

**COMMITTEE OF THE WHOLE**  
**JULY 8, 2025**  
**VILLAGE BOARD ROOM**  
**2200 HARNISH DRIVE, ALGONQUIN**  
**7:30 P.M.**

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

∞ AGENDA ∞

**1. Roll Call – Establish a Quorum**

**2. Public Comment – Audience Participation**

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

**3. Community Development**

- A. Consider Waiving the Serving and Consumption of Alcohol Location Restrictions at the Art on the Fox Festival for Bold American Fare and Cattleman’s Burger and Brew.
- B. Consider a Public Event License for the Downtown Algonquin Association Beer Tent to be held on September 6 and 7, 2025
- C. Consider a Public Event License for the Saint Margaret Mary Summerfest to be held Saturday, August 23, 2025
- D. Consider a Public Event License for the Fox River Med Spa 12th Anniversary Event to be held Saturday, July 27, 2025
- E. Consider a Request to Deem the Special Uses for a Self-Storage Facility and Car Wash Expired in the 2075 Redevelopment Subdivision
- F. Consideration of a Request to Approve a Final Plat of Subdivision, Zoning Map Amendment to O-T Old Town District, Preliminary Planned Development, and Special Use Permit for Open-Air Dining

**4. General Administration**

- A. Consider an Amendment to the Merit Compensation Plan
- B. Consider Amending Chapter 2, Board of Trustees, of the Algonquin Municipal Code to Establish a New Section 2.06, Public Comment at Meetings
- C. Consider a Downtown Social District Pilot

**5. Public Works & Safety**

- A. Consider an Agreement with Trotter and Associates, Inc. for the Design Engineering of Algonquin Shores Lift Station Upgrade
- B. Consider an Agreement with Brothers Asphalt Paving, Inc. for the 2025 MFT Pavement Management Program
- C. Consider an Agreement with JSD Professional Services for the Willoughby Farms Park Reconstruction Design Services
- D. Consider an Agreement with Stanton Mechanical for the Wastewater Treatment Plant Laboratory A/C Replacement
- E. Consider an Agreement with Currie Motors to Purchase a Ford Transit 250 Van
- F. Consider an Intergovernmental Mutual Aid Agreement with McHenry County for Countywide Police Assistance

**6. Executive Session (if needed)**

**7. Other Business**

**8. Adjournment**



# Village of Algonquin

2200 Harnish Drive, Algonquin, IL  
(847) 658-2700 | [www.algonquin.org](http://www.algonquin.org)

## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	July 8, 2025
<b><u>SUBMITTED BY:</u></b>	Patrick M. Knapp, AICP, Director
<b><u>DEPARTMENT:</u></b>	Community Development Department
<b><u>SUBJECT:</u></b>	Consider Waiving the Serving and Consumption of Alcohol Location Restrictions at the Art on the Fox Festival for Bold American Fare and Cattleman's Burger and Brew.

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### **ACTION REQUESTED:**

The Public Event License for the Art on the Fox was approved at the May 20, 2025, Village Board Meeting. The Festival allows for alcoholic beverages to be consumed in the festival footprint.

Two downtown businesses, Bold American Fare and Cattleman's Burger and Brew, plan to sell alcoholic beverages in the street in front of their businesses, which requires additional Village Board Approval.

### **RECOMMENDATION:**

Staff recommends that the Committee of the Whole advance this matter to the Village Board to waive the serving and consumption of alcohol location restrictions at the Art on the Fox Festival for Bold American Fare and Cattleman's Burger and Brew, allowing the establishments to serve alcohol in front of their businesses in the street, subject to the following conditions:

- A Public Event Liquor Permit to sell alcoholic liquor must be obtained from the Village and the State Liquor Commissioners;
- The location of the alcohol sales on Main Street and the types of alcohol sold are subject to review and approval by Amdur Productions, Village Staff, and the Algonquin-Lake in the Hills Fire Protection District.



# Village of Algonquin

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## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	July 8, 2025
<b><u>SUBMITTED BY:</u></b>	Patrick M. Knapp, AICP, Director
<b><u>DEPARTMENT:</u></b>	Community Development Department
<b><u>SUBJECT:</u></b>	Consider a Public Event License for the Downtown Algonquin Association Beer Tent to be held on September 6 and 7, 2025

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### **ACTION REQUESTED:**

The Public Event License for the Art on the Fox was approved at the May 20, 2025, Village Board Meeting. The Festival allows for alcoholic beverages to be consumed in the festival footprint.

The Downtown Algonquin Association, or “DAA”, is requesting to host a beer garden with food vendors in the Village parking lot located at the southeast corner of Algonquin Road and Main Street on Saturday and Sunday. The DAA will sell seltzers, wine coolers, water, and beer provided by Scorched Earth Brewery. The DAA offered food vendor space to downtown restaurants outside of the festival footprint and Buena Vista Restaurant Mar Y Tierra expressed interest in setting up as a food vendor in the area.

The DAA will have 2 lines at their table. 1 line will be to purchase tickets for beverages and 1 line will be to purchase alcohol with the tickets. All alcohol will be distributed in official Art on the Fox cups.

In addition, the DAA will be hosting the Tony Ocean Band on Saturday Night from 5:30 p.m. to 8:00 p.m. on the Main Stage. They are also requesting that the alcohol restriction to consume alcohol in the festival footprint be extended until 9:00 p.m. on Saturday.

The DAA has been working closely with the Police Department, Fire District, Community Development Department, Public Works Department, and Amdur Productions. The following schedule on Saturday has been agreed upon for this request:

- 5:00 p.m.
  - The Art Fest portion of the event ends. Art vendors will have the option to stay open longer, but we do not anticipate many will remain open.
  - The Tony Ocean Band begins setting up on the main stage.
  - The DAA can continue to sell tickets and distribute alcohol.
  - Festival attendees can continue to purchase and consume alcohol in the festival footprint.

- 5:30 p.m.
  - The Tony Ocean Band begins performing
- 7:30 p.m.
  - The last tickets for alcohol are sold by the DAA
- 8:00 p.m.
  - The Tony Ocean Band finishes.
  - DAA alcohol sales conclude.
  - Restaurants can no longer sell alcohol outside of their building.
  - Restaurants can no longer sell alcohol inside their building in Art in the Fox cups.
- 8:30 p.m.
  - The extended event officially ends.
  - Village Staff, Amdur Productions, and the DAA begin clearing the event and cleaning up.
- 9:00 p.m.
  - The area is cleared.

### **RECOMMENDATION:**

All Village Departments and the Algonquin-Lake in the Hills FPD have reviewed the request and recommend that the Committee of the Whole advance this matter to the Village Board for approval of the Public Event License with the following conditions outlined below:

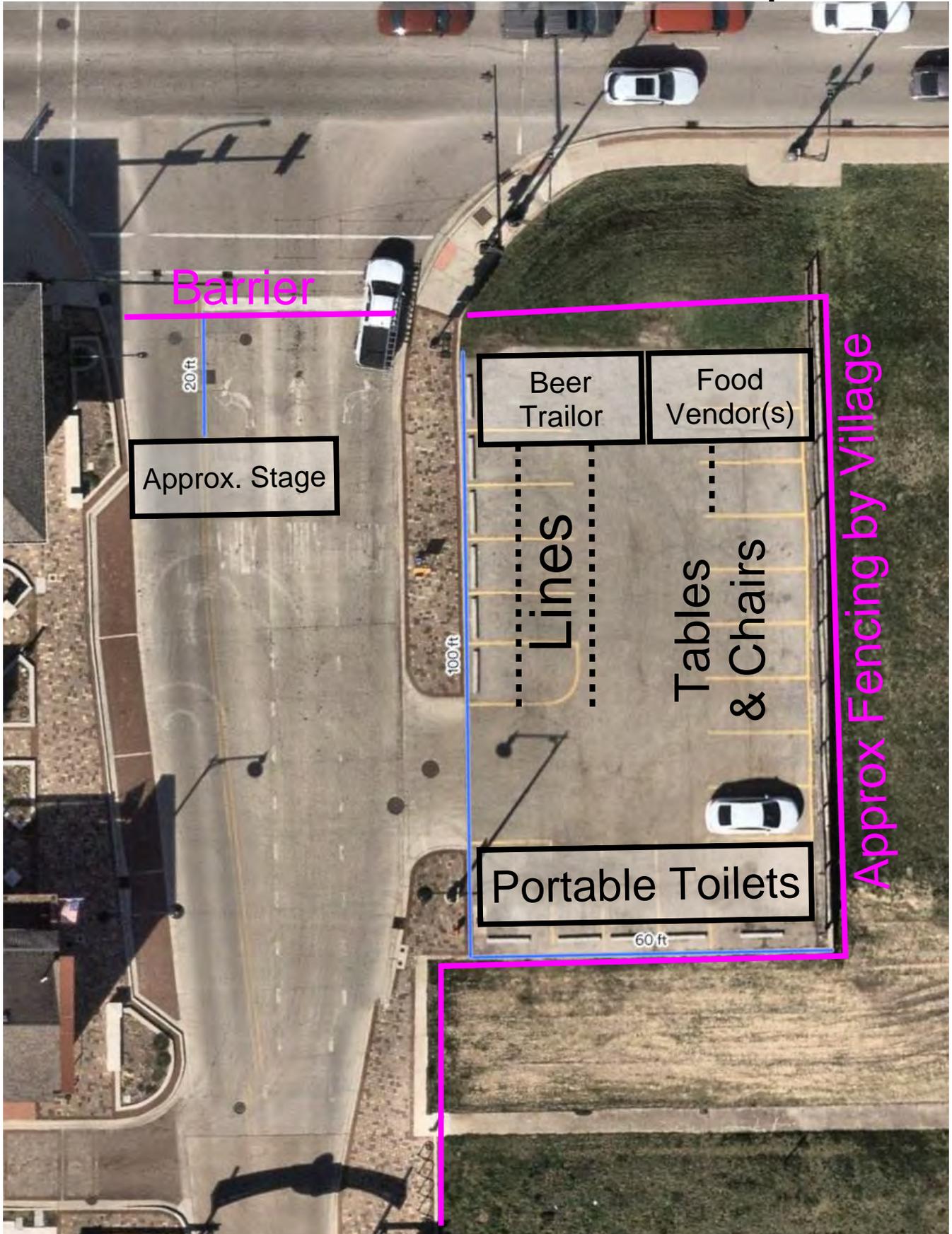
- The Public Event/Entertainment License Fee of \$50/day shall be waived;
- The DAA and food vendor(s) shall participate in applicable pre-festival meetings;
- The DAA shall provide a volunteer schedule with a primary point of contact for all times during the event to the Village a minimum of one week before the event. The primary point of contact shall be in the Beer Garden Area at all times that Alcohol or Food are being served;
- The beer truck/trailer shall be parked in the parking lot no later than Friday EOD. The beer truck/trailer cannot be removed from the parking lot until after 5:00 p.m. on Sunday;
- Final site and circulation plans are subject to review by Village Staff, ALFPD, and Amdur Productions;
- Village Staff, ALFPD, and Amdur Productions shall have free access to the Beer Garden Area at all times to ensure that the Area complies with the Municipal Code and the Public Event License. Village Staff, ALFPD, and Amdur Productions shall have the right to close or suspend the Beer Garden Area if the DAA fails to comply with the Municipal Code and the Public Event License conditions;
- If Village Staff, ALFPD, or Amdur Productions close or suspend the Art on the Fox Festival for any reason, the DAA shall adhere to the decision;
- The DAA shall be responsible for coordinating with the Village the removal of all trash in the Beer Garden Area during the event and keeping the Beer Garden Area clean and tidy;
- The DAA shall assist the Village and Amdur Productions with clean-up at the conclusion of each day and at the end of the festival event;
- A Public Event Liquor Permit to sell alcoholic liquor shall be obtained from the Village and the State Liquor Commissioners;

- All volunteers serving alcohol shall be Illinois Bassett Alcohol trained;
- On Saturday, no drink tickets can be sold after 7:30 p.m. and no drinks can be served after 8:00 p.m. On Sunday, no drink tickets can be sold after 4:00 p.m. and no drinks can be served after 4:30 p.m.
- The Village will install fencing around the Beer Garden. However, the DAA shall be responsible for ensuring the fencing around the Beer Garden remains in good repair during festival hours;
- All applicable Category 1 & 2 food vendors serving in the Beer Garden shall apply for a Temporary Food Establishment Health Permit at least 5 days before Art on the Fox and they shall be prepared for a pre-operational inspection at the time they plan to begin serving food. Category 3 food vendors do not need a Temporary Food Establishment Health Permit, but still shall adhere to Article III of the McHenry County Health Department regulations;
- The DAA and Food Vendors shall use tents provided by Amdur Productions;
- Before commencing any of the activities approved by the Public Event License, the applicant, at no expense to the Village, shall obtain and file with the Village no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements;

**EXHIBIT:**

- DAA Beer Garden Site Layout

# DAA Beer Garden Set Up





# Village of Algonquin

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## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Village Board
<b><u>MEETING DATE:</u></b>	July 8, 2025
<b><u>SUBMITTED BY:</u></b>	Patrick M Knapp, AICP, Director Stephanie Barajas, Planner
<b><u>DEPARTMENT:</u></b>	Community Development
<b><u>SUBJECT:</u></b>	St. Margaret Mary; Summerfest, Public Event License – Sunday, August 23, 2025

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### **ACTION REQUESTED:**

Magda Kopec, on behalf of the St. Margaret Mary Church, is seeking approval of a Public Event License for the St. Margaret Mary Summerfest on August 23, 2025, from 12:00 PM to 10:00 PM. Set-up will begin the morning before the event. The number of expected attendees is 2,500. The event will include a DJ from 2:00 PM to 10:00 PM, educational opportunities, food vendors, children’s games, and other social activities. They will utilize part of their parking lot and lawn area behind the school for event activities and will provide all parking on-site. The Applicant is also requesting the presence of the Algonquin Police Department and the Algonquin-Lake in the Hills Fire Prevention District for educational purposes for children.

The applicant has applied for two (2) temporary banners located at both entrances to the church/school parking lot. The dimensions of these temporary banners shall be three (3’) by five (5’) feet in dimension, which are compliant with the Village’s sign code.

The Applicant is also seeking a waiver of the Public Event License Fee of \$50/day and has submitted the appropriate documentation to show that they are a Tax-Exempt Organization.

### **RECOMMENDATION:**

All Village Departments and the Algonquin-Lake in the Hills FPD have reviewed this request and recommend that the Committee of the Whole advance this matter to the Village Board for approval, subject to the following conditions:

- Village Police officers and other officials shall have free access to the event at all times to ensure that the event is in compliance with the Municipal Code;
- The final site and circulation plans are subject to review and approval by Village Staff and the Algonquin-Lake in the Hills FPD;
- A Special Event Permit to sell alcohol must be obtained from the Village and State Liquor Commissioners. Alcohol may not be served in any area that does not comply with the Auxiliary Liquor Design Guidelines. All such areas must be properly fenced. All employees with approved BASSET training shall be present when alcohol is being served on-site;
- Temporary Food Service permit(s) shall be obtained from the McHenry County Health Department by all food vendors and the necessary inspections shall be allowed;
- Cooking is not permitted in any tent attached to a dining tent. Food vendors may use a separate “EZ-up” style tent for cooking, provided it is at least 20 feet from the dining tent and not connected to it;
- There shall be at least one fire extinguisher within 75 feet of the cooking area;

- Should propane tanks be used for cooking equipment, the tanks shall be secured to prevent tipping;
- The two (2) temporary banners shall be allowed on the Subject Property and must be taken down the day after. A temporary sign permit for each banner shall be required;
- Public Event License fees must be paid prior to the event unless waived by the Village Board;
- All garbage/debris from the event shall be deposited in on-site trash bins by the event coordinator;
- The required electrical, stage, and fire inspections shall be scheduled in advance and allowed to be conducted by Village and Fire District Staff;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public;
- Prior to commencing any of the activities approved by the Public Event License, the applicant, at no expense to the Village, shall obtain and file with the Village, no less than 30 days prior to the event, evidence that its insurance meets the minimum requirements;

**ATTACHMENTS:**

- Public Event License Application
- Site Plan



Village of Algonquin  
**PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION**

In order for the Village of Algonquin to assist you with your Public Event, please fill out the information below and return to the Ganek Municipal Center (2200 Harnish Drive) or permits@algonquin.org at least 45 days prior to the event.

Please type or print legibly.

**Official Name of the Event:** ST. MARGARET MARY CHURCH SUMMERFEST

**Sponsoring Organization:**

Name: ST. MARGARET MARY CHURCH Contact Name: MAGDA KOPEC  
Address: 111 S. HUBBARD ST.  
City, State, ZIP: ALGONQUIN, IL 60102  
Phone: 847-858-7625 Email: ASCHNEIDER@SAINTMARGARETMARY.ORG

**Event Coordinator:**

Name: MAGDA KOPEC  
Home Address: 111 S. HUBBARD ST.  
City, State, ZIP: ALGONQUIN, IL 60102  
Phone: [REDACTED] Email: [REDACTED]

**Event Information:**

Describe the Nature of the Event: 2025 PARISH SUMMERFEST

\_\_\_\_\_

New Event  Repeat Event  If repeat, will anything be different this year? NO

Event Address: 119 S. HUBBARD ST., ALGONQUIN, IL 60102

Date(s) and Time(s) of the Event: AUGUST 23, 2025 FROM 12:00PM UNTIL 10:00PM

Rain Date(s), if applicable: N/A

Set-Up Date/Time: FRIDAY, AUGUST 22, 2025 AND WILL CONTINUE UNTIL THE MORING OF HTE EVENT

Maximum Number of Attendees/Participants Expected: 2,500

Admission Fee: Yes  No  If Yes, list fee(s) to be charged: \_\_\_\_\_

How will the revenue be used (include donations to non-profit or charitable organizations): \_\_\_\_\_

ALL EVENT PROCEEDS ARE EARMARKED FOR CHURCH PUPORSES.

\_\_\_\_\_

Event Website: N/A

**Event Details:**

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: \_\_\_\_\_  
These people will be present at the event at all times.

