilities Supervisor | Name: Alpha Paint Works, Inc. Address: 6316 N. Cicero Ave. Chicago IL 60646 Phone: (773) 725-8901 Fax: Contact: George Korkosigas, President | Name: Address: Phone: Fax: Contact: |

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

COST OF WORK: The Contract Price of the Work under this Purchase Agreement is \$ 84,640.00.

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

Q General Contract, dated _____

Q Specification No(s): _____, dated _____, 20____

Q Plans dated : _____

Q Addendum No(s): _____

Q Other:

The following prices shall remain in effect for the duration of project:

| QUANTITY | UNIT OF MEASURE | DESCRIPTION/ITEMS | LUMP SUM UNIT PRICE | EXTENSION |
|----------|-----------------|--|---------------------|------------------------|
| 1058 | Fire Hydrants | Provide all labor, materials and equipment necessary for sandblasting and painting fire hydrants | \$ <u>80.00</u> | \$84,640.00 NTE |
| | | | TOTAL | \$84,640.00 NTE |

NOTES:

- 1) Village to provide map depicting the 1058 fire hydrants for sandblasting, priming, and painting
- 2) _____

WARRANTIES and INDEMNIFICATION: Contractor/Vendor agrees to provide the following warranties for the Work: (a) all workmanship to be warranted for a period of one (1) year - manufacturer warrants material; and (b) all other warranties contained elsewhere in the Contract Documents or Supplemental Conditions hereto. Further, **CONTRACTOR/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE VILLAGE OF ALGONQUIN HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER**, pursuant to the provisions in the Supplemental Conditions hereto.

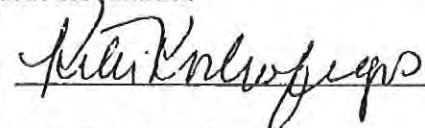
CONTRACT TIMES: Contractor/Vendor agrees to commence Work within forty-eight (48) hours of receipt of the Owner's Notice to Proceed, and to complete the Work no later than April 30, 2023 (____) days after commencing the Work. Time is of the essence.

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE VILLAGE/OWNER AND VENDOR. No payment will be issued unless a copy of this Purchase Agreement is signed, and dated and returned to the Owner. Material certifications/test reports required. All domestic material, unless otherwise specified. Purchase exempt from sales and/or use taxes.

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

CONTRACTOR/VENDOR:

PURCHASER: Village of Algonquin

By: 