The following people will be in charge of the security at the event: Dariusz Saletnik [REDACTED]

WlodzimirzSzyda [REDACTED] and Dariusz Kostrzewa [REDACTED]

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: \_\_\_\_\_

THE ENTIRE CHURCH AND SCHOOL PARKING LOT WILL BE UTILIZED. NO ADDITIONAL PARKING IS REQUIRED

Will there be a need for road closures? Yes  No  If Yes, please explain: \_\_\_\_\_

Are you requesting Algonquin Police Officer(s) presence? Yes  No  If Yes, to perform what function?

**FOR CHILDREN EDUCATIONAL PURPOSE ONLY**

Do you want a fire truck or ambulance present? Yes  No  If Yes, for what hours and to perform what function? \_\_\_\_\_

**FIRE TRUCK FOR CHILDREN EDUCATIONAL PURPOSE ONLY**

Are you wishing to post temporary sign(s) announcing the event? Yes  No  If Yes, please describe desired size, location and date(s) that the signage will be displayed: \_\_\_\_\_

**Signs will be posted at both entrances to the church/school parking lot**

The size of each sign will be approx. 3ftx5ft. We will also post one at Algonquin and Randall and Main St

Do you wish to serve alcoholic beverages? Yes  No

If Yes, do you have DRAM Shop Insurance for the sale/consumption of alcohol? Yes  No  If Yes, attach a copy of the policy.

Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes  No

If Yes, please describe type, band name(s), and hours of performance and if there will be a stage: \_\_\_\_\_

**DJ will be playing music from 2-10PM**

Do you foresee any other special needs for this event? (Physical set-up assistance, waste removal, portable toilets and hand washing stations, electricity, generator, running water, tent(s), etc.): \_\_\_\_\_

No special needs are required for this event \_\_\_\_\_

Do you plan on holding a raffle during this event? Yes  No   
(Must be an Algonquin-based, non-profit organization)

Name of on-site contact during the event (please print): Magda Remesz-Kopec  
On-site contact's cell number: 773-520-7373  
On-site contact's work number: \_\_\_\_\_  
On-site contact's home number: \_\_\_\_\_

**Affidavit of Applicant:**

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c), no sex offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.

F. Zbigniew Zajchowski  
Signature of Applicant

06/10/2025  
Date

Fr. Zbigniew Zajchowski, Pastor  
Printed Name of Applicant

## Indemnification, Waiver and Release

*To be signed by all: applicant, sponsor, organizer, promoter and permittee/licensee.*

The Permittee/Licensee shall indemnify and hold harmless the Village, its officers, boards, commissions, agents, elected, elected officials, and employees (collectively, "the Village Indemnitees") from any and all costs, demands, expenses, fees and expenses, arising out of: (a) breach or violation by the Permittee/Licensee of any of its certifications, representations, warranties, covenants or agreements in its application and permit/license issued by the Village; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from the negligent performance by or on behalf of the Permittee/Licensee; or (c) any negligent act, activity or omission of permittee or an or its employees, representatives, subcontractors or agents.

The Permittee/Licensee agrees to indemnify, defend and hold harmless the Village Indemnitees against and from any and all losses, claims, demands, causes of action, actions, suits, proceedings, damages, costs and/or liabilities of every kind and nature, whatsoever (including, but not limited to expenses for reasonable legal fees, and disbursements and liabilities assumed by the Village in connection therewith), to persons or property, in any way arising out of or through the acts or omissions of the Permittee/Licensee, its servants, agents or employees, or to which the negligence of the Permittee/Licensee shall in any way contribute.

Permittee/Licensee hereby waives and releases all claims against the Village Indemnitees or arising out of the issuance of a permit to Permittee/Licensee for any and all injuries to persons or damage to property from any cause arising at any time during the event listed herein or the issuance of the Permit/License.

The term "Permittee/Licensee" refers to the applicant, as well as any sponsor, organizer, promoter of the event. Each undersigned represents and warrants that he/she has authority to execute this Indemnification, Waiver and Release Agreement on behalf of the person or entity for which he/she has signed.

Permittee/  
Licensee: ST. MARGARET MARY CHURCH

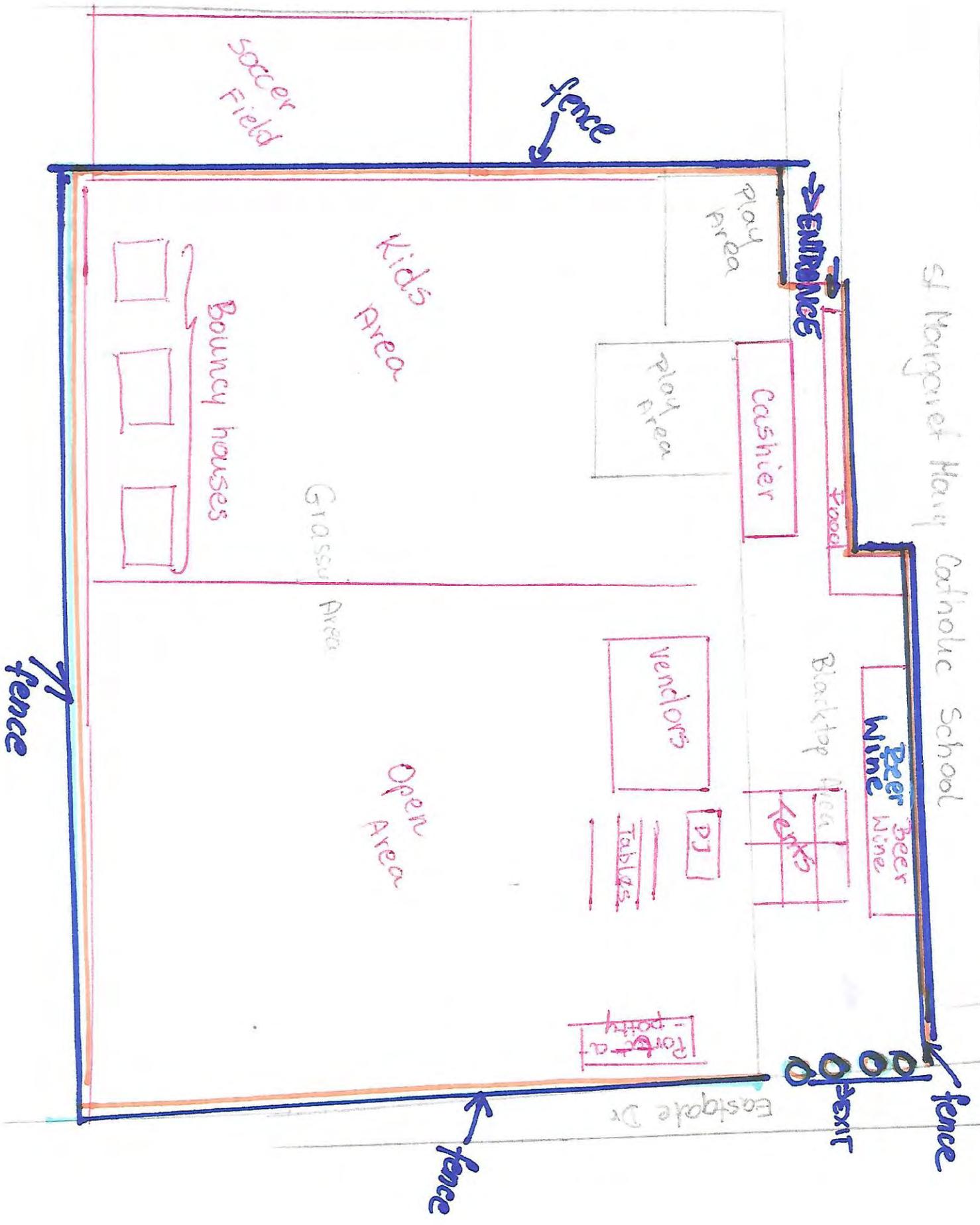
Circle all  
that apply:      Applicant   Sponsor   Organizer   Promoter

By: FR. ZBIGNIEW ZAJCHOWSKI, PASTOR  
[Print]  
F. Zbigniew Zajchowski  
[Signature]

Date: 06/10/2025

E. Algonquin Rd.

Sf Margueret Mary Catholic School





# Village of Algonquin

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## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	July 8, 2025
<b><u>SUBMITTED BY:</u></b>	Patrick M Knapp, AICP, Director Stephanie Barajas, Planner
<b><u>DEPARTMENT:</u></b>	Community Development
<b><u>SUBJECT:</u></b>	Fox River Med Spa; 12 <sup>th</sup> Anniversary Event, Public Event License – July 27, 2025

### **ACTION REQUESTED:**

Ashley Gustafson, on behalf of Fox River Med Spa, is seeking approval of a Public Event License for their 12<sup>th</sup> Anniversary event on July 27, 2025, from 10:00 AM to 2:00 PM, in the parking lot of Fox River Med Spa located at 1543 South Randall Road. The event will include local vendors, face painting for children, a Touch-A-Truck with the Algonquin-Lake in the Hills Fire Protection District, social activities, and a live acoustic band from 11:00 AM to 1:30 PM. The expected number of attendees is seventy-five (75). Parking will be available on-site.

### **RECOMMENDATION:**

All Village Departments and the Algonquin-Lake in the Hills Fire Protection District (ALFPD) have reviewed this request and recommend that the Committee of the Whole advance this matter to the Village Board for approval, subject to the following conditions:

- Public Event License Fees must be paid prior to the event;
- Village Police officers and other officials shall have free access to the event at all times to ensure that the event complies with the Municipal Code;
- The drive aisle between the band and the event space shall be closed to traffic during the event. Final site and circulation plans are subject to review and approval by Village Staff and the ALFPD;
- A minimum of 5 feet of unobstructed sidewalk in front of the business must be maintained at all times, including in front of the live band;
- The four accessible parking spaces and access aisles in the event area shall be temporarily relocated for the duration of the event. The location and signage are subject to Village Staff approval;
- Temporary Food Service permit(s) shall be obtained from the Kane County Health Department and the necessary inspections shall occur. A copy of the permit(s) shall be shared with Village Staff;
- No alcohol shall be sold or consumed on the property;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind above 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public;
- Any temporary tents or structures shall be properly secured. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter;
- No temporary signage, such as flags or portable ground signs, is permitted on or off-site.

**ATTACHMENTS:**

- Site Plan
- Public Event License Application



Village of Algonquin

To whom this may concern:

My name is Ashley from Fox River MedSpa and I am requesting use of public property at 1543 S Randall Rd. Algonquin, IL 60102. We are celebrating our 12<sup>th</sup> anniversary on July 27<sup>th</sup> from 10am-2pm. We are wishing to use our parking lot for this party to celebrate 12 great years as a spa. We are looking to have vendors, a live band and just to enjoy as a community together.

Thank you for your time,

Ashley Gustafson



Village of Algonquin  
**PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION**

In order for the Village of Algonquin to assist you with your Public Event, please fill out the information below and return to the Ganek Municipal Center (2200 Harnish Drive) or permits@algonquin.org at least 45 days prior to the event.

Please type or print legibly.

**Official Name of the Event:** 12<sup>th</sup> Anniversary Touch a Truck / Parking Lot Party

**Sponsoring Organization:**

Name: Fox River Med Spa Contact Name: Julie Bevel  
 Address: 1543 S Randall Rd  
 City, State, ZIP: Algonquin, IL 60102  
 Phone: [REDACTED] Email: Julie@FoxRiverSpa.com

**Event Coordinator:**

Name: Ashley Gustafson  
 Home Address: [REDACTED]  
 City, State, ZIP: [REDACTED]  
 Phone: [REDACTED] Email: events@FoxRiverSpa.com

**Event Information:**

Describe the Nature of the Event: Celebrating our Anniversary - 12 years!  
Algonquin Fire Department will be here. We will have  
local vendors

New Event  Repeat Event  If repeat, will anything be different this year? \_\_\_\_\_

Event Address: 1543 S Randall Rd. Algonquin, IL 60102

Date(s) and Time(s) of the Event: July 27<sup>th</sup> 10am - 2pm

Rain Date(s), if applicable: none

Set-Up Date/Time: 9am July 27<sup>th</sup>

Maximum Number of Attendees/Participants Expected: 75

Admission Fee: Yes  No  If Yes, list fee(s) to be charged: \_\_\_\_\_

How will the revenue be used (include donations to non-profit or charitable organizations):  
NONE -

Event Website: \_\_\_\_\_

**Event Details:**

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: \_\_\_\_\_

we will not need security

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: \_\_\_\_\_

We will not need extra parking we share a lot with the old Joann & Baird & Warner

Will there be a need for road closures? Yes \_\_\_\_\_ No  If Yes, please explain: \_\_\_\_\_

Are you requesting Algonquin Police Officer(s) presence? Yes \_\_\_\_\_ No  If Yes, to perform what function? \_\_\_\_\_

Do you want a fire truck or ambulance present? Yes \_\_\_\_\_ No  If Yes, for what hours and to perform what function? \_\_\_\_\_

Are you wishing to post temporary sign(s) announcing the event? Yes \_\_\_\_\_ No  If Yes, please describe desired size, location and date(s) that the signage will be displayed: \_\_\_\_\_

Do you wish to serve alcoholic beverages? Yes \_\_\_\_\_ No

If Yes, do you have DRAM Shop Insurance for the sale/consumption of alcohol? Yes \_\_\_\_\_ No  If Yes, attach a copy of the policy.

Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes  No \_\_\_\_\_  
If Yes, please describe type, band name(s), and hours of performance and if there will be a stage: \_\_\_\_\_

Finlinga Reggie - 11am - 1:30pm.  
Stage will be on the side walk

Do you foresee any other special needs for this event? (Physical set-up assistance, waste removal, portable toilets and hand washing stations, electricity, generator, running water, tent(s), etc.): NONE

Do you plan on holding a raffle during this event? Yes \_\_\_\_\_ No

(Must be an Algonquin-based, non-profit organization)

Name of on-site contact during the event (please print): Ashley Gustafson

On-site contact's cell number: [REDACTED]  
On-site contact's work number: [REDACTED]  
On-site contact's home number: \_\_\_\_\_

**Affidavit of Applicant:**

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c), no sex offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.

Ashley Gustafson  
Signature of Applicant

6/25/2025  
Date

Ashley Gustafson  
Printed Name of Applicant

**Indemnification, Waiver and Release**

*To be signed by all: applicant, sponsor, organizer, promoter and permittee/licensee.*

The Permittee/Licensee shall indemnify and hold harmless the Village, its officers, boards, commissions, agents, elected, elected officials, and employees (collectively, "the Village Indemnitees") from any and all costs, demands, expenses, fees and expenses, arising out of: (a) breach or violation by the Permittee/Licensee of any of its certifications, representations, warranties, covenants or agreements in its application and permit/license issued by the Village; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from the negligent performance by or on behalf of the Permittee/Licensee; or (c) any negligent act, activity or omission of permittee or an or its employees, representatives, subcontractors or agents.

The Permittee/Licensee agrees to indemnify, defend and hold harmless the Village Indemnitees against and from any and all losses, claims, demands, causes of action, actions, suits, proceedings, damages, costs and/or liabilities of every kind and nature, whatsoever (including, but not limited to expenses for reasonable legal fees, and disbursements and liabilities assumed by the Village in connection therewith), to persons or property, in any way arising out of or through the acts or omissions of the Permittee/Licensee, its servants, agents or employees, or to which the negligence of the Permittee/Licensee shall in any way contribute.

Permittee/Licensee hereby waives and releases all claims against the Village Indemnitees or arising out of the issuance of a permit to Permittee/Licensee for any and all injuries to persons or damage to property from any cause arising at any time during the event listed herein or the issuance of the Permit/License.

The term "Permittee/Licensee" refers to the applicant, as well as any sponsor, organizer, promoter of the event. Each undersigned represents and warrants that he/she has authority to execute this Indemnification, Waiver and Release Agreement on behalf of the person or entity for which he/she has signed.

Permittee/  
Licensee: Ashley Gustafson

Circle all  
that apply:  Applicant  Sponsor  Organizer  Promoter

By: Ashley Gustafson  
[Print] Ashley Gustafson  
[Signature]

Date: 6/24/2025



# Village of Algonquin

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

## AGENDA ITEM

**MEETING TYPE:** Committee of the Whole

**MEETING DATE:** July 8, 2025

**SUBMITTED BY:** Patrick M. Knapp, AICP, Director

**DEPARTMENT:** Community Development Department

**SUBJECT:** Consideration of a Request to Deem the Special Uses for a Self-Storage Facility and Car Wash Expired in the 2075 Redevelopment Subdivision

### **REQUEST:**

On December 17, 2019, the Village Board approved Ordinance 2019-O-42 which approved a Final Plat and Final PUD and also issued a Special Use Permit for a Self-Storage Facility, a Car Wash, and a Drive Through Restaurant with Outdoor Seating at 2075 East Algonquin Road. Since approval, only the Special Use Permit for a Drive Through Restaurant with Outdoor Seating is being used. Village Code Chapter 21.12.E.5 grants the Village Board the sole discretion to determine whether a Special Use should officially expire if the Special Use is never established and used.

Staff is requesting that the Village Board deem the Special Use Permit for a Self-Storage Facility on Lot 1 (2075 E Algonquin Road) and the Special Use Permit for an Automotive Car Wash on Lot 2 (2055 E Algonquin Road) expired as these Special Uses have failed to be established since approval in December of 2019.

### **BACKGROUND:**

Below is the timeline of the major milestones for the former bowling alley (2075 E Algonquin Road). Note that there was a general policy in place for leniency in project delays if the delays were caused by the COVID-19 Pandemic and/or material shortages. This policy was generally in place through 2023. A full timeline for this Planned Development is attached as Exhibit A.

<b>Date</b>	<b>Description</b>
12/17/19	Village Board PUD/Plat/SUP Approval
6/7/22	Building permit for converting the bowling alley to a self-storage facility was submitted.
7/5/22	Building permit approved for payment and issuance.
12/7/22	Building permit approval expired. Applicant never paid.

*Continued on next page*

9/20/23	Building permit for converting the bowling alley to a self-storage facility was resubmitted. <i>Note that there was a delay in resubmittal because the Village updated the building codes which required the applicant to update the building plans to comply with the new code.</i>
10/12/23	Building permit approved for payment and issuance.
3/18/24	Building permit was paid which included the plan review fee from the first submittal. The applicant still needed to submit contractor and license information before the full issuance of the building permit.
6/7/24	Building permit was officially issued after all contractor and license information was submitted.
12/7/24	Building permit extended. Applicant paid a fee in the amount of 25% of the full permit fee to extend the building permit for 6 additional months of approval
6/7/25	Building permit expired as no work occurred in the building and also no inspections have ever been scheduled.

Below is the timeline of the major milestones for the car wash.

Date	Description
12/17/19	Village Board PUD/Plat/SUP Approval
3/23/23	Site developer reached out to request a review of a different car wash design. Staff provided feedback on the changes.
7/12/23	Site developer reached out to request a PUD Amendment. Staff provided the process and there was no response.

**DISCUSSION:**

Staff has given the developers of the car wash and the self-storage facility ample amount of time to establish their respective Special Uses that were approved over five years ago. Additionally, the building permit for the bowling alley conversion cannot be extended because the applicant has not demonstrated a justifiable cause (IBC section 106.5) for the extension.

**RECOMMENDATION**

Staff recommends that the Committee of the Whole advance this matter to the Village Board to approve an Ordinance that deems the Special Use Permit for a Self-Storage Facility on Lot 1 and the Special Use Permit for an Automotive Car Wash on Lot 2, as approved in Ordinance 2019-O-42, expired as these Special Uses were never established.

**ATTACHMENT:**

- Exhibit A. Full timeline of the major milestones for this Planned Development
- Exhibit B. Building Permit Status for 2075 East Algonquin Road (former bowling alley)
- Exhibit C. Ordinance 2019-O-42
- Exhibit D. Final Site Plan for the 2075 East Algonquin Road Planned Development

**EXHIBIT A:**

Full timeline of the major milestones for the 2075 E Algonquin Road Planned Development

<b>Date</b>	<b>Regarding</b>	<b>Description</b>
12/17/19	Entire Site	Village Board PUD/Plat/SUP Approval
12/13/21	Common Infrastructure	Preconstruction Meeting
6/3/22	Common Infrastructure & Popeye's Site Work	Site Development Permit Issued
6/7/22	Bowling Alley	Building permit for converting the bowling alley to a self-storage facility was submitted.
7/5/22	Bowling Alley	Building permit approved for payment and issuance.
11/14/22	Popeye's	Building permit issued
12/7/22	Bowling Alley	Building permit approval expired. Applicant never paid.
3/23/23	Car Wash	Site developer reached out to request a review of a different building design. Staff provided feedback on the changes.
7/12/23	Car Wash	Site developer reached out to request a PUD Amendment. Staff provided the process and there was no response.
9/20/23	Bowling Alley	Building permit was resubmitted. <i>Note that there was a delay in resubmittal because the Village updated the building codes which required the applicant to update the building plans to comply with the new code.</i>
10/12/23	Bowling Alley	Building permit approved for payment and issuance.
11/27/23	Popeye's	Final Certificate of Occupancy is issued.
3/18/24	Bowling Alley	Building permit was paid which included the plan review fee from the first submittal. The applicant still needed to submit contractor and license information before the full issuance of the building permit.
6/3/24	Common Infrastructure	Site Development Permit completed
6/7/24	Bowling Alley	Building permit was officially issued after all contractor and license information was submitted.
12/7/24	Bowling Alley	Building permit extended. Applicant paid a fee in the amount of 25% of the full permit fee to extend the building permit for 6 additional months of approval
6/7/25	Bowling Alley	Building permit expired as no work occurred in the building and also no inspections have ever been scheduled.

**EXHIBIT B:**

Status of Village Building Permits for 2075 East Algonquin Road – Conversion of Bowling Alley to Self-Storage Facility

<b>Permit</b>	<b>Type</b>	<b>Description</b>	<b>Status</b>	<b>Entered</b>	<b>End</b>	<b>Permit Fee</b>
44259	Demo	Remove Bowling Lanes	Complete	12/11/15	12/21/15	*Paid - \$75
53418	Demo	Interior Demo	Expired, Never Completed, No Inspections	3/26/20	9/22/20	*Paid - \$75
59223	Fire Sprinkler	Installation of Fire Sprinkler System	Expired, Incomplete Submittal	6/27/22	12/27/22	* Unpaid - Fees never calculated due to incomplete submittal
59293	Remodel	Renovation of Bowling Alley to Self-Storage Facility	Expired, Never Paid/ Issued	7/5/22	12/7/22	*Unpaid - \$14,622
62640	Remodel	Renovation of Bowling Alley to Self-Storage Facility	Expired, Never Completed, No Inspections	10/2/23	6/7/25	*Paid - \$19,655 - Includes \$1,012 Plan Review Fee from Permit 59293 *Paid - \$4,381 Extension Fee on 12/7/24
62978	Monument Sign	Sign for Self-Storage and Car Wash	Expired, Never Completed, No Inspections	11/9/23	3/13/24	*Paid - \$711

ORDINANCE NO. 2019 - O - 42

**An Ordinance Approving a Final Plat of Subdivision, Final Planned Unit Development and Special Use Permit for a Self-Storage Facility (Lot 1), Automotive Car Wash (Lot 2), and Drive Through Restaurant with Outdoor Seating (Lot 3) On the Property Formerly Known as Brunswick Zone (2075 E. Algonquin Road)**

WHEREAS, the Village of Algonquin, McHenry and Kane Counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, the Village of Algonquin has been requested by a petition signed by Steve Schwartz, the property owner, to approve a Final Plat of Subdivision, Final Planned Unit Development, and Special Use Permit for a Self-Storage Facility (Lot 1), Automotive Car Wash (Lot 2), and Drive Through Restaurant with Outdoor Seating (Lot 3) on certain territory legally described as follows:

PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE NORTH 86 DEGREES 11 MINUTES 06 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, 273.02 FEET TO THE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED PARCEL; THENCE NORTH 00 DEGREES 27 MINUTES 42 SECONDS EAST, PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, 142.65 FEET; THENCE NORTH 53 DEGREES 40 MINUTES 06 SECONDS WEST, 195.06 FEET; THENCE NORTH 35 DEGREES 57 MINUTES 31 SECONDS EAST, 495.04 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ALGONQUIN ROAD; THENCE SOUTH 53 DEGREES 47 MINUTES 44 SECONDS EAST ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID ALGONQUIN ROAD, 449.13 FEET TO A POINT WHICH IS 559.0 FEET (AS MEASURED ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE) FROM THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 36 DEGREES 11 MINUTES 43 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 469.6 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 86 DEGREES 11 MINUTES 06 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, 220.27 FEET TO THE POINT OF BEGINNING EXCEPT THAT PART TAKEN FOR ALGONQUIN ROAD, IN MCHENRY COUNTY, ILLINOIS.

and commonly known as 2075 E. Algonquin Road, Algonquin, IL 60102 ("Subject Property"); and

WHEREAS, a public hearing was held before the Algonquin Planning and Zoning Commission, after due notice in the manner provided by law; and

WHEREAS, the Algonquin Planning and Zoning Commission, after deliberation, has made a report and recommended the approval of said final plat of subdivision, final planned unit development, and special use permits for the Subject Property; and

WHEREAS, the Village Board of Trustees has considered the findings of fact, based upon the evidence presented at the public hearing to the Algonquin Planning and Zoning Commission by the petitioners.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane Counties, Illinois, as follows:

SECTION 1: The final plat of subdivision, final planned unit development, and special use permit for a self-storage facility on Lot 1, automotive car wash on Lot 2, and drive-through restaurant with outdoor seating on Lot 3 is hereby approved, subject to the following documents and conditions:

- A. 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;
- B. The Final Plat of Subdivision prepared by Arc Design Resources, Inc. with the latest revision date of August 6, 2019 shall be revised to incorporate the comments noted below and in the September 4, 2019 memorandum from Christopher Burke Engineering, the August 28, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and the September 12, 2019 Public Works memo. The plat shall be revised to extend the 35-foot cross access easement through the stormwater detention area up to the west property line, to provide the opportunity for future cross-access to the west;
- C. The Site Plan prepared by Reitan Architects, LLC with the latest revision date of July 15, 2019 shall be revised to incorporate the comments noted below and in the September 4, 2019 memorandum from Christopher Burke Engineering, the August 28, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and the September 12, 2019 Public Works memo. The Village Engineer recommended adding a left turn lane on East Algonquin Road, to serve the full access into the site, and the project engineer shall evaluate the feasibility of adding a turn lane in consultation with IDOT which has jurisdiction over the roadway. The project engineer shall also evaluate the feasibility of adding sidewalk along Rt. 62 in coordination with IDOT;
- D. The Final Engineering Plans prepared by ARC Design Resources, Inc. with the latest revision date of August 9, 2019 shall be revised to incorporate the comments noted below and in the September 4, 2019 memorandum from Christopher Burke Engineering, the August 28, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and September 12, 2019 Public Works memo. The plans shall be revised to modify the dimensions of the parking stalls identified in the Village Engineer's review memo, that do not meet the Village's required minimum depth. Details for the dumpster enclosures shall be submitted. The enclosures shall be constructed of masonry material and have solid wooden doors that securely latch close. The locations of the car wash vacuums shall be shown on the revised plans. The existing asphalt adjacent to the former bowling alley building shall be removed and surface replaced in accordance with the Village Engineer's recommendation. The 12-foot tall PVC fencing shall have a woodgrain texture and material samples shall be submitted for review by Village Staff prior to permitting. The screening fence shall wrap the entire west side of the storage yard, without gaps along the retention pond, down to the south lot line. Nothing stored or accumulated inside the fence shall be visible above the top of the fence line, which may require taller campers and vehicles to be parked toward the interior of the yard rather than along the perimeter of the lot. The Fire District will require the gated access include the installation of a Knox Box key switch and said switch shall be shown on the revised plans. The developer shall consider looping watermain through the site to connect to an existing watermain on Compton Drive. The plans shall also be revised to show hydrant locations, proposed fire department connections (FDC) for each building. A fire hydrant is required within 100 feet of each FDC;
- E. The Landscape Plan as prepared by ARC Design Resources, Inc. with the latest revision date of August 9, 2019, shall be revised to incorporate the comments noted below and in the September 4, 2019 memorandum from Christopher Burke Engineering, the August 28, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and September 12, 2019 Public Works memo. The tree loss fee as calculated by Public Works in the amount of \$43,050 shall be the responsibility of the developer to pay prior to obtaining any site development or building permits;

- F. The exterior remodeling of the Brunswick Zone bowling alley shall be consistent with the Safe Storage renderings as prepared by Reitan Architects, LLC with the latest revision date of October 16, 2019. The windows for the glass atrium on the front of the Self Storage building shall be black or dark bronze, consistent with the outlot buildings;
- G. The exterior façade of the car wash building shall be consistent with the color elevations as prepared by WT Group with the latest revision date of December 3, 2019, to include red support posts for the vacuum hoses to match the red trim on the building. The windows shall be black anodized aluminum, consistent with what is depicted on the elevations;
- H. The exterior elevations of the Popeyes Louisiana Kitchen as prepared by Purohit Architects with the latest revision date of July 15, 2019 shall be revised to incorporate stone pilasters on the side and rear elevations. The windows shall be dark bronze anodized aluminum, consistent with what is depicted on the elevations;
- I. Each building shall be permitted two wall signs, and meet Village Code standards for dimensions and lettering size. The existing ground sign that served the former Brunswick Zone business shall be removed concurrent with the installation of the proposed new grounds signs on the outlots. A ground sign shall be permitted for each of the two outlots, and comply with the Village Code size requirements, 12-foot tall maximum height, have brick on all sides, a decorative masonry cap and foundation landscaping that is attractive throughout the year. The ground sign on Lot 2 shall be constructed consistent with the rendering date stamp received December 5, 2019, and shall be permitted two tenant panels, however the background color for the self storage business shall be toned down from pure white to a more earth tone color;
- J. The Photometric Plan, as prepared by Cree Lighting, with the latest revision date of July 17, 2019 shall be revised to shall be revised to incorporate the comments noted below and in the September 4, 2019 memorandum from Christopher Burke Engineering, the August 28, 2019 memorandum from the Algonquin-Lake in the Hills Fire District, and subject to Public Works approval. The parking lot light fixtures shall meet Village standards with 25 foot poles, metal halide or LED lights, 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;
- K. All roof-mounted or ground located mechanical equipment shall be screened with an appropriate architectural element or landscaping;
- L. The Private Property Enforcement Agreement shall be executed with the Algonquin Police Department prior to the issuance of any Certificate of Occupancies;
- M. No materials or products may be stored outside the fenced storage yard at any time;
- N. The following signs shall be prohibited, at all times: inflatable signs, flags, banners, pennants or any temporary or portable signs;
- O. The developer shall utilize a form similar to the Life Storage "Parking Addendum" dated December 2018 for the proposed self-storage facility on the property. All vehicles stored in the outdoor storage yard shall be operational and be on a list of permitted vehicle types as approved by the Village Board and attached to this ordinance as Exhibit A. No work may be conducted on the vehicles within the storage yard, and any hazardous spills of oil, grease, antifreeze or other similar materials shall be the responsibility of the property owner to clean-up in accordance with all applicable state and federal laws. The developer shall also be required to install a video camera system to monitor

both the exterior storage yard and interior of the facility at all times. Village property maintenance staff shall be permitted to have access and make inspections of the storage yard upon request;

- P. The existing miniature golf and batting cages on the property shall be demolished by July 1, 2020, regardless of when or if work starts on the proposed redevelopment of the property.

SECTION 2: That all requirements set forth in the Algonquin Zoning Ordinance, as would be required by any owner of property zoned in the same manner as the Subject Property shall be complied with, except as otherwise provided in this Ordinance.

SECTION 3: The findings of fact on the petition to approve the final plat of subdivision, final planned unit development and issue the special use permits are hereby accepted.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

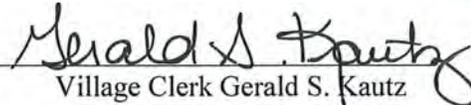
SECTION 6: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Aye: Brehmer, Steigert, Jasper, Spella, Glogowski,  
Nay: Sosine  
Absent: None  
Abstain: None

APPROVED:

  
Village President John C. Schmitt

(SEAL)

ATTEST:   
Village Clerk Gerald S. Kautz

by:   
Michelle Weber, Deputy Village Clerk

Passed: December 17, 2019  
Approved: December 17, 2019  
Published: December 18, 2019

Prepared by:  
Village Staff

Reviewed by:  
Kelly Cahill, Village Attorney  
Zukowski, Rogers, Flood & McArdle  
50 Virginia Street  
Crystal Lake, Illinois 60014





# Village of Algonquin

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

## AGENDA ITEM

<b><u>MEETING TYPE:</u></b>	Committee of the Whole
<b><u>MEETING DATE:</u></b>	July 8, 2025
<b><u>SUBMITTED BY:</u></b>	Patrick M. Knapp, AICP, Director Stephanie Barajas, Planner
<b><u>DEPARTMENT:</u></b>	Community Development Department
<b><u>SUBJECT:</u></b>	Consideration of a Request to Approve a Final Plat of Subdivision, Zoning Map Amendment to O-T Old Town District, Preliminary Planned Development, and Special Use Permit for Open-Air Dining

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### **ACTION REQUESTED:**

The Village of Algonquin, the “Petitioner”, submitted a Development Petition requesting approval of a Final Plat of Resubdivision titled “Crystal Creek Resubdivision”, a Preliminary PUD, a Zoning Map Amendment, and for the issuance of a Special Use Permit to allow open-air dining, the “Request,” for the property located north of Crystal Creek, south of West Algonquin Road (Illinois Route 62), east of South Main Street, and west of Harrison Street, referred to herein as the “Subject Property”.

### **PLANNING & ZONING COMMISSION REVIEW:**

The Planning and Zoning Commission reviewed the Request at their June 9, 2025, meeting.

During the public comment, one person commented on the Subject Property’s current condition, mentioning weeds and wet areas. Another person asked about parking requirements for the future developer.

After discussion, the Planning and Zoning Commission accepted (approved 6-0) staff’s findings as the findings of the Planning and Zoning Commission and recommended approval of the Request.

### **RECOMMENDATION:**

Staff recommends that the Committee of the Whole advance this matter to the Village Board for approval of a Final Plat of Resubdivision titled “Crystal Creek Resubdivision”, a Preliminary PUD, a Zoning Map Amendment, and for the issuance of a Special Use Permit to allow Open-Air Dining for the property located north of Crystal Creek, south of West Algonquin Road (Illinois Route 62), east of South Main Street, and west of Harrison Street, as outlined in the Planning & Zoning Staff Report for Case No. PZ-2025-05 dated June 6, 2025, subject to the following conditions and final approval of plans by staff:

- a. The Final Plat of Resubdivision titled “Crystal Creek Resubdivision”, as prepared by Christopher B. Burke Engineering, LTD., with the latest revision date of May 2, 2025;

- b. That site construction, utility installation, and grading shall not commence until a Final PUD Plan has been approved by the Village Board and complies with the standards of the Old Town District;
- c. All applicable building permits shall be issued a Certificate of Appropriateness in accordance with the Old Town District Preservation Code;
- d. Open-air dining areas shall be located within the property and shall not be limited to only the ground level.

**ATTACHMENTS:**

- Exhibit A. Planning & Zoning Staff Report for Case No. PZ-2025-05
- Exhibit B. Standards & Findings of Fact
- Exhibit C. DRAFT June 9, 2025, Planning & Zoning Commission Minutes
- Exhibit D. Final Plat & Survey
- Exhibit E. Chapter 21.6 Old Town District Zoning Code

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

**STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT**

**Patrick M. Knapp, AICP**  
**Director of Community Development**

**Stephanie Barajas**  
**Planner**



<b>CASE NUMBER:</b>	PZ-2025-05
<b>MEMO DATE:</b>	June 6, 2025
<b>PUBLIC HEARING DATE:</b>	June 9, 2025
<b>PROPERTY ADDRESS/LOCATION:</b>	North of Crystal Creek, South of West Algonquin Road (Illinois Route 62), East of South Main Street, and West of Harrison Street
<b>APPLICANT/PROPERTY OWNER:</b>	Village of Algonquin

**REQUEST SUMMARY**

The Village of Algonquin, the “Owner” and “Petitioner”, applied for approval of a Final Plat of Resubdivision titled “Crystal Creek Resubdivision”, a Preliminary PUD, a Zoning Map Amendment, and for the issuance of a Special Use Permit to allow open-air dining, the “Request”.