Title: _____

Revision Date: July 19, 2016

Dated: 10/5/2022

SUPPLEMENTAL CONDITIONS

1. **Acceptance of Purchase Agreement:** The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Contractor/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder or the delivery of any goods herein ordered, and, in any event, shall be deemed accepted in its entirety by Contractor/Vendor unless Owner is notified to the contrary within ten (10) days from its date of issue.
2. **Amendment, Modification or Substitution:** This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement.
3. **Familiarity With Plans; Qualifications:** Contractor/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents. Contractor/Vendor represents to Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Contractor/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of Owner, and shall hold Owner free and harmless from all liability, costs and charges by reason of any act or representations of Contractor/Vendor, its agents or employees.
4. **Workmanship; Safety:** All Work shall be performed by Contractor/Vendor in a neat, skillful and workmanlike manner, and all materials furnished by Contractor/Vendor shall be new and of the best description and quality of their respective kinds, unless otherwise specified and ordered by Owner in writing. All Work and/or materials shall be subject to the inspection and approval of the Owner, its engineers and representatives. Contractor/Vendor is responsible for its own and its employees' activities on the jobsite, including but not limited to, the methods of work performance, superintendence, sequencing of work, and safety in, on or about the jobsite area in which it is performing the Work under this Purchase Agreement. Owner and Contractor/Vendor shall not require any laborer or mechanic employed in performance of this Purchase Agreement to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under applicable federal and Illinois construction safety and health standards.
5. **Extra's and Change Orders:** No claim by Contractor/Vendor that any instructions, by drawing or otherwise, constitute a change in Contractor/Vendor's performance hereunder, for which Contractor/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Contractor/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of Owner by a person having actual authority to do so. No claim for additional compensation on the basis that Contractor/Vendor has incurred any expense by reason of any act or failure to act or Owner or its contractor, subcontractor, materialmen or any other party shall be valid unless made in writing within 30 days of the alleged act or failure to act and approved by Owner, provided, however, that if the Contractor/Vendor should be delayed in furnishing the articles, items, equipment or materials (hereinafter sometimes referred to as "goods") or services or Work (hereinafter sometimes referred to as "Work") ordered herein, by the omission, neglect or default of Owner, its agents or employees, Contractor/Vendor shall be entitled to no additional compensation or damages for such delay, and shall be entitled only to an extension of time for a period equal to the time lost as a result of the aforesaid causes, determined by Owner. Any charges for extra not so authorized will not be paid.
6. **Inspection and Acceptance:** Owner shall have the right at all reasonable times to inspect and test all goods, materials or Work furnished by Contractor/Vendor and all Work performed or furnished by Contractor/Vendor. Notwithstanding any prior inspection, the passage of title or any prior payment, all goods, material and Work furnished thereunder are subject to final inspection and acceptance by Owner at its job site. If, after inspection, Owner rejects any goods furnish by Contractor/Vendor thereunder, Owner may, at its election, return those goods to Contractor/Vendor at Contractor/Vendor's expense, including the cost of any inspection and testing thereof. If Contractor/Vendor fails to proceed promptly with the correction or replacement of any rejected goods or Work, Owner may replace or correct such items or Work by purchase or manufacture and charge the cost incurred thereby to Contractor/Vendor or terminate this Purchase Agreement for default in accordance with paragraph 12 herein. By inspecting and not rejecting any goods and Work furnished thereunder, Owner shall not be precluded thereby from subsequently revoking its acceptance thereof if the goods or Work are later discovered to be nonconforming with this Purchase Agreement or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Owner.
7. **Taxes, Delivery, Risk of Loss:** Unless indicated to the contrary on the face hereof, it shall be the responsibility of Contractor/Vendor to arrange for and complete delivery of all goods or materials. If the goods or materials furnished thereunder are equipment, Contractor/Vendor shall give Owner two (2) working days' advance notice of delivery. All goods or materials furnished by Contractor/Vendor should be shipped in the manner and at the times indicated on the face hereof at the expense of Contractor/Vendor, it being understood that the risk of loss with respect to such goods is with Contractor/Vendor until such goods come into the actual

possession of Owner, regardless of the mode of delivery or earlier passage of title. This project is tax exempt. The Owner's tax-exempt number is E 9995 0855 05.

8. Payment: Owner will make partial payments to the Contractor/Vendor from time to time for the Work performed and the materials furnished by the Contractor/Vendor. Provided, however, in no event shall Owner be obligated to pay Contractor/Vendor any sum that exceeds the Contract Price absent a written change order executed by Owner.

8.1 Prior to issuance of any payments by the Owner to the Contractor/Vendor, the Contractor/Vendor shall furnish to the Owner (in a form suitable to the Owner) an application for the payment then due, together with receipts, waivers of claim and other evidence showing the Contractor/Vendor's payments for materials, labor and other expense incurred in the Contractor/Vendor's Work hereunder. The Owner will, at all times, be entitled to retain ten percent (10%) of all monies due and owing to the Contractor/Vendor as a part security for the faithful performance of this Agreement. This ten percent (10%) so withheld will not be paid to the Contractor/Vendor until the Owner has issued to the Contractor/Vendor a final acceptance of the Project.

8.2 Owner may withhold the whole or any part of any payment due to the Contractor/Vendor to the extent necessary to protect and indemnify the Owner from loss on account of (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims; (c) failure of the Contractor/Vendor to make payments promptly for material or labor; or (d) Contractor/Vendor's failure to furnish Owner with all written warranties and operational manuals for the Work.

8.3 Contractor/Vendor hereby authorizes the OWNER (1) to deduct from any amount due or becoming due the Contractor/Vendor under this Agreement for all amounts owing from the Contractor/Vendor to (a) the Owner for back-charges or services furnished for the account of the Contractor/Vendor; (b) the Owner for damages sustained whether through negligence of the Contractor/Vendor or through failure of the Contractor/Vendor to act as may be otherwise detailed herein; (c) materialmen; (d) subcontractors; (e) laborers; and (f) others for services and materials furnished to the Contractor/Vendor for the Work performed under this Agreement, and (2) to apply the amount so deducted to the payment of said materials, services, damages or back-charges applying such monies so available in the Agreement hereinbefore set forth.