**STAFF RECOMMENDATION**

Staff recommends approval of the request, subject to the conditions and plans listed in the report, as the request conforms to the Village’s Comprehensive Plan, the 2013 Downtown Master Plan, and the Future Land Use Map.

Location



Zoning/Future Land Use



<b>Existing Zoning:</b>	B-2 Business, General Retail	<b>Existing Land Use:</b>	Vacant
<b>Proposed Zoning:</b>	O-T Old Town	<b>2013 Land Use Plan Designation:</b>	Retail/Old Town District
<b>Surrounding Zoning &amp; Land Use</b>	<b>North:</b>	O-T Old Town District – Mixed Use (Commercial & Multi-Family Residential) B-1 Business, Limited Retail – Gas Station	
	<b>East:</b>	B-2 Business, General Retail & B-1 Business, Limited Retail – Cornish Park	
	<b>South:</b>	B-1 Business, Limited Retail – Crystal Creek & Mixed Use	
	<b>West:</b>	B-2 Business, General Retail – Restaurant R-1 One-Family Dwelling – Old Village Hall	

**DISCUSSION OF STAFF RECOMMENDATION**

**Request and Use of the Subject Property**

The Village of Algonquin, the “Owner” and “Petitioner”, applied for approval of a Final Plat of Resubdivision, a Preliminary PUD, a Zoning Map Amendment from B-2 Business, General Retail Zoning District to O-T Old Town Zoning District, and for the issuance of a Special Use Permit to allow Open-Air Dining, the “Request”, for the property located north of Crystal Creek, south of West Algonquin Road (Illinois Route 62), east of South Main Street, and west of Harrison Street, referred to herein as the “Subject Property”. At this time, there is no specific redevelopment proposal for the property. The purpose of the Request is to prepare the Subject Property for future development by resubdividing the existing six parcels into two parcels and to proactively rezone the Subject Property to the O-T Zoning District and issue a Special Use Permit for Open-Air Dining.

**Background**

The Village of Algonquin acquired the parcels in the Subject Property to prepare the site for redevelopment. These purchases reflect recommendations outlined in the 2013 Downtown Algonquin Planning Study.

**Final Plat of Resubdivision**

The Subject Property consists of six (6) parcels (PINs 13-34-104-005, 19-34-104-005, 19-34-104-008, 19-34-104-011, 19-34-104-012, and 19-34-104-013) that are all under Village of Algonquin ownership. One parcel is a temporary village parking lot, while the other parcels are vacant. The Request includes the resubdivision of the six (6) parcels into two (2) lots and right-of-way dedication. Lot 1 will be slightly less than one (1) acre in size and will be developed in the future. Lot 2 will remain under Village ownership and serve as a buffer to the relocated Fox River Outlet, also known as Crystal Creek.

Table 1: Lot Breakdown

<b>Total Area of all Parcels:</b>	<b>1.259 acres</b>	<b>100%</b>
Lot 1 (Future Development):	0.950 acres	75.46%
Lot 2 (Village Property):	0.308 acres	24.46%
ROW Dedication:	0.008 acres	<.01%

\*May not add up to 100% due to rounding.

**Zoning Map Amendment**

The Subject Property will be rezoned from B-2 Business, General Retail Zoning District to O-T Old Town Zoning District. Chapter 21.6 (B) of the Zoning Code requires that all properties in Old Town that involve a redevelopment or planned development be rezoned to the O-T Zoning District. Note that the Subject Property is already located in the defined boundary of the Old Town District.

**Preliminary Planned Development (PUD)**

Future development on the site will need to adhere to the permitted uses in the O-T Zoning District. Any redevelopment on the Subject Property shall be approved as a Final Planned Development, which will require review by the Planning and Zoning Commission and Village Board approval.

**Special Use for Open-Air Dining**

The Village is proactively seeking approval of a Special Use Permit for Open-Air Dining for the future development. This request will enhance the property’s appeal, making it attractive to potential developers and restaurant users.

### Next Steps

This request will be discussed at the Committee of the Whole and will then go to the Village Board for preliminary approval of the PUD, and final approval of the Resubdivision, Zoning Map Amendment, and Special Use Permit. A Final PUD request will then need to be submitted for final approval and conform to the conditions approved by the Village Board.

### FINDINGS OF FACT

The Planning and Zoning Commission shall review the Standards & Findings of Fact outlined in Exhibit “A” and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission should use the Findings of Fact to guide their recommendation to the Village Board on the petitioner’s request.

### STAFF RECOMMENDATION

Staff recommends approval of a Final Plat of Resubdivision titled “Crystal Creek Resubdivision”, a Preliminary PUD, a Zoning Map Amendment, and for the issuance of a Special Use Permit to allow Open-Air Dining for the property located north of Crystal Creek, south of West Algonquin Road (Illinois Route 62), east of South Main Street, and west of Harrison Street, referred to herein as the “Subject Property”, consistent with the findings of fact outlined in Exhibit “A”, and subject to the plans and conditions listed below. Based on these findings, staff recommends that the Planning and Zoning Commission make a motion to adopt staff’s findings as the findings of the Planning and Zoning Commission and recommend **approval** of the following motion:

1. “To adopt Staff’s findings of fact as the findings of the Planning & Zoning Commission and to recommend approval of a Final Plat of Resubdivision titled “Crystal Creek Resubdivision”, a Preliminary PUD, a Zoning Map Amendment from B-2 Business, General Retail Zoning District to O-T Old Town Zoning District, and for the issuance of a Special Use Permit to allow Open-Air Dining for the property located north of Crystal Creek, south of West Algonquin Road (Illinois Route 62), east of South Main Street, and west of Harrison Street, as outlined in the staff report for Case PZ-2025-05 dated June 6, 2025, subject to the following conditions and final staff approval:
  - a. The Final Plat of Resubdivision titled “Crystal Creek Resubdivision”, as prepared by Christopher B. Burke Engineering, LTD., with the latest revision date of May 2, 2025;
  - b. That site construction, utility installation, and grading shall not commence until a Final PUD Plan has been approved by the Village Board and complies with the standards of the Old Town District;
  - c. All applicable building permits shall be issued a Certificate of Appropriateness in accordance with the Old Town District Preservation Code;
  - d. Open-air dining areas shall be located within the property and shall not be limited to only the ground level.

I concur:



Patrick M Knapp, AICP  
Director of Community Development

**Attachments:**

- Exhibit A. Standards & Findings of Fact
- Exhibit B. Final Plat & Survey
- Exhibit C. Chapter 21.6 Old Town District Zoning Code

**EXHIBIT A – STANDARDS & FINDINGS OF FACT**

**Planned Development Standards** – Section 21.11.E of the Algonquin Zoning Ordinance provides that a Planned Development shall conform to the following requirements:

1. The number of dwelling units erected shall not exceed the number permitted by the regulations of the district in which it is located, except in cluster developments where a density bonus may be granted as part of the planned development.
2. If a building is permitted to exceed the height limit of the district in which it is located, the yards and open spaces around such building shall be increased by an amount equal to the height that the building exceeds the height limit of the district measured in feet.
3. If more intensive uses are permitted than are allowed by the district regulations, there must be clear evidence that such uses are appropriate, provided the Planning and Zoning Commission finds:
  - a. That the use permitted by such exceptions is necessary or desirable and is appropriate with respect to the primary purpose of the development;
  - b. That the uses permitted by such exception are not of such a nature or so located as to exercise a detrimental influence on the development nor on the surrounding neighborhood;
  - c. That, in an industrial development, such additional uses allowed by exception shall conform to the performance standards of the district in which the development is located as set forth in Section 21.4 herein;
  - d. That the use exceptions allowed are on file in the Community Development Department;
4. The amount of off-street parking must be adequate to serve the needs of the projects. The Planning and Zoning Commission and Village Board may require more or less off-street parking than is otherwise required by this Chapter if it is determined the use(s) warrants the deviation.
5. If any open space or recreational facility is to be used solely by the residents of the project, adequate provisions shall be made for assessments against the property within the project so that such facilities can be properly improved, maintained, and operated.
6. All residential planned developments that involve annexation shall include clearly identifiable community-wide benefit improvements to the Village. Benefits may include the following, but shall not be limited to those listed: expansion of Village infrastructure that can serve other parts of the community; creation of a community park; dedication of right-of-way or construction of a collector road; and component of a larger mixed-use development that includes commercial uses. The larger the residential unit count, the larger the community-wide benefit improvements.
7. All commercial planned developments that include lots fronting on any major collector or arterial roadway shall provide landscaped open space between each building and parking lot. Said landscaped area shall include combinations of trees, shrubs, and seasonal plantings that shall be planted on top of earthen berms. The appropriate land area, height of the berm, and exact plant material specifications shall be reviewed and approved by the Village Board as part of the final planned development review process.

**Staff Response:**

The future redevelopment of the Subject Property will bring more people to Downtown Algonquin, will dramatically enhance the downtown, and will adhere to the Village's Comprehensive Plan, Future Land Use Plan, the 2013 Downtown Master Plan, and the Old Town District use and design regulations. The request will not negatively impact the health, safety, and general welfare of persons working or residing in the area.

**Zoning Map Amendment Standards** – Without specific standards in the Village’s Zoning Code, the standard in Illinois is to rely on the “LaSalle Factors” and also factors from the Sinclair Pipeline Company vs. Village of Richton Park.

1. Will the rezoning of the Subject Property negatively impact the existing uses or zoning of nearby property? The amendment, if granted, will not alter the essential character of the neighborhood and will not be a substantial detriment to adjacent property.
2. To what extent do the current zoning restrictions diminish the property value of the Subject Property and nearby property? The property cannot yield a reasonable return if permitted to be used only under the conditions allowed under the existing zoning classification.
3. To what extent does the rezoning promote the health, safety, morals, and general welfare of the public. The amendment promotes the public health, safety, comfort, convenience and general welfare.
4. What is the suitability of the Subject Property for the zoned purposes? The requested zoning classification permits uses which are more suitable than the uses permitted under the existing zoning classification.
5. What is the relative gain to the public as compared to the hardship imposed upon the individual property owner? The subject property has not been utilized under the existing zoning classification for a substantial period of time.
6. Does the proposed development on the Subject Property comply with the policies and official land use plan and other official plans of the Village? The amendment complies with the policies and official land use plan and other official plans of the Village.

**Petitioner Response:**

The Village Code requires that any redevelopment project in the Old Town District be rezoned to O-T Old Town District Zoning Code. The Zoning Map Amendment of this property adheres to the Village’s Comprehensive Plan, the 2013 Downtown Master Plan, and the Future Land Use Plan. Future development shall not negatively impact the health, safety, and general welfare of persons working or residing in the area.

**Special Use Standards** – Section 21.12.E.3 of the Algonquin Zoning Ordinance provides that a Special Use shall conform to the following standards:

1. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
2. That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity;
3. That the proposed use will comply with the regulations and conditions specified in this Chapter

**Staff Response:**

Open-air dining contributes to the guest experience and improves the character and prosperity of a business, and thus the general welfare of the entire downtown. The future open-air dining area(s) will not be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity. In addition to the Final PUD approval process, the outdoor dining area will also be reviewed through a permit review process and shall conform to all Village Codes.



# Village of Algonquin

COMMUNITY DEVELOPMENT DEPARTMENT

(847) 658-2700 | [permits@algonquin.org](mailto:permits@algonquin.org) | [www.algonquin.org](http://www.algonquin.org)  
2200 Harnish Drive, Algonquin, IL

## PLANNING AND ZONING COMMISSION MINUTES

JUNE 9, 2025

### Roll Call - Establish Quorum

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

Director Patrick Knapp called the roll to check attendance.

Six of the seven commissioners were present and could hear and be heard:

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

Member absent: Commissioner Sturznickel

Staff Present: Director Patrick Knapp, Planner Stephanie Barajas, and Attorney Matthew Walters

### Public Comment

Chair Patrician asked for public comments. There was no public comment.

### Approval of Minutes

Chair Patrician asked for approval of the April 14, 2025, Planning and Zoning Commission minutes. A motion was made by Commissioner Rasek and seconded by Commissioner Neuhalfen to approve the minutes. The motion was approved with a 6-0 vote.

**Case Number PZ-2025-05 – Consideration of a Request to Approve a Final Plat of Subdivision, Zoning Map Amendment to O-T Old Town District, Preliminary Planned Development, and Special Use Permit for Open-Air Dining**

Director Knapp confirmed that the Public Notice requirement was fulfilled.

Planner Barajas gave a digital presentation to the Planning & Zoning Commission and requested a positive recommendation with the conditions outlined in the Staff Report.

Commissioner Bumbales asked for clarification on the orientation of the Subject Property and the purpose of the right-of-way (ROW) dedication. Planner Barajas clarified the orientation of the Subject Property. Director Knapp responded that there is already a public sidewalk where the ROW dedication will be. He added that Lot 2 includes a portion of the creek.

Commissioner Szpekowski asked if the Village has a preferred use for the property. Director Knapp explained that the intent of the rezoning request and proposed conditions is to require any future development to meet the O-T District regulations and be consistent with the Downtown Master Plan. He added that proposals will also be reviewed for consistency with the historic character of the Downtown. Commissioner Szpekowski asked whether a small-business incubator could be developed at this location, noting the success of similar incubators in nearby communities. Director Knapp explained that Chambers of Commerce or other organizations typically establish incubators, since they require significant investments, and that no developer has inquired about the use.

Chair Patrician asked for clarification on the purpose of Lot 2. Director Knapp responded that much of Lot 2 slopes down to the creek, has been naturalized by the Village, and is in a floodplain. Chair Patrician also asked why Lot 1 is not being subdivided into multiple lots. Director Knapp explained that it could be subdivided in the future, but that it is easier for a developer to work with a clean slate. Chair Patrician then asked about permitted uses in the O-T District. Director Knapp responded that permitted uses include restaurants and commercial uses, and that residential uses are permitted above the ground floor.

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

Mark Bidinger, 1135 St. Andrews Court, stated that he is an Algonquin resident and a Downtown Algonquin business owner, and is concerned with weeds and wet conditions on Lot 1.

Director Knapp explained that the 100-year floodplain runs through a portion of Lot 1 and the future developer will be required to address this issue. Chair Patrician asked whether the previous building on the Subject Property was located within the floodplain, and Director Knapp confirmed that a portion of the building was.

David Conklin, 531 Clover Drive, stated that he is an Algonquin resident and a potential future business owner in Downtown Algonquin. He asked about the parking requirements for the future development.

Director Knapp responded that proposed uses, whether commercial or residential, and their parking requirements will be evaluated as part of a Planned Development proposal, and that the O-T District allows for a reduction in required parking. He added that much of the downtown was constructed prior to the adoption of the current parking requirements.

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

Chair Patrician commented that residents often express concerns with the impact of outdoor dining areas and asked if the request will approve future outdoor dining areas. Director Knapp responded that the areas will still need to receive building permit approval and meet all Village Codes, including noise and lighting requirements. Planner Barajas added that the future development will require Final Planned Development approval, which will also require the review of the outdoor dining area.

Chair Patrician asked for a motion. A motion was made by Commissioner Bumbales and seconded by Commissioner Laipert to adopt Staff's findings of fact as the findings of the Planning & Zoning Commission and to recommend approval of a Final Plat of Resubdivision titled "Crystal Creek Resubdivision", a Preliminary PUD, a Zoning Map Amendment from B-2 Business, General Retail Zoning District to O-T Old Town Zoning District, and for the issuance of a Special Use Permit to allow Open-Air Dining for the property located north of Crystal Creek, south of West Algonquin Road (Illinois Route 62), east of South Main Street, and west of Harrison Street, subject to the conditions as outlined in the staff report for case PZ-2025-05 dated June 6, 2025. The motion carried with a 6-0 vote.

## **New/Old Business**

## **Community Development Report**

Director Patrick Knapp 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 was made by Commissioner Szpekowski and seconded by Commissioner Laipert. The motion carried on a 6-0 vote. The meeting was adjourned at 7:27 P.M.

Minutes signed by:

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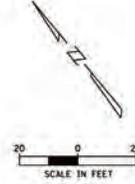
Stephanie Barajas, Planner

# CRYSTAL CREEK RESUBDIVISION

OF  
 LOTS 1, 2, 3, 4 IN BLOCK 1 IN THE VILLAGE OF ALGONQUIN, A RESUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 27, AND PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 19, 1948 IN BOOK 9 OF DEEDS, PAGE 294, IN SHERMAN COUNTY, ILLINOIS.

## ALGONQUIN ROAD (IL ROUTE 82)

BY RIGHT-OF-WAY AS DESIGNATED



SCALE IN FEET  
 PIN NO.  
 19-34-104-005  
 19-34-104-007  
 19-34-104-008  
 19-34-104-011  
 19-34-104-012  
 19-34-104-013

- LEGEND**
- 5/8" (1000) B.S.
  - 1/2" (20') SET
  - 1/4" (5') SET
  - 1/8" (2.5') SET
  - 1/16" (0.625') SET
  - 1/32" (0.3125') SET
  - 1/64" (0.15625') SET
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# CRYSTAL CREEK RESUBDIVISION

OF  
 LOTS 1, 2, 3, 4 IN BLOCK 1 IN THE VILLAGE OF ALGONQUIN, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 27, AND PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 2018 IN BOOK 5 OF DEEDS, PAGE 204 IN JOHNSON COUNTY, ILLINOIS.

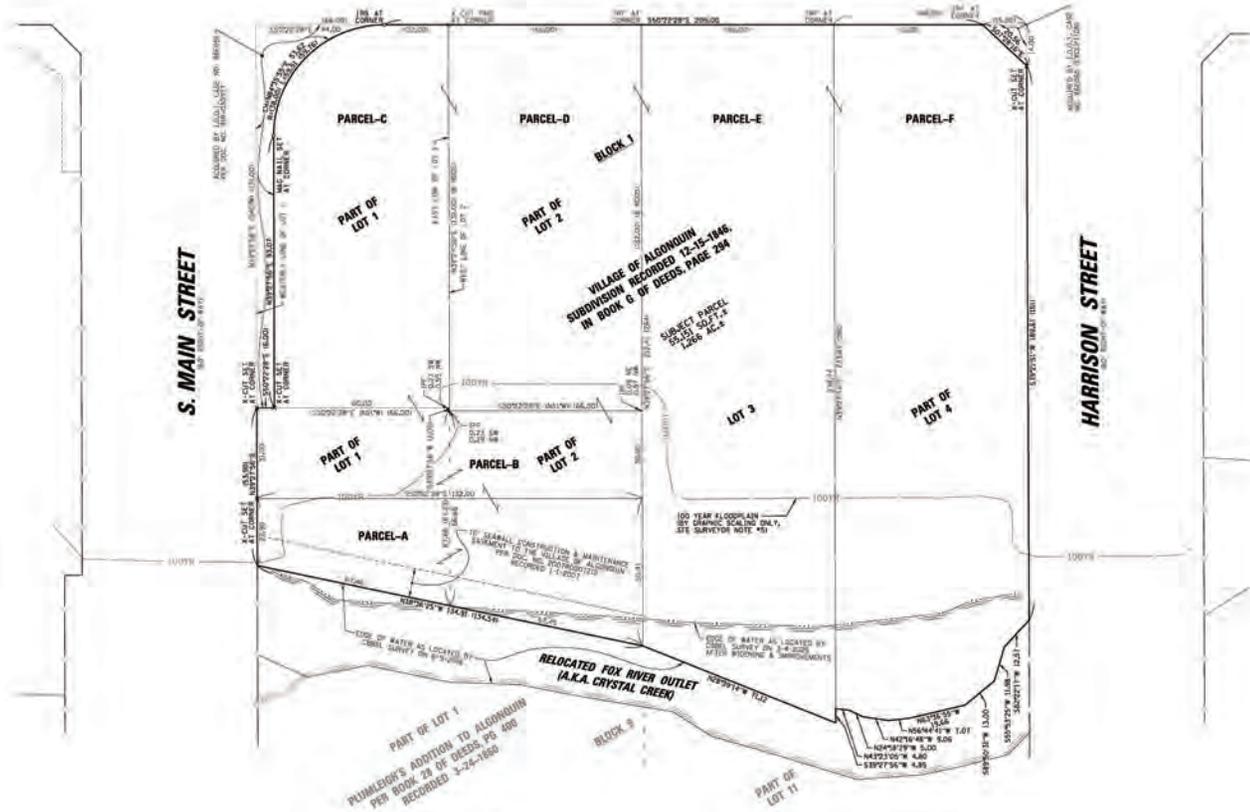
## ALGONQUIN ROAD (IL. ROUTE 62)

SEE RECORD OF MAPS AS APPLICABLE



SCALE IN FEET  
 PIN NO.  
 19-34-104-005  
 19-34-104-007  
 19-34-104-008  
 19-34-104-011  
 19-34-104-012  
 19-34-104-013

- LEGEND**
- 5/8" IRON NAIL
  - 1/2" SET
  - 1/8" IRON PIVOT POINT
  - IRON ROD (2" DIA - 10')
  - 4" X 4" PILING
  - MEASURED
  - ADJUSTED
  - 1/4" DIA. LINE
  - 1/2" DIA. LINE
  - PROPERTY LINE
  - ABANDONED/EXTENSION LINE
  - EXISTENT LINE
  - 100 YEAR E. EVIDENCE
  - APPROXIMATE EDGE OF RAIP



- GENERAL NOTES:**
- ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
  - ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS SHOWN ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISION AND SUCH EASEMENTS REFER TO THE DEED TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER REGULATIONS.
  - COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
  - NO DIMENSIONS SHALL BE DEVIATED FROM SCALE MEASUREMENT.
  - CONTRACTOR/DEVELOPER SHALL NOTIFY J.B.B. L.L.C. AT 1-800-858-0788 AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.
- SURVEYOR NOTES:**
- BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANS COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM 83 (NAD 83) (EASTING 106124).
  - THIS PLAT IS BASED IN PART ON THE FOLLOWING TITLE COMMITMENT REPORTS:  
 - FIDELITY NATIONAL TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF JUNE 27, 2014 (EFFECTIVE DATE OF LATER DATE OCTOBER 18, 2014 AS ORDER NO. 14077930C)  
 - COMMERCE BANK TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF OCTOBER 4, 2014 AS ORDER NO. 14077930C  
 - FIRST AMERICAN TITLE INSURANCE COMPANY WITH A REFERENCE EFFECTIVE DATE OF AUGUST 4, 2014 AS ORDER NO. 2546226  
 - FIRST COMMERICAL LAND TITLE INSURANCE COMPANY WITH AN ISSUE DATE OF JUNE 17, 2014 AS ORDER NO. 14425218  
 - FIDELITY NATIONAL TITLE INSURANCE COMPANY WITH AN ISSUE DATE OF OCTOBER 11, 2014 AS ORDER NO. 081-20198-1267.0
  - PROPERTY IS SUBJECT TO: RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS, AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.
  - THIS SURVEY IS BASED ON FIELD WORK PERFORMED ON 03-04-2025.
  - 100 YEAR FLOODPLAIN IS BY GRAPHIC SCALE ONLY AS MEASURED BY ALGONQUIN 2021 STANDARDS. CONSULTATIVE REVIEW OF THE REFERENCED FLOOD INSURANCE RATE MAP AND IT'S SUPPORTING DATA BY INDICATE OTHERWISE.

**CB** CHRISTOPHER B. BURKE ENGINEERING, L.T.D.  
 9575 West Higgins Road, Suite 600  
 Rosemont, Illinois 60018  
 (847) 823-0500

**PLAT OF RESUBDIVISION**  
 IN  
 VILLAGE OF ALGONQUIN, ILLINOIS  
 PREPARED FOR  
 VILLAGE OF ALGONQUIN

DRAWN	KJP	PROJECT NO.	750087
CHKD.	JRM	SHEET	2 OF 2
SCALE	1"=20'	DRAWING NO.	RESUB250082A2
DATE	05-02-2025		

V:\ALGONQUIN\2025\05\02\RESUB250082A2.DWG

**Section 21.6**  
**OLD TOWN DISTRICT (O-T DISTRICT)**

- A. PURPOSE.** The purpose and intent of this Section is to protect and enhance downtown Algonquin by permitting a variety of commercial, office, residential, and institutional uses in order to create a center of business, civic, and cultural activity consistent with the goals and objectives of the Downtown Algonquin Planning Study 2013. Furthermore, it is the intent of this O-T-Old Town District (O-T District) to:
1. Encourage the retention of a Village atmosphere by preserving and enhancing existing buildings and open spaces to the greatest extent possible.
  2. Promote development that minimizes land disturbance and incorporates compact, efficient design.
  3. Encourage the retention of existing buildings by permitting a variety of commercial, office, and residential uses that are compatible with the existing structural types, lot sizes, and other physical and visual characteristics of the O-T District.
  4. Discourage development of strip-type, highway-oriented commercial uses that require incongruous architectural styles, excessive paved areas, and numerous curb cuts.
  5. Encourage the retention of the O-T District atmosphere by preserving existing buildings to the greatest extent possible. Allow the redevelopment of functionally obsolete and dilapidated buildings into new commercial developments that are designed in compliance with the Downtown Algonquin Planning Study 2013.
  6. Encourage consolidation of driveways, parking, and curb cuts to provide more efficient and economical access and parking.
  7. Minimize visual and functional conflicts between residential and nonresidential uses within and abutting the O-T District.
  8. Discourage commercial developments that attract large volumes of vehicle traffic and continuous customer turnover.
  9. Encourage the formation and continuance of business and professional offices intermingled harmoniously with residences and certain other commercial areas.
  10. Permit uses that allow conversion of existing buildings in a manner that maintains the visual character and architectural scale of existing development within the O-T District.
  11. Encourage a coordinated pedestrian path system to provide efficient, pleasant, and convenient pedestrian access from parking areas to and among the various permitted uses.

- B. APPLICABILITY.** All properties in the Old Town, as defined herein, that involve a redevelopment or involve a petition for a planned development, shall be rezoned to O-T District. Residential properties in the O-T District that are not rezoned to O-T District and that have an underlying residential zoning district shall be governed by those underlying district regulations, except for those provisions contained in Section 21.6. L herein.
- C. PERMITTED USES.** Permitted uses in the O-T District shall include the following:
1. **Professional Offices.** Offices for lawyers, engineers, architects, accountants, e-commerce, government, and other similar professional businesses.
  2. **Retail Specialty Shops.** Sale of gifts, antiques, flowers and plants, books, art galleries, jewelry, pharmaceuticals, housewares, hardware, sporting goods, wearing apparel, tobacco and related supplies, or craft shops making articles exclusively for sale for retail on the premises; and the retail sale and repair of jewelry, clocks, optical goods, cameras, and their accessories.
  3. **Eateries.** Restaurants without drive-through facilities, bakeries, confectioneries, coffee houses, cafes, bars, taverns, pubs, and delicatessens.
  4. **Personal service shops.** Barbershops and/or hairdressers, shoe repair, tailor, and similar services.
  5. **Studios.** Studios for dance, music, photography, art, and similar uses, including fitness centers.
  6. **Residential.** Dwelling units above the ground floor as secondary uses to primary commercial and office uses.
  7. **Churches.** See Section 21.12, Special Uses herein for specific criteria.
  8. **Brewery, Winery, Distillery.** Open to the public with a retail component.
- D. PROHIBITED USES.** In support of the general intent of this Section, the following uses, except for legal non-conforming uses, shall be prohibited:
1. Automobile or other vehicle sales, service, and/or repair businesses.
  2. Gasoline service/filling stations.
  3. Drive-through facilities.
  4. Car washes.
  5. Building supplies and bulk storage.
  6. Rental storage facilities including mini-warehouse facilities.
  7. Uses requiring outdoor sales and storage areas.

8. Palmists, tattoo parlors, piercing studios, and any adult business activities as defined in Section 21.3 herein.
9. Uses of a similar nature to the uses listed within Section 21.6-D.

**E. SETBACK REQUIREMENTS.** See Section 21.5, Bulk Chart, herein.

**F. EMERGENCY ACCESS AND MAINTENANCE EASEMENT.** For all buildings constructed at or less than 10 feet from the side yard property line, an emergency access and maintenance easement, approved by the Village Attorney, shall be provided across the entire width of the side yard.

**G. ZERO-LOT LINE DEVELOPMENT.** In order to promote design efficiency and flexibility, development may be permitted to abut property lines in compliance with the following:

1. A building may be located along one, two, or three abutting lot lines, may share a party wall with one or two buildings, or it may be an independent, detached structure along one, two, or three abutting lot lines.
2. For an independent, detached structure to be permitted to be built along a property line, the property owners of both lots shall be required to enter into binding legal arrangements, approved by the Village Attorney, that include:
  - a. An easement to permit maintenance of the wall from the abutting lot; and
  - b. An agreement permitting construction of a future building attached to the abutting wall.

**H. ACCESSORY USE SETBACKS.** No accessory use shall be permitted within the front or side yards except for patio or sidewalk dining areas. The setback for accessory uses for the rear property line shall be 5 feet.

**I. MAXIMUM BUILDING HEIGHT.** No building shall exceed 3½ stories or 40 feet in height, unless the Village Board grants a variance as part of an approved planned development.

**J. HISTORIC SETBACKS.** The restoration or replacement of historic home features may be erected at setbacks less than required by this Section if historic photographs, building plans, or plats can, in the opinion of the Building Commissioner, prove that the original setbacks were less than what is now required by law. More restrictive regulations contained in Chapter 23, Building Codes, of this Code shall supersede any regulations contained in this Section.

**K. PARKING REGULATIONS.**

1. **Parking Setbacks.** Parking spaces, areas and driveways serving the spaces shall be set back a minimum of -5 feet from rear and side property lines unless common parking is shared with one or more abutting lots, in which case parking

may abut or cross the property lines shared by the common users. Shared parking will be permitted if:

- a. Access easements and maintenance agreements or other suitable legal mechanisms are provided and in a form acceptable to the Village; and
- b. Liability safeguards for all property owners and lessees served by the common parking area are provided and approved by the Village.

2. **Parking Lot Design Standards.**

- a. All parking spaces shall be set back a minimum of -5 feet from all buildings.
- b. All required parking shall be paved and designed consistent with Chapter 26, Site Plan and Development Review Requirements, of this Code.
- c. No parking shall be allowed in the front yard.
- d. Parking shall only be allowed in the side yard if the physical character of the property, including dimensions or topography, or by other extraordinary situation or condition of such property precludes the parking area from being located in the rear yard.

3. **Parking Capacity Regulations.** The minimum number of off-street parking spaces required shall be determined by application of the standards outlined below or in Chapter 26, Site Plan and Development Review Requirements, of this Code. In no case shall less than three off-street parking spaces be provided for each individual nonresidential use. The number of uses in a building shall equal the number of leasable units in the building, including owner-occupied units. Parking shall be provided for each use in a mixed-use development. Minimum parking for a residential dwelling shall be two spaces per dwelling unit, unless a credit is given for nearby on-street or public parking lots.

4. **Parking Held In Reserve.** If the number of parking spaces required is substantially larger than the number anticipated by the applicant, the parking-held-in-reserve concept may be utilized to avoid unnecessary paving, in accordance with the following criteria:

- a. The total number of spaces, which must be provided initially, may be reduced by up to 50 percent as determined by the Community Development Department.
- b. Suitable area must be available and reserved for construction of the balance of the total number of spaces otherwise required. In addition, a re-evaluation of parking capacity shall be required upon a change in status (use, building addition or number of employees). Following the re-evaluation, the property owner may be required to install the additional parking spaces.

5. **Cash In Lieu of Parking Spaces.** If there is no room to accommodate the additional parking on site, then the developer may buy parking credits. The developer must pay the Village \$5,000 per parking space that cannot be provided on the subject property. The cash will be kept in an escrow account by the Village for the future improvement of public parking spaces in the O-T District. To qualify for the reserve parking concept, or the cash in lieu of parking option, the applicant shall provide evidence supporting reduced parking needs to the Community Development Department.
6. **Loading Zones.** Loading and unloading areas that do not conflict with pedestrian or vehicular movement shall be provided.
7. **Other Criteria.** Chapter 26, Site Plan and Development Review Requirements, of this Code, shall govern all other parking lot criteria not specifically outlined in this Section.

**L. BUILDING DESIGN, PURPOSE.** These design guidelines address the improvement of existing buildings as well as new construction, and are focused on promoting high quality and compatible building developments that will complement and enhance the existing scale and character of the O-T District. The purposes of the design guidelines below are to:

1. **Improve Buildings.** Improve the image and appearance of individual buildings.
2. **Preserve Historic Interest.** Preserve and retain buildings with architectural and historic interest.
3. **Promote Compatibility.** Promote more design compatibility among buildings and groups of buildings.
4. **Preserve District Image.** Ensure that new structures enhance the traditional image and identity of the Old Town District.
5. **Building Height.** Rehabilitation and new construction shall respect the existing scale of Downtown and avoid extreme differences in building height; two-story buildings shall predominate. Somewhat taller buildings may be appropriate adjacent to major intersections or at other selected locations, provided they are in character with the surrounding area. New one-story buildings are considered too small to maintain the urban character and street wall and shall be discouraged along Main Street.
6. **Building Bulk and Proportion.** Most older commercial buildings within the Downtown have relatively small footprints and are located on lots with narrow widths. New construction shall respect the existing scale and proportion of existing buildings. Architectural details on new buildings shall be used to help maintain the traditional scale and proportion of Downtown. These details include the size of windows, the location of doorways, and the design and placement of columns, pilasters, moldings, and other decorative features. Columns, pilasters, window placement, and other architectural features shall be used to subdivide the facades of new buildings into several smaller vertical segments to reflect the scale

and proportion of adjacent properties. Multiple storefronts that are part of the same building shall have complementary facade designs, particularly with respect to color, cornice line, and decorative materials.

7. **Building Placement and Orientation.** A portion of the Main Street shopping area is characterized by continuous rows of commercial buildings constructed at the sidewalk's edge. This development pattern creates a strong and distinctive street wall effect that creates visual interest, enhances the pedestrian environment, and establishes a human scale within the district. Setbacks throughout the Downtown shall be held to a minimum. In blocks where a street wall is already in place, new construction shall be positioned at or very near the sidewalk line. New construction shall also occupy the entire width of the lot. If buildings within certain blocks are set back from the sidewalk, setbacks shall be consistent throughout that block. Buildings shall front the street; the placement of buildings at odd or irregular angles to the street shall be avoided. While main entrances shall be at the front of the building and shall face the sidewalk, corner buildings should take advantage of their prominent locations with recessed or angled corner entrances. Any breaks in the street wall shall be used for open space, plazas, public art or pedestrian ways. Where building setbacks and parking exist along primary shopping streets, the street wall shall be maintained through the use of landscaping, pedestrian amenities, and decorative walls or fencing.
8. **Architectural Style.** Downtown Algonquin has been developed over a period of many years and its buildings reflect a variety of architectural styles. While overall design compatibility shall be promoted, architectural diversity shall be encouraged and enhanced. New buildings need not be historic replicas, but shall offer high-quality and compatible interpretations of the predominant styles now present within the Downtown. Building improvements and additions shall reinforce and enhance the original architectural characteristics of a building rather than apply new or different stylistic treatments. The distinguishing features of Downtown's older buildings shall be retained and restored as required, particularly decorative cornices, columns, reliefs, and other significant facade detailing. Where original features have been covered up, buildings shall be closely examined and old photographs reviewed (if they are available) prior to undertaking significant improvements. Developers are encouraged to review the Algonquin Historic Commission archives illustrating specific properties and buildings.
9. **Building Materials.** The building materials most common within Downtown are earth-toned brick and stone in the red and buff color ranges. Ceramic tile and terra-cotta are also used as ornamentation around doors, windows and cornices. New buildings shall be constructed of traditional building materials such as brick or stone. Whenever possible, original building materials shall be maintained and restored. New materials, including the color, size and finish of brick and stone, shall be compatible with older existing materials; new mortars shall also be compatible in color and texture. The use of EIFS and similar exterior surface materials shall be discouraged; in particular, these materials shall not be used to conceal or cover up important existing features of a building's façade. Aluminum siding, exposed concrete block and plastic panels shall not be used.