8.4 Owner, without invalidating this Agreement, may make changes by altering, adding to or deducting from the Work to be performed. The value of any such changes will be determined as follows: (a) by the unit prices named in this Agreement, if any; or (b) by agreement in writing between the Owner and the Contractor/Vendor as to the value of the time and materials for the changes in the Work. In any event, the Contractor/Vendor will keep and present, in any form as the Owner may direct, a correct account of the net cost of any extra labor and materials, together with vouchers referring to the same.

8.5 Notwithstanding the payment in full for the Work hereunder, the Contractor/Vendor will be liable to repair or replace any imperfect workmanship or other faults; and if the Contractor/Vendor fails to repair or replace the imperfect workmanship or other faults, the Owner may do the Work and recover from the Contractor/Vendor the cost and expense thereof. No payment on account will be construed or considered as an approval of the Work for which payment is made.

9. Contractor/Vendor Warranty: Contractor/Vendor warrants in addition to all warranties which are imposed or implied by law or equity that all materials and Work furnished thereunder (a) shall conform to any specifications and drawings applicable to this Purchase Agreement; (b) shall be merchantable and of good quality and workmanship; (c) shall be fit for the purpose intended as well as the propose for which such goods, materials or Work are generally used; and (d) except for rented equipment, shall be free from defects for a period of one (1) year, or such longer period as is specified in the Scope of Work or Contract Documents, from the date such Work is performed or such materials are utilized or installed, and if installed as part of a structure or utilized equipment, for one (1) year or such longer period as is specified in the Contract Documents, from the date any such goods, materials or Work hereunder is accepted in writing by Owner. Contractor/Vendor expressly agrees that the statute of limitations with respect to Contractor/Vendor's warranties shall begin to run on the date of acceptance by Owner.

10. Insurance and Bonds:

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

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

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

11. Indemnity: Contractor/Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, successors and assigns harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of the Contractor/Vendor. Further:

11.1 Contractor/Vendor acknowledges that any such items or Work furnished hereunder may include in whole or in part with or without modification or improvements in equipment, machinery or items constructed by Owner, and that should such item or Work prove defective such charges claimed by Owner shall include consequential damages, penalties, taxes or assessments (including punitive damages), including counsel fees and the costs of defense, which may be imposed or incurred under any federal, state or local law, ordinance or regulation upon or with respect to (a) the payment of compensation to any individual employed by Contractor/Vendor; (b) any discrimination against any individual employed by Contractor/Vendor on the basis of race, color, religion, sex, national origin or physical or mental handicap; (c) the protection of purchasers and users of consumer products; or (d) occupational safety and health.

11.2 In any and all claims against Owner or any of its agents or employees, by any employee of Contractor/Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Contractor/Vendor assumes the entire liability for its own negligence, and as part of this Agreement waives all defenses available to Contractor/Vendor as an employer which limit the amount of Contractor/Vendor's liability to Owner to the amount of Contractor/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

12. Patents: Contractor/Vendor warrants that (a) goods furnished thereunder, and the sale and use thereof, shall not infringe any valid United States patent or trademark; and (b) Contractor/Vendor shall indemnify Owner for its costs to defend any suit instituted against Owner, its agents or customers, charging infringement of any United States patent or trademark by virtue of the possession, use or sale of any goods furnished thereunder is enjoined because of patent infringement. Contractor/Vendor within a reasonable amount of time shall at Contractor/Vendor's expense procure for Owner its agents or customer, the right to continue using such goods with non-infringing goods or modify such goods so that they become non-infringing or remove such goods and refund to Owner any sums paid therefore, including transportation and installation charges.

13. Cancellation: Time of delivery of this Purchase Agreement is of the essence and Owner may, by written notice of default to Contractor/Vendor, cancel the whole or any part of this Purchase Agreement (a) if Contractor/Vendor fails to make delivery of the goods or perform the services within the time specified herein or any extensions thereof; or (b) if Contractor/Vendor fails to perform or so fails to make progress as to endanger performance thereunder, and in either circumstance does not cure such failure within a period of two (2) days after receipt of notice from Owner specifying such failure. Owner, by written notice to Contractor/Vendor, may cancel the whole or any part of this Purchase Agreement when it is in the best interest of Owner or when Owner has been notified of modification of the specifications pertaining thereto. If this Purchase Agreement is so canceled, the Contractor/Vendor shall be compensated as follows: (a) for materials delivered and services performed, the reasonable value as part of the Contract Price; (b) for materials not identified to this Purchase Agreement and service not performed, no compensation; and (c) for Contractor/Vendor's lost profits or incidental or consequential loss, no compensation.