10. **Doors and Entrances.** The front doors of new buildings shall reflect the doorway placements and proportions of existing buildings along the same block. New doors shall be compatible with the architectural style and character of the façade. Entrances shall be clearly identified and emphasized with address numbers and attractive doorway detailing. Recessed entrances are encouraged.
11. **Windows.** The size and placement of windows on new buildings shall reflect the window types, sizes, proportions, and patterns on nearby existing buildings. Ground floor display windows are encouraged. Blank walls shall be avoided, particularly next to pedestrian walkways. Where existing windows are important architectural features in a building's facade, window size and configuration shall be maintained. Window glazing shall be clear or slightly tinted, not dark or reflective.
12. **Rear Yards and Facades.** Rear entrances to stores are strongly encouraged, particularly in blocks where public parking or pedestrian walkways are located behind the buildings. Rear entrances to stores and shops shall be attractive, safe, and inviting and shall be characterized by design treatments that are comparable to front entrances.
13. **Rooflines and Parapets.** New buildings shall reflect and complement the established rooflines and cornice treatments of adjacent buildings. The original roofline and cornice treatment of existing buildings shall be maintained and restored. Roof parapets shall be encouraged to create an interesting building profile when combined with neighboring buildings; parapets shall extend above the roof to hide vents, coolers and other rooftop mechanical equipment. Sloped mansard, shake or shingle roofs shall not be allowed for new commercial buildings unless approved by the Village Board as part of a planned development.
14. **Painting and Color.** The selection of colors on individual buildings shall complement the predominant hues of adjoining buildings. Color shall be used to unite the elements of a facade and to highlight important features like historic detailing, interesting design motifs, and special cornice treatment. The predominant color for most buildings shall be relatively subtle; the natural brick and stone colors of red, buff, cream, and gray shall predominate. Darker or brighter hues shall be used for accent or to draw attention to details such as doorways; very dark and very bright colors shall be avoided unless there is a clear historic precedent. Ceramic tile, terra-cotta, brick, stone, and glass surfaces shall not be painted.
15. **Awnings and Canopies.** Awnings and canopies shall be in character with the architectural style of the building. Awnings and canopies shall be positioned at least 8 feet above the sidewalk. Awnings shall fit within the frame of the storefront; they shall not hide the building's facade, distort its proportions, nor cover architectural features. Where several storefronts were developed as a single building, they shall have awnings of the same style and similar color. Adjacent buildings developed at different times shall have awnings of a compatible style and color scheme. Awnings shall be made of a canvas or durable fabric material that can be easily cleaned. Metal and barrel type awnings shall not be used.

Awning frames shall be an accessory to the building facade and not a permanent fixture. Shingle and mansard canopies shall not be permitted.

16. **Lighting.** Front and rear entries shall be adequately but not overly illuminated. Most exterior lighting sources shall be concealed; where concealment is not practical, light fixtures shall be compatible with storefront design. Warm LED lighting creates a warm atmosphere and shall be encouraged for store identification and accent lighting. Exterior spotlighting may be used to illuminate prominent buildings and/or building details.
17. **Signs.** All signs erected shall be consistent with Chapter 29, Sign Code, of this Code.



**VILLAGE OF ALGONQUIN**  
MEMORANDUM

DATE: June 23, 2025

TO: Tim Schloneger, Village Manager

FROM: Todd A. Walker, Assistant Village Manager/Human Resources Director

SUBJECT: Recommendation to Amend the Merit Compensation Plan

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In accordance with Section 2.3.2 of the Village Policy Manual, staff provides the Village Board with recommendations for the upcoming fiscal year Merit Compensation Plan on an annual basis, typically in early spring.

However, from time to time, it becomes necessary to make mid-year adjustments to the plan to accommodate new positions that align with the best interests of the Village. With the retirement of the Parks and Forestry Supervisor, staff is looking to consolidate the ecologist and supervisor positions. The new position would oversee all ecological activity in the Village, and the Parks and Forestry Division would become the Division of Parks and Ecology, as forestry is a subcategory of ecology.

This change will bring all open space maintenance under the role of the Chief Ecologist/Horticulturalist, and would encompass all work previously assigned to the former supervisor, in addition to all ecology work. This progressive approach not only creates a savings in annual salary costs, but allows for a more efficient utilization of the entire division. Currently, two Parks and Forestry staff are assigned to support ecology efforts, whereas now additional staff members can be cross-trained to help manage the workload. It is important to note that there will be no change to the services provided by the Parks and Ecology Division, as they will still be primarily tasked with maintaining the parks and urban forest.

Therefore, I am recommending the following changes:

1. Create a new position titled Chief Ecologist/Horticulturalist at Grade 12.
2. Remove the position titled Ecologist/Horticulturalist at Grade 11.

For your consideration, I have attached the following supporting documents:

- The job description for the proposed position.
- A draft version of the merit plan, with the proposed change red-lined.
- A clean version of the revised merit plan.

Please feel free to contact me with any questions. I respectfully request the Board's consideration and approval of this amendment to the Merit Compensation Plan.



# Village of Algonquin

The Gem of the Fox River Valley

## Fiscal Year 2025-2026 MERIT COMPENSATION PLAN

GRADE	JOB CLASSIFICATION	MONTHLY COMPENSATION		
		MINIMUM	CONTROL	MAXIMUM
1	Office Clerk I - Receptionist I - Custodian	\$4,148.05	\$4,898.86	\$5,649.67
2	Receptionist II - Account Clerk	\$4,397.53	\$5,186.50	\$5,975.47
3	Account Clerk I - Permit Clerk	\$4,678.54	\$5,509.64	\$6,340.75
4	Account Clerk II - Social Worker Advocate	\$4,972.49	\$5,847.76	\$6,723.04
5	Administrative Specialist I - Account Clerk III	\$5,247.06	\$6,163.45	\$7,079.83
6	Property Maintenance Inspector - Administrative Specialist II - Utility Billing Coordinator - Accounts Payable Specialist	\$5,552.10	\$6,513.52	\$7,474.95
7	Administrative Assistant - Recreation Manager - Engineer Technician	\$5,876.00	\$6,886.30	\$7,896.60
8	Planner - Management Analyst - Human Resources Generalist - Innovation Analyst - Executive Assistant/Deputy Clerk - Laboratory Technician - Engineer I	\$6,308.22	\$7,383.93	\$8,459.63
9	Building Inspector - Accountant - Asst. Innovation Coordinator - Innovation and Technology Officer I	\$6,837.07	\$8,123.23	\$9,409.38
10	Plumbing Inspector - Electrical Inspector - Senior Accountant Innovation Coordinator	\$7,353.33	\$8,586.34	\$9,819.35
11	Asst. to the Village Manager - Asst. Bldg. Commissioner - PW Supervisor - Recreation Superintendent - Senior Planner - Accounting Manager - Assistant Innovation Officer - <del>Ecologist/Horticulturalist</del> - Engineer II	\$8,197.41	\$9,517.12	\$10,836.82
12	Chief Utility Operator - <u>Chief Ecologist/Horticulturalist</u>	\$8,756.64	\$10,290.98	\$11,825.31
13	PW Superintendent - Police Sergeant - Recreation Director - Community Development Deputy Director	\$9,428.61	\$11,189.69	\$12,950.76
14	Assistant PW Director - Building Commissioner - Deputy Chief Financial Officer	\$9,974.15	\$11,682.62	\$13,391.10
15	Human Resources Director - Deputy Police Chief	\$10,693.45	\$12,587.05	\$14,480.65
16	Chief Innovation Officer - Assistant Village Manager - Community Development Director - Village Engineer	\$11,492.46	\$13,405.05	\$15,317.63
17	Deputy Village Manager/Chief Financial Officer - Police Chief - Public Works Director	\$12,257.31	\$14,577.12	\$16,896.93



# Village of Algonquin

The Gem of the Fox River Valley

## *Fiscal Year 2025-2026* **MERIT COMPENSATION PLAN**

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12	Chief Utility Operator - Chief Ecologist/Horticulturalist	\$8,756.64	\$10,290.98	\$11,825.31
13	PW Superintendent - Police Sergeant - Recreation Director - Community Development Deputy Director	\$9,428.61	\$11,189.69	\$12,950.76
14	Assistant PW Director - Building Commissioner - Deputy Chief Financial Officer	\$9,974.15	\$11,682.62	\$13,391.10
15	Human Resources Director - Deputy Police Chief	\$10,693.45	\$12,587.05	\$14,480.65
16	Chief Innovation Officer - Assistant Village Manager - Community Development Director - Village Engineer	\$11,492.46	\$13,405.05	\$15,317.63
17	Deputy Village Manager/Chief Financial Officer - Police Chief - Public Works Director	\$12,257.31	\$14,577.12	\$16,896.93

<p style="text-align: center;"><b>Village of Algonquin Position Description</b></p> 	<b>Position Title</b>	<b>Chief Ecologist/Horticulturalist</b>		
	<b>Department</b>	Public Works	<b>Division</b>	Parks & Ecology
			<b>Union</b>	Non-Union
	<b>Reports to</b>	General Services Superintendent and Public Works Director, and/or designees	<b>Positions Supervised</b>	All Department Divisions and assigned subordinate temporary employees and interns, as required.
	<b>FLSA Status</b>	Exempt	<b>Salary Grade</b>	12

*Updated: June 23, 2025*

**GENERAL PURPOSE**

Under the general direction of the General Services Superintendent, Public Works Director, or their designees, the Chief Ecologist/Horticulturalist is responsible for the planning, design, implementation, and maintenance of the Village’s formal landscapes, natural areas, urban forest, aquatic zones, and park system. This position supervises all related field operations and oversees staff and contractors to ensure ecological sustainability, visual quality, and compliance with Village standards and applicable regulations.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Manages, issues, and supervises assigned operations to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed. Determines work procedures, prepares daily and long-term work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.
- Determines, calculates and secures the appropriate materials and supplies for daily operations and projects. Provides necessary supervision, direction, and assistance to crews at work sites; enforces policies, regulations, and safety and health standards. Maintains harmony among workers and resolves conflicts; oversees, performs, or assists subordinates in performing all duties.
- Provides leadership and direction in the implementation of short- and long-range plans; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates department activities with other departments and agencies as needed. Assists in the preparation of specifications, estimates, and bids for all equipment and tasks. Works with supervisors to assemble the parks and ecology annual budget; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
- Communicates official plans, policies and procedures to staff and the general public in assigned area of responsibility. Responds to public inquiries; provides information within scope of knowledge and position. Respond to public inquiries and present to Village Board, community groups, and agencies on parks and ecology topics as needed.
- Inspects Park and open/natural space services provided by contractors or vendors for compliance with performance standards. Inspects new construction projects for compliance with approved plans.
- Assures that tools and equipment are properly maintained and kept in proper working condition.

- Proficiently operates all assigned equipment and vehicles to perform any operation within the capacity of the machine as necessary to accomplish required work.
- Ensures that work is performed in a safe and efficient manner. Performs all duties in conformance to appropriate Federal, State, and environmental regulations, and Village safety and security standards. Obtains correct permits for all capital projects relating to ecology.
- Oversees or performs all aspects of tree work including, but not limited to, trimming (from the ground, climbing, or aerial lift unit), removals, stump removals/grinding, stump restorations, storm damage clean up, inventory, planting, inspection, insect/disease treatment, watering, chipping, and staking/guying.
- Oversees or performs all aspects of turf maintenance including, but not limited to, restoration, sodding, hydro-seeding, mowing, watering, aerating, string trimming, sidewalk/bike path edging, fertilizing, soil conditioning, and pest and weed control.
- Oversees or performs all aspects of park site maintenance including, but not limited to, trash collection, restroom cleaning, playground inspection, playground repair, painting, site improvements, playground surface installation, wetland maintenance, soccer field maintenance, baseball field maintenance, drinking fountain maintenance, maintenance of tennis/basketball courts and nets, maintaining/adjusting photocell/timer systems, sprinkler system repairs, fencing repairs, sweeping/washing/painting site amenities, ice rink maintenance, and semi-skilled trade work (plumbing, electrical, roofing, and carpentry).
- Oversees or performs planter bed maintenance at all Village owned properties. This work includes, but is not limited to, planting of all types of landscaping material, weeding, mulching, pesticide treatments, and edging. Monitors and supervises departmental landscape and ecological contractors and contracts.
- Oversees or performs all aspects of work as related to seasonal projects including, but not limited to, ice rink maintenance, snow plowing, sidewalk shoveling, installation/removal of holiday decorations, and the planting of annual flower displays.
- Oversees or performs work as related to special projects. Supports in the design and development of capital projects relating to open spaces/ecology and other projects as required.
- Oversees or performs the setting up and taking down equipment for various park and recreation programs, prepares facilities for park and recreation program use.
- Develop, implement, and oversee management plans for Village natural areas, formal landscaping, park sites, and urban forest systems.

### **PERIPHERAL DUTIES**

As assigned by the immediate supervisor or other member of the senior management team, employees may be required to:

- Serve as a member of various employee committees, as assigned.
- Any and all other duties as directed by the Public Works Director or their designee.

## **DESIRED MINIMUM QUALIFICATIONS**

### Education and Experience

A bachelor's degree in Environmental Science, Ecology, Biology, Horticulture, or closely related field is required. A minimum of five (5) years of progressive experience in planning and maintenance of native ecosystems, urban forestry, park maintenance, and/or landscape management is also required. Prior supervisory experience in a municipal or park district setting is strongly preferred. An equivalent combination of education and experience may be considered.

### Necessary Knowledge, Skills and Abilities

Must demonstrate substantial knowledge of equipment, materials, and supplies used in park and ecological maintenance. Familiarity with first aid and all relevant safety practices is required. Strong organizational skills and the ability to work independently while adhering to daily and long-term schedules are essential. Requires good public relations skills and must be able to communicate clearly and effectively both verbally and in writing. Must be capable of reading and interpreting construction plans, and managing complex projects with minimal oversight. Knowledge of native Midwest flora, ecological restoration practices, and turf management—including fertilization, mowing, weed and pest control—is required. Must have experience in safe pesticide and herbicide application. Intermediate computer and software skills, including proficiency in Microsoft Outlook, Word, and Excel, is necessary.

## **SPECIAL REQUIREMENTS**

- Ability and willingness to respond to emergency situations twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year and serve as an on-call manager for after hour emergencies.

## **REQUIRED QUALIFICATIONS**

- Valid driver's license required. Obtaining a CDL Class A license with air brake may be required at the direction of the Public Works Director.
- Must possess International Society of Arboriculture Arborist Certification, or ability to obtain within one year.
- Must possess Illinois Department of Agriculture Pesticide Operator License, or ability to obtain within one year.

## **TOOLS AND EQUIPMENT USED**

Personal computer, including word processing, spreadsheet, and asset management/work order processing; motor vehicle; phone; radio; fax and copy machine. Includes, but not limited to, pickup trucks, dump trucks, lawn mowers, string trimmers, back pack sprayers, shovels, and other equipment necessary to complete the tasks of the Parks and Ecology Division.

## **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Potential candidates must possess the physical strength and ability sufficient to perform heavy manual labor for extended periods, sometimes under dirty and uncomfortable conditions and in all kinds of weather. Heavy labor may be defined, for example, as lifting and moving 75 pounds or more on a frequent basis.

While performing the duties of this job, the employee is consistently required to stand, walk, bend, lift, stoop, twist, kneel, sit, crouch, and crawl. Employees will be required to stand/walk on frequently changing surfaces for extended periods of time for work. Extended periods of sitting are also required.

Hand-eye coordination is necessary for virtually all aspects of the position.

Good visual and auditory ability are required to safely perform job duties.

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works in all outside weather conditions including rain, snow, extreme heat, and extreme cold. The employee consistently works near moving vehicles and equipment, and in very noisy circumstances.

Employees are occasionally exposed to wet and/or humid conditions, fumes or airborne particles, human and animal wastes and their related pathogens, risks associated with the operation and proximity of a variety of construction type equipment (including noise, vibration, and physical hazards), and natural elements including, animals, insects, pollens, and other conditions as related to working with the environment.

**SELECTION GUIDELINES**

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The statements contained in this job description reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required and the scope of responsibility. It should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or to equalize peak work periods or otherwise to balance the work load.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approved:

\_\_\_\_\_   
 Village Manager

\_\_\_\_\_   
 Date

AN ORDINANCE AMENDING ORDINANCE 2025-O-13  
REGARDING THE MERIT COMPENSATION PLAN  
FOR VILLAGE EMPLOYEES

WHEREAS, the Village of Algonquin, McHenry and Kane Counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane counties, Illinois, as follows:

**SECTION 1:** That Section G of Ordinance 93-O-24 passed on April 20, 1993, and as amended by Ordinance No. 2025-O-13, which was passed on March 18, 2025, shall be amended to read as follows:

- G. The grades, job classifications, and monthly compensation ranges to the Village Merit Compensation Plan shall be as shown on Exhibit A attached.

**SECTION 2:** If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

**SECTION 3:** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4:** This Ordinance shall be in full force and effect as of July 16, 2025, subsequent to its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Abstain:

Absent:

\_\_\_\_\_  
Debby Sosine, Village President

(Seal)

ATTEST: \_\_\_\_\_  
Fred Martin, Village Clerk

Passed:

Approved:

Published:

Prepared by: Tim Schloneger, Village Manager  
Village of Algonquin  
2200 Harnish Drive  
Algonquin, Illinois 60102

A Memo From...



VILLAGE OF ALGONQUIN  
General Services Administration

To: Tim Schloneger

From: Michelle Weber

Date: June 30, 2025

Re: Chapter 2 Amendment – Public Comment

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Staff is requesting amending Chapter 2 of the Algonquin Municipal Code to establish a new section regulating public comment during public meetings. Currently, the Municipal Code does not address limiting individual public comment time, which leaves this open ended. Staff suggests limiting to five (5) minutes per individual commenting.

# ORDINANCE NO. 2025 - O - \_\_

## *An Ordinance Amending Chapter 2, Board of Trustees, of the Algonquin Municipal Code to Establish a New Section 2.06, Public Comment at Meetings*

WHEREAS, the Village of Algonquin, McHenry and Kane counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, Section 2.06(g) of the Open Meetings Act (5 ILCS 120/2.06(g)) provides that "any person shall be permitted an opportunity to address public officials under the rules established and recorded by the public body"; and

WHEREAS, the Public Access Counselor of the Illinois Attorney General's office has determined that the Open Meetings Act requires definite and established rules regarding public comment at all open meetings of a public entity if a public body wishes to regulate public comment; and

WHEREAS, the Village believes that public comment is an invaluable part of the Village's public meetings and hearings, and while the Village's long-standing practice has been to generously accommodate public comment, the Village believes it is now appropriate to codify this practice in writing to ensure such public comment while also ensuring that the business of the Village can be reasonably addressed in public meetings in a timely manner.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane counties, Illinois, as follows:

SECTION 1: Section 2.06, Disruption of Meetings, in Chapter 2, Board of Trustees, of the Algonquin Municipal Code shall be deleted in its entirety and replaced with the following new Section 2.06, Public Comment at Meetings, which shall read as follows:

### **2.06 PUBLIC COMMENT AT MEETINGS**

Members of the public are invited and permitted to speak at any public, open meeting of the Village Board and any other commission, committee, board or other public entity created by or subject to the Village's jurisdiction, ordinances and control, subject to the following rules:

1. Individuals wishing to be heard must fill out a public comment slip and turn it into the clerk at the time of the meeting and wait to be recognized by the President or chairperson during the public comment portion of each meeting. The public comment portion of the meeting is generally held as one of the initial items of business on the agenda but may be moved to a different point on the agenda for that meeting in the Village President's/Chair's discretion.

2. Public comment may be restricted to no more than five (5) minutes for each individual speaker. The President or chairperson may permit additional comment in his or her discretion taking into account the number of persons wishing to be heard on a matter and the amount of business requiring attention.
3. Members of the public may be asked (though not required) to avoid repeating comments that have already been made, although they may be given the opportunity to indicate that they agree or disagree with an earlier speaker.
4. Members of the public will be required to step forward to the podium and asked to identify themselves for the record. Members may be asked, but are not required, to provide an address for the record.
5. The President or chairperson shall require that order and decorum be maintained at public meetings. This includes prohibiting outbursts from the public or other behavior that is threatening, disorderly, or disruptive to the public business in a manner. The President or chairperson may eject from a public meeting any person who, in the President's or chairperson's sole opinion, disrupts the order and decorum of the meeting or otherwise violates the rules of this Section.
6. Public comment shall be restricted to the portions of meetings which are required to be open to the public under the Open Meetings Act. Nothing in this Section shall be construed to allow public access to or public comment at closed sessions or any other meeting of public officials which is not required to be open to the public under the Open Meetings Act.
7. It shall be unlawful for any person to interrupt, interfere with or disturb any meeting of the Village Board. Any person violating this Section shall be subject to a fine as stated in Appendix B.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

\_\_\_\_\_  
Village President Debby Sosine

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk Fred Martin

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Published: \_\_\_\_\_



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

**– M E M O R A N D U M –**

DATE: *July 3, 2025*

TO: *Tim Schloneger, Village Manager*

FROM: *Matthew Bajor, Assistant to the Village Manager*

SUBJECT: *Social District Pilot – Algonquin Harvest Market – October 4, 2025*

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As an initiative to support businesses in Downtown Algonquin, staff have developed a pilot Social District for the upcoming Algonquin Harvest Market that would allow the open carry and consumption of alcoholic beverages within a defined area, provided they are purchased from participating businesses, served in approved disposable cups, and meet the other requirements provided below.

The proposed Social District would operate on Saturday, October 4, 2025, during the Algonquin Harvest Market. The designated boundaries would include the public right-of-way on South Main Street between IL Route 31 and IL Route 62, along with small portions of Washington Street, consistent with the approved event footprint. As part of this pilot, the Village would authorize the possession and consumption of alcohol within the defined area and waive the fencing requirement that typically restricts alcohol from leaving designated areas. Signage to indicate the boundaries and additional disposal cans would be placed throughout the area.

Example of signage in the district will read as follows:

*Consumption of alcoholic beverages is permitted only in approved containers and within the designated district boundaries. Shots, hard liquor samples, and packaged alcohol are not permitted in the public way. Violators are subject to fines and removal from the district.*

To participate, businesses must meet the following requirements:

- Hold valid state and local liquor licenses
- Maintain liquor liability and general liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the Village of Algonquin as an additional insured
- Serve alcoholic beverages in Village-approved disposable cups
- Limit servings to one drink per person at a time (maximum 16 oz. for beer/seltzer, 9 oz. for wine or mixed drinks)
- Post signage provided by the Village indicating participation in the Social District
- Ensure staff are trained on Social District rules and boundaries
- Sign and return a Hold Harmless Agreement prior to the event

Patrons carrying alcohol may not enter non-participating businesses, as those establishments are not authorized to allow alcohol on-site. Outside alcohol is not permitted in the district.

**Recommendation:**

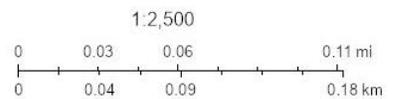
Staff recommend authorization from the Village Board to implement a pilot Social District during the Algonquin Harvest Market on October 4, 2025, waiving the standard fencing requirement and subject to the conditions provided above.

# Proposed Social District Pilot Boundary Map



7/3/2025, 3:35:12 PM

-  Road Centerlines
-  Not in Village
-  Boundaries - Village Limit





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

**– M E M O R A N D U M –**

DATE: July 8, 2025

TO: Tim Schloneger, Village Manager

FROM: Jake Benner, P.E., Engineer II

SUBJECT: Recommendation to Approve the Design Engineering Services Agreement with Trotter and Associates, Inc. for the Algonquin Shores Lift Station Upgrade

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Attached is a proposal from Trotter and Associates, Inc. (TAI) to provide design engineering services for the Algonquin Shores Lift Station Upgrade. In a lift station assessment completed by TAI for the Village in 2022, the Algonquin Shores Lift Station was identified as a candidate for various improvements. Highlighted below is the scope of the improvements:

- Replace and upsize existing 23-year-old pumps (20-year suggested lifespan)
- Install new piping to improve lift station configuration including a bypass pumping system and backflow preventor to meet new code requirements.
- Various electrical and mechanical improvements
- Various site improvements

Village staff anticipates design to begin in late July and the final set of plans and specifications to be ready for bid in the fall. Construction is expected to begin in November 2025. The services from TAI will include preliminary engineering, the preparation of plans and specifications, and bidding assistance. The fee for these services is \$85,400. There is \$80,000 budgeted in the Water & Sewer fund to complete engineering design for this project. The remaining \$5,400 will be taken from unused funds in the final design of the High Hills Sanitary Sewer Relocation project.

**Summary**

1. This agreement will allow TAI to provide engineering services for the Algonquin Shores Lift Station Upgrade.
2. The work will address mechanical, electrical, and site/building deficiencies.
3. Sufficient funds are proposed in the FY2025-26 Water & Sewer Funds along with unused funds from a separate project.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the agreement with TAI to provide design engineering services for the Algonquin Shores Lift Station Upgrade in the amount of \$85,400.

June 30, 2025

Cliff Ganek  
Village Engineer  
Village of Algonquin  
110 Mitchard Way  
Algonquin, Illinois 60102

**Re: Algonquin Shores Lift Station Improvements**  
Professional Services Letter Agreement and Exhibits

Dear Mr. Ganek,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Algonquin (CLIENT) for the Algonquin Shores Lift Station Improvements (hereinafter referred to as the “PROJECT”).

### Project Background

Algonquin Shores Lift Station was constructed in 2001 and serves the southeast portion of the Village, approximately 400 acres. This lift station is a wet pit/dry pit installation having (3) dry pit immersible pumps each equipped with a variable frequency drive (VFD).

In 2022, Trotter and Associates completed a lift station assessment for the Algonquin Shores Lift Station. The assessment recommended various improvements to the Lift Station including replacement of the existing pumps, grinder unit, and flow meter. The existing pump station has a permitted firm capacity of 520 gpm. Draw down testing indicates an actual firm capacity closer to 440 gpm. There is limited proposed development within the Lift Station Service Area, with the exception of connecting the Algonquin Shores neighborhood, currently on private septic systems, to Village sewer and commercially zoned parcels at East Algonquin Rd and Compton Dr. In total, an additional 314 PE could be tributary to Algonquin Shores Lift Station. The future peak hourly flow to the lift station is approximately 495 gpm.



Wastewater is pumped through a 10-inch diameter, 3,300 lineal foot force main. Prior to 2024, the force main reduces from a 10” diameter pipe to 6” at the intersection of Riverwood Drive and Stratford Lane, creating a bottleneck in the system. In 2024, the bottleneck was removed and the existing 6” force main was replacement with 10” diameter pipe.

### **Project Understanding**

The Village intends to complete the following upgrades at the Algonquin Shores Lift Station to address the deficiencies identified in the 2022 Lift Station Assessment. The following upgrades will be incorporated into the design:

1. Replace and upsize the existing 20 hp pumps.
2. Replace existing grinder (equipment provided by Village and installed by contractor).
3. Replace existing concrete slab above grinder equipment and cast in and access door for easier maintenance on the grinder.
4. Replace existing supply fan serving grinder channel.
5. Modify existing chain link fence as necessary for grinder access.
6. Consider extending the existing HMA driveway for crane access to the grinder hatch.
7. Install the existing backflow preventer on the water service above grade to meet the Illinois Plumbing Code.
8. Replace the existing electromagnetic flow meter (equipment provided by Village and installed by contractor)
9. Modify the existing interior lift station piping and valves to accommodate the new pump equipment.
10. Complete PLC and SCADA Modifications.
11. Replace existing ATS.
12. Install exterior bypass vault with valve and quick connect on force main.
13. Install riser and quick connect in the wet well for bypass pumping.

### **Project Scope**

#### Phase 1 Preliminary Design

During the Preliminary Design Phase, Engineer shall:

- A. Hold a Project Kick-off Meeting with Village staff, upon receipt of the Notice to Proceed, to establish project goals & schedule.
- B. Perform site visits as necessary to determine site conditions.
- C. Obtain as-built and equipment information for existing pump station and force mains as needed (Village has provided data prior to this Agreement).
- D. Obtain utility locations, floodplain and floodway information on the existing site and determine site limitations.
- E. The existing site is owned by the Village. Conduct a topographic survey of the site, including property boundaries for design and permitting (Village to locate sanitary sewer and force main).
- F. Review basis of design for pump/system curves for pump sizing and selection. Coordinate with the Village and manufacturers to select new pump equipment.
- G. Prepare and submit 50% Preliminary Design documents and Engineer's Opinion of Probable Construction Cost. Preliminary design to include demolition and process sheets for equipment to be replaced.
- H. Attend preliminary design review meeting to address the Village's review comments and concerns.

#### Phase 2 Final Design

During the Final Design Phase, Engineer shall:

- A. Based on the approved Preliminary Design Phase, prepare 90% Engineering Plans and Specifications to show the scope, extent and character of the work to be furnished and performed by the Contractor for the Improvements. Drawings will include (but not necessarily limited to) the following:

- i. General Construction Details and Notes;
  - ii. Demolition drawings showing existing structures, equipment and utilities to be removed;
  - iii. Civil/Site drawings showing proposed restoration;
  - iv. Process drawings including the equipment layout, valves, meters and process piping;
  - v. Electrical drawings depicting controls and power circuits;
  - vi. Project Specifications with all process equipment selected.
- B. Prepare updated Engineer's Opinion of Probable Construction Cost.
  - C. Hold a meeting with Village staff to review and discuss 90% Engineering Plans and Specifications.
  - D. Submit plans and specifications for IEPA Construction Permit.
  - E. Submit plans and specifications as required for Illinois Historic Preservation Agency (IHPA) permitting.
  - F. Revise plans in accordance with additional comments and provide 100% complete plans to the Village for review and approval. Prepare electronic documents for distribution for bids.
  - G. Prepare an opinion of probable cost based on the Final Engineering Plans.

#### Phase 3 Bidding

During the Bidding Phase, Engineer shall:

- A. Provide bidding assistance, which will include preparing the bid notice, distributing bid documents, and preparing bid addendums.
- B. Attend a pre-bid conference, if one is deemed necessary.
- C. Respond to questions about the bid documents pertaining to items included within the engineering components.
- D. Assist the Village in reviewing the bids and assembling a bid tabulation and recommendation letter for award of the contract.

### Project Schedule

<u>Task</u>	<u>Anticipated Date</u>
Phase 1 Project Kick-off	July 2025
Phase 1 – Preliminary Design Completion	August 30, 2025
Phase 2 – Final Design Completion	September 30, 2025
Phase 3 – Bidding	October 2025

### Compensation

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

The total compensation for services will not exceed **\$85,400** based on the following distribution of compensation:

Preliminary Design Phase	\$33,300
Final Design Phase	\$44,400
Bidding and Negotiating Phase	\$7,200
Base Engineering Fees	\$84,900
Reimbursable Expenses	\$500
<b>Total Authorized for Design Engineering</b>	<b>\$85,400</b>

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this as Exhibit B. Reimbursable Expenses included in the contract are limited to items listed in Exhibit B. All expenses that are not included in Exhibit B shall be considered outside the contract and shall be considered as extra and compensated for at cost. For example: title commitments, permit fees, architectural renderings, special public meetings, out of town travel expenses, consultant services beyond those identified in the scope, or items specifically requested by the owner.

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

### **Miscellaneous**

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

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

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

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

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

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

**Contents of Agreement**

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

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

CLIENT:

Village of Algonquin

\_\_\_\_\_

By: \_\_\_\_\_

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

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

Address for giving notices:

2200 Harnish Drive  
Algonquin, IL 60102

Designated Representative

Title:

Phone Number:

E-Mail Address:

ENGINEER:

Trotter and Associates, Inc.

\_\_\_\_\_

By: Robert Scott Trotter, PE, BCEE

Title: President

Date Signed: June 30, 2025

Address for giving notices:

40W201 Wasco Road, Suite D  
St. Charles, IL 60175

Designated Representative: Jillian Kiss, PE

Title: Project Manager

Phone Number: (630) 587-0470

E-Mail Address: j.kiss@trotter-inc.com

**ATTACHMENTS:**

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

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CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



## EXHIBIT A - STANDARD TERMS AND CONDITIONS

### *Table of Contents*

ARTICLE 1 - SERVICES OF ENGINEER	1
1.01    Scope	1
ARTICLE 2 - CLIENT'S RESPONSIBILITIES	1
2.01    General	1
ARTICLE 3 - TIMES FOR RENDERING SERVICES	2
3.01    General	2
3.02    Suspension	2
ARTICLE 4 - PAYMENTS TO ENGINEER	3
4.01    Methods of Payment for Services and Reimbursable Expenses of ENGINEER	3
4.02    Other Provisions Concerning Payments	3
ARTICLE 5 - OPINIONS OF COST	3
5.01    Opinions of Probable Construction Cost	3
5.02    Designing to Construction Cost Limit	3
5.03    Opinions of Total Project Costs	3
ARTICLE 6 - GENERAL CONSIDERATIONS	3
6.01    Standards of Performance	3
6.02    Authorized Project Representatives	4
6.03    Design without Construction Phase Services	4
6.04    Use of Documents	4
6.05    Insurance	5
6.06    Termination	5
6.07    Controlling Law	6
6.08    Successors, Assigns, and Beneficiaries	6
6.09    Dispute Resolution	6
6.10    Hazardous Environmental Condition	6
6.11    Allocation of Risks	6
6.12    Notices	7
6.13    Survival	7
6.14    Severability	7
6.15    Waiver	7
6.16    Headings	7
6.16    Definitions	7

### ARTICLE 1 - SERVICES OF ENGINEER

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#### 1.01 Scope

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

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

### ARTICLE 2 - CLIENT'S RESPONSIBILITIES

---

#### 2.01 General

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

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

### **ARTICLE 3 - TIMES FOR RENDERING SERVICES**

---

#### **3.01 General**

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

#### **3.02 Suspension**

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

things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

#### ARTICLE 4 - PAYMENTS TO ENGINEER

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##### 4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

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

##### 4.02 Other Provisions Concerning Payments

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

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

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

#### ARTICLE 5 - OPINIONS OF COST

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##### 5.01 Opinions of Probable Construction Cost

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

##### 5.02 Designing to Construction Cost Limit

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

##### 5.03 Opinions of Total Project Costs

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

#### ARTICLE 6 - GENERAL CONSIDERATIONS

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##### 6.01 Standards of Performance

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

- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the

Contract Documents given by CLIENT without consultation and advice of ENGINEER.