14. Remedies: Contractor/Vendor shall, for the duration of its warranties under paragraph 9 herein, at the discretion of Owner and at the expense of Contractor/Vendor, replace, repair and insure any and all faulty or imperfect goods, materials or Work furnished or performed by Contractor/Vendor thereunder. In the event Contractor/Vendor fails to do so, Owner may furnish or perform the same, and may recover from Contractor/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of inspection, testing, removal, replacement, re-installation, destruction of other materials resulting there from, any increased cost or expense to Owner in its performance under contracts with others, and reasonable attorneys fees incurred by the Owner in connection with Vendor's default and Owner's enforcement of its rights under this Purchase Agreement. The foregoing remedies shall be available in addition to all other remedies available to Owner in equity or at law including the Uniform Commercial Code.

15. Compliance With Laws: During the performance hereunder, Contractor/Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor/Vendor's compliance with any Laws or Regulations.

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

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

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


19. **Assignment:** Contractor/Vendor shall not assign this Purchase Agreement without written consent of Owner. Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Contractor/Vendor.

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

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

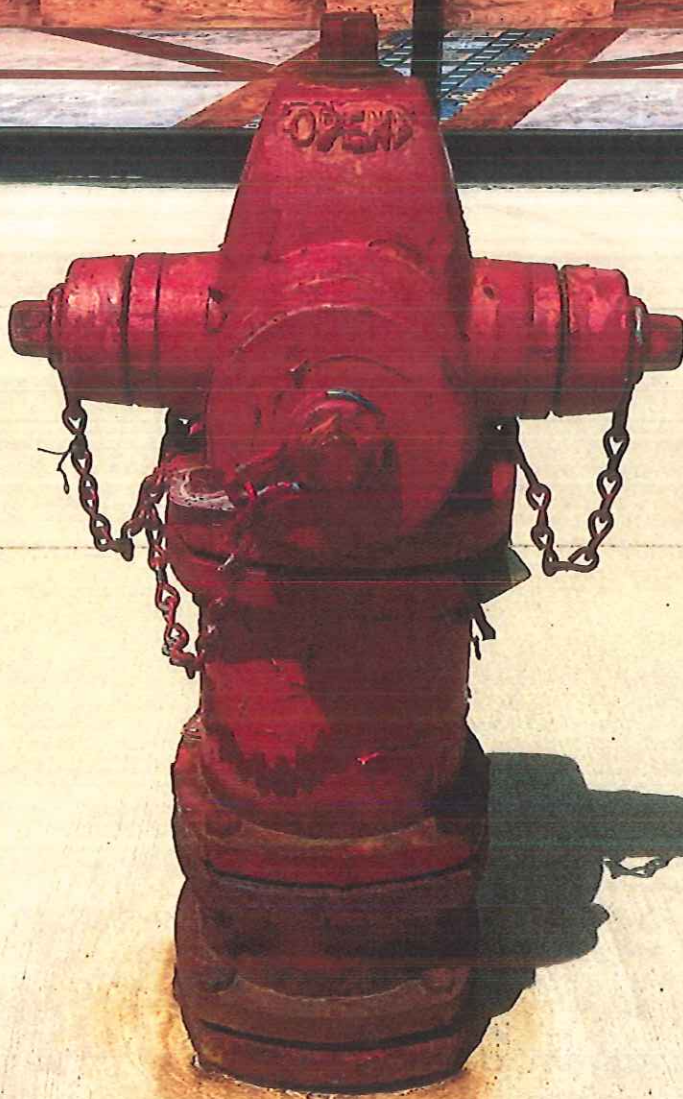
22. **PREVAILING WAGE NOTICE:** This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.*, which requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects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

CONTRACTOR/VENDOR:



Date

10/5/2022



BEFORE





AFTER



AFTER

Hydrant Painting Status