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

#### 6.02 Authorized Project Representatives

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

#### 6.03 Design without Construction Phase Services

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

#### 6.04 Use of Documents

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

after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

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

#### 6.05 Insurance

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

such liability and other insurance purchased and maintained by Contractor for the Project

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

#### 6.06 Termination

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

- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 6.07 Controlling Law

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

#### 6.08 Successors, Assigns, and Beneficiaries

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

#### 6.09 Dispute Resolution

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

#### 6.10 Hazardous Environmental Condition

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

#### 6.11 Allocation of Risks

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

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

#### **6.12 Notices**

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

#### **6.13 Survival**

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

#### **6.14 Severability**

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

#### **6.15 Waiver**

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

#### **6.16 Headings**

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

#### **6.16 Definitions**

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

CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



**EXHIBIT B  
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

**2025 Schedule of Hourly Rates**

Classification	Billing Rate
Engineering Intern	\$75.00
Engineer Level I	\$136.00
Engineer Level II	\$150.00
Engineer Level III	\$159.00
Engineer Level IV	\$177.00
Engineer Level V	\$200.00
Engineer Level VI	\$228.00
Engineer VII	\$240.00
Engineer VIII	\$277.00
Principal Engineer	\$284.00
Architect Intern	\$75.00
Architect Level I	\$119.00
Architect Level II	\$144.00
Architect Level III	\$168.00
Architect Level IV	\$180.00
Architect Level V	\$202.00
Architect Level VI	\$220.00
Architect VII	\$238.00
Architect VIII	\$257.00
Principal Architect	\$276.00
Technician Level I	\$113.00
Technician Level II	\$137.00
Technician Level III	\$160.00
Technician Level IV	\$175.00
Senior Technician	\$194.00
GIS Specialist I	\$113.00
GIS Specialist II	\$150.00
GIS Specialist III	\$179.00
Clerical Level I	\$75.00
Clerical Level II	\$90.00
Clerical Level III	\$109.00
Survey Technician Level I	\$75.00
Survey Technician Level II	\$93.00
Survey Crew Chief	\$193.00
Professional Land Surveyor	\$232.00
Project Coordinator I	\$137.00
Project Coordinator II	\$149.00
Project Coordinator III	\$159.00
Department Director	\$228.00
Project Manager	\$228.00
Senior Project Manager	\$241.00
Program Manager	\$241.00
Sub Consultants	Cost Plus 5%

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

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

**2025 Reimbursable Expenses**

Item	Unit	Unit Price
Engineering Copies – B&W 20lb Bond	Sq. Ft.	\$0.48
Engineering Copies - Color 24lb Bond	Sq. Ft.	\$1.00
Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Comb Binding > 120 Sheets	Each	\$4.75
Comb Binding < 120 Sheets	Each	\$3.50
Binding Strips (Engineering Plans)	Each	\$1.00
5 Mil Laminating	Each	\$1.25
Copy 11" x 17" - Color	Each	\$0.50
Copy 11" x 17" - Black and White	Each	\$0.25
Copy 8.5" x 11" - Color	Each	\$0.25
Copy 8.5" x 11" - Black and White	Each	\$0.12
Recorded Documents	Each	\$25.00
Engineering Scanning	Each	\$2.00
Plat Research	Time and Material	
Per Diem	Each Day	\$30.00
Field / Survey Truck	Each Day	\$45.00
Postage and Freight		Cost
Mileage	Per Mile	Federal Rate

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CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



**EXHIBIT C  
SUPPLEMENTAL CONDITIONS**

*NONE AT THIS TIME*

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CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



**EXHIBIT D  
CONTRACT ADDENDUM**

Project Name: \_\_\_\_\_

Project No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

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

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ \_\_\_\_\_

Changes Prior to This Change \$ \_\_\_\_\_

Amount of This Change \$ \_\_\_\_\_

Revised Contract Amount: \$ \_\_\_\_\_

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

CLIENT:

ENGINEER:

VILLAGE OF ALGONQUIN

TROTTER AND ASSOCIATES, INC.

SIGNED:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TITLE

TITLE

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

**– M E M O R A N D U M –**

DATE: July 8, 2025

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Jake Benner, P.E., Engineer II

SUBJECT: Recommendation to Award the Bid for the 2025 MFT Pavement Management Program to Brothers Asphalt Paving, Inc.

---

The 2025 MFT Pavement Management Program aims to address the distressed roadway in the Canterbury Townhomes subdivision. Additionally, the project will include multi-use path patching and roadway patching at various locations. Highlighted below is the comprehensive scope of this project:

- Mill and overlay of ~1.3 miles of local streets in Canterbury Townhomes
- ADA compliance at sidewalk crossings
- Curb & gutter, sidewalk, and driveway apron removal and replacement as needed
- Underground utility repairs and replacements to improve overall street drainage
- Multi-use path patching and surface patching on various local streets

Bids were opened on June 24<sup>th</sup>, 2025, with five (5) bids received. Brothers Asphalt Paving, Inc. was the low bidder in the amount of \$1,423,661.68, which is below the engineer's estimate of \$1,620,193.50. The Village consolidate its MFT funds into this larger project to cover the cost.

The Village has recently worked with Brothers Asphalt Paving, Inc. on the Broadmore Drive and Stonegate Road Phase 1 Improvements project where they performed favorably. Given the track record of Brothers Asphalt Paving, Inc., staff recommends the Committee of the Whole take necessary action to move forward with the award of this project to the Village Board for approval in the amount of \$1,423,661.68 to Brothers Asphalt Paving, Inc.

#### Summary

1. The recommended low bidder, Brothers Asphalt Paving, Inc., has completed successful projects of this type and size, one being in the Village last year.
2. Sufficient funding from the MFT fund will cover the construction cost of this project.
3. Construction oversight will be performed in-house.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

April 29, 2025

Village of Algonquin  
110 Mitchard Way  
Algonquin, IL 60102

Attention: Clifton V. Ganek, P.E.

Subject: 2025 MFT PAVEMENT MANAGEMENT PROGRAM  
(CBBEL Project No. 070273.00193)

Dear Mr. Ganek,

On Tuesday, June 24th, at 10:00 a.m., bids were received and opened for the subject project. Five (5) bids were received, and they have been summarized below.

<u>COMPANY</u>	<u>BID (AS READ)</u>
ENGINEER'S ESTIMATE	\$1,620,193.50
A LAMP CONCRETE CONTRACTORS, INC.	\$1,558,905.28
<b>BROTHERS ASPHALT PAVING, INC.</b>	<b>\$1,423,661.68</b>
BUILDERS PAVING LLC	\$1,632,388.00
GESKE AND SONS, INC.	\$1,964,336.74
SCHROEDER ASPHALT SERVICES INC.	\$1,446,179.80

\*Calculated bid differs from the as-read or reported bid amount (*no discrepancies*)

Brothers Asphalt Paving, Inc. is the low bidder, in the amount of \$1,423,661.68. Brothers Asphalt Paving, Inc. has performed satisfactory work for the Village in the past, most recently last year on the Broadmore Drive and Stonegate Road Phase 1 Improvements project. The company has provided references with positive reviews on multiple projects in similar size and scope for other municipalities.

Upon detailed review of the bids, CBBEL believes Brothers Asphalt Paving, Inc's bid to be in order. Therefore, our office recommends accepting Brothers Asphalt Paving, Inc's bid in the amount of \$1,423,661.68.

Enclosed for your review are the bid results matrix and the calculated bid tabulations. If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,

David J. Kleinwachter, P.E., CPESC, CFM  
Project Manager, Civil Engineering Design

cc: Orion Galey – CBBEL (letter only)  
Kevin Wilson – CBBEL (letter only)

Christopher B. Burke Engineering, Ltd.  
 9575 West Higgins Road, Suite 600  
 Rosemont, Illinois 60018  
 (CBBEL Project Number: 070273.00193)

VILLAGE OF ALGONQUIN  
**2025 MFT PAVEMENT MANAGEMENT PROGRAM**

**BID TABULATION**  
 Date: June 25, 2025

SP	CODE	PAY ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		BROTHERS ASPHALT PAVING, INC.		SCHROEDER ASPHALT SERVICES, INC.		A LAMP CONCRETE CONTRACTORS, INC.		BUILDERS PAVING LLC		GESKE AND SONS, INC	
					UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	50	\$ 35.00	\$ 1,750.00	\$ 31.50	\$ 1,575.00	\$ 26.50	\$ 1,325.00	\$ 24.00	\$ 1,200.00	\$ 24.00	\$ 1,200.00	\$ 38.50	\$ 1,925.00
	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	54	\$ 50.00	\$ 2,700.00	\$ 44.10	\$ 2,381.40	\$ 32.50	\$ 1,755.00	\$ 29.00	\$ 1,566.00	\$ 29.00	\$ 1,566.00	\$ 44.00	\$ 2,376.00
*	20101200	TREE ROOT PRUNING	EACH	16	\$ 150.00	\$ 2,400.00	\$ 115.50	\$ 1,848.00	\$ 106.00	\$ 1,696.00	\$ 95.00	\$ 1,520.00	\$ 95.00	\$ 1,520.00	\$ 150.00	\$ 2,400.00
	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	10	\$ 100.00	\$ 1,000.00	\$ 73.50	\$ 735.00	\$ 138.00	\$ 1,380.00	\$ 124.00	\$ 1,240.00	\$ 124.00	\$ 1,240.00	\$ 55.00	\$ 550.00
	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	6	\$ 160.00	\$ 960.00	\$ 210.00	\$ 1,260.00	\$ 160.00	\$ 960.00	\$ 144.00	\$ 864.00	\$ 144.00	\$ 864.00	\$ 137.50	\$ 825.00
	20200100	EARTH EXCAVATION	CU YD	11	\$ 45.00	\$ 495.00	\$ 60.00	\$ 660.00	\$ 100.00	\$ 1,100.00	\$ 80.00	\$ 880.00	\$ 200.00	\$ 2,200.00	\$ 132.00	\$ 1,452.00
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1263	\$ 35.00	\$ 44,205.00	\$ 60.00	\$ 75,780.00	\$ 40.00	\$ 50,520.00	\$ 20.00	\$ 25,260.00	\$ 15.00	\$ 18,945.00	\$ 24.00	\$ 30,312.00
	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	3940	\$ 2.00	\$ 7,880.00	\$ 3.00	\$ 11,820.00	\$ 1.90	\$ 7,486.00	\$ 1.70	\$ 6,698.00	\$ 0.50	\$ 1,970.00	\$ 2.00	\$ 7,880.00
	21301084	EXPLORATION TRENCH 84" DEPTH	FOOT	100	\$ 50.00	\$ 5,000.00	\$ 69.00	\$ 6,900.00	\$ 66.00	\$ 6,600.00	\$ 25.00	\$ 2,500.00	\$ 60.00	\$ 6,000.00	\$ 11.00	\$ 1,100.00
*	28000510	INLET FILTERS	EACH	68	\$ 225.00	\$ 15,300.00	\$ 189.75	\$ 12,903.00	\$ 190.00	\$ 12,920.00	\$ 15.00	\$ 1,020.00	\$ 155.00	\$ 10,540.00	\$ 195.00	\$ 13,260.00
*	30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	1120	\$ 35.00	\$ 39,200.00	\$ 37.00	\$ 41,440.00	\$ 60.00	\$ 67,200.00	\$ 25.00	\$ 28,000.00	\$ 15.00	\$ 16,800.00	\$ 36.00	\$ 40,320.00
*	30300011	AGGREGATE SUBGRADE IMPROVEMENT	TON	181	\$ 20.00	\$ 3,620.00	\$ 25.00	\$ 4,525.00	\$ 25.00	\$ 4,525.00	\$ 20.00	\$ 3,620.00	\$ 15.00	\$ 2,715.00	\$ 22.00	\$ 3,982.00
	35800100	PREPARATION OF BASE	SQ YD	11433	\$ 1.00	\$ 11,433.00	\$ 1.25	\$ 14,291.25	\$ 1.00	\$ 11,433.00	\$ 1.25	\$ 14,291.25	\$ 1.00	\$ 11,433.00	\$ 1.76	\$ 20,122.08
	35800200	AGGREGATE BASE REPAIR	TON	85	\$ 38.00	\$ 3,230.00	\$ 25.00	\$ 2,125.00	\$ 20.00	\$ 1,700.00	\$ 23.00	\$ 1,955.00	\$ 25.00	\$ 2,125.00	\$ 25.00	\$ 2,125.00
	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	100	\$ 35.00	\$ 3,500.00	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00	\$ 23.00	\$ 2,300.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00
*	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	15565	\$ 0.75	\$ 11,673.75	\$ 1.00	\$ 15,565.00	\$ 0.01	\$ 155.65	\$ 0.01	\$ 155.65	\$ 0.01	\$ 155.65	\$ 0.01	\$ 155.65
*	40602978	HOT-MIX ASPHALT BINDER COURSE, IL- 9.5, N50	TON	231	\$ 85.00	\$ 19,635.00	\$ 86.00	\$ 19,866.00	\$ 93.00	\$ 21,483.00	\$ 101.00	\$ 23,331.00	\$ 116.00	\$ 26,796.00	\$ 114.11	\$ 26,359.41
*	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	3790	\$ 87.00	\$ 329,730.00	\$ 86.00	\$ 325,940.00	\$ 91.50	\$ 346,785.00	\$ 91.00	\$ 344,890.00	\$ 106.00	\$ 401,740.00	\$ 90.27	\$ 342,123.30
*	42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	413	\$ 110.00	\$ 45,430.00	\$ 89.25	\$ 36,860.25	\$ 88.00	\$ 36,344.00	\$ 105.00	\$ 43,365.00	\$ 85.00	\$ 35,105.00	\$ 91.60	\$ 37,830.80
*	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	11103	\$ 10.00	\$ 111,030.00	\$ 10.50	\$ 116,581.50	\$ 10.00	\$ 111,030.00	\$ 10.00	\$ 111,030.00	\$ 9.50	\$ 105,478.50	\$ 11.64	\$ 129,238.92
*	42400800	DETECTABLE WARNINGS	SQ FT	813	\$ 40.00	\$ 32,520.00	\$ 29.40	\$ 23,902.20	\$ 35.50	\$ 28,861.50	\$ 35.00	\$ 28,455.00	\$ 32.00	\$ 26,016.00	\$ 35.70	\$ 29,024.10
*	44000100	PAVEMENT REMOVAL	SQ YD	1828	\$ 25.00	\$ 45,700.00	\$ 18.00	\$ 32,904.00	\$ 6.00	\$ 10,968.00	\$ 6.25	\$ 11,425.00	\$ 12.25	\$ 22,393.00	\$ 6.02	\$ 11,004.56
*	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	22320	\$ 3.90	\$ 87,048.00	\$ 2.57	\$ 57,362.40	\$ 1.95	\$ 43,524.00	\$ 2.25	\$ 50,220.00	\$ 4.25	\$ 94,860.00	\$ 2.66	\$ 59,371.20
	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	413	\$ 20.00	\$ 8,260.00	\$ 15.75	\$ 6,504.75	\$ 22.00	\$ 9,086.00	\$ 19.50	\$ 8,053.50	\$ 20.00	\$ 8,260.00	\$ 15.45	\$ 6,380.85
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	2942	\$ 9.50	\$ 27,949.00	\$ 7.35	\$ 21,623.70	\$ 11.00	\$ 32,362.00	\$ 7.75	\$ 22,800.50	\$ 10.00	\$ 29,420.00	\$ 8.16	\$ 24,006.72
	44000600	SIDEWALK REMOVAL	SQ FT	11103	\$ 2.25	\$ 24,981.75	\$ 1.05	\$ 11,658.15	\$ 2.25	\$ 24,981.75	\$ 1.75	\$ 19,430.25	\$ 2.00	\$ 22,206.00	\$ 1.38	\$ 15,322.14
	48101500	AGGREGATE SHOULDERS, TYPE B 6"	SQ YD	61	\$ 30.00	\$ 1,830.00	\$ 20.00	\$ 1,220.00	\$ 31.00	\$ 1,891.00	\$ 21.00	\$ 1,281.00	\$ 30.00	\$ 1,830.00	\$ 49.00	\$ 2,989.00
*	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	2942	\$ 38.00	\$ 111,796.00	\$ 35.18	\$ 103,499.56	\$ 33.00	\$ 97,086.00	\$ 39.00	\$ 114,738.00	\$ 36.00	\$ 105,912.00	\$ 44.63	\$ 131,301.46
	67100100	MOBILIZATION	L SUM	1	\$ 75,000.00	\$ 75,000.00	\$ 14,000.00	\$ 14,000.00	\$ 25,000.00	\$ 25,000.00	\$ 93,500.00	\$ 93,500.00	\$ 96,236.10	\$ 96,236.10	\$ 43,540.00	\$ 43,540.00
	70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	\$ 50,000.00	\$ 50,000.00	\$ 9,233.00	\$ 9,233.00	\$ 52,000.00	\$ 52,000.00	\$ 131,500.00	\$ 131,500.00	\$ 15,000.00	\$ 15,000.00	\$ 9,496.44	\$ 9,496.44
	70102635	TRAFFIC CONTROL AND PROTECTION, STANDARD 701701	L SUM	1	\$ 4,000.00	\$ 4,000.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.10	\$ 1.10
	70102640	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1	\$ 4,000.00	\$ 4,000.00	\$ 3,353.00	\$ 3,353.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 3,500.00	\$ 3,500.00	\$ 3,448.44	\$ 3,448.44
	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	312	\$ 8.00	\$ 2,496.00	\$ 12.60	\$ 3,931.20	\$ 13.25	\$ 4,134.00	\$ 6.00	\$ 1,872.00	\$ 12.00	\$ 3,744.00	\$ 13.20	\$ 4,118.40
	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	57	\$ 14.00	\$ 798.00	\$ 25.20	\$ 1,436.40	\$ 26.75	\$ 1,524.75	\$ 11.25	\$ 641.25	\$ 24.00	\$ 1,368.00	\$ 26.40	\$ 1,504.80
	78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	27	\$ 5.00	\$ 135.00	\$ 4.20	\$ 113.40	\$ 5.50	\$ 148.50	\$ 9.38	\$ 253.26	\$ 4.00	\$ 108.00	\$ 4.40	\$ 118.80
	78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	156	\$ 1.00	\$ 156.00	\$ 1.05	\$ 163.80	\$ 6.00	\$ 936.00	\$ 1.52	\$ 237.12	\$ 8.00	\$ 1,248.00	\$ 1.10	\$ 171.60
	78011065	GROOVING FOR RECESSED PAVEMENT MARKING 13"	FOOT	312	\$ 3.00	\$ 936.00	\$ 8.40	\$ 2,620.80	\$ 8.95	\$ 2,792.40	\$ 10.00	\$ 3,120.00	\$ 8.00	\$ 2,496.00	\$ 8.80	\$ 2,745.60
	78011125	GROOVING FOR RECESSED PAVEMENT MARKING 25"	FOOT	57	\$ 4.00	\$ 228.00	\$ 16.80	\$ 957.60	\$ 17.50	\$ 997.50	\$ 15.00	\$ 855.00	\$ 16.00	\$ 912.00	\$ 17.60	\$ 1,003.20
*	X0327036	BIKE PATH REMOVAL	SQ YD	4873	\$ 10.00	\$ 48,730.00	\$ 4.00	\$ 19,492.00	\$ 3.75	\$ 18,273.75	\$ 5.00	\$ 24,365.00	\$ 19.75	\$ 96,241.75	\$ 14.05	\$ 68,465.65
*	X2080250	TRENCH BACKFILL (SPECIAL)	CU YD	85	\$ 45.00	\$ 3,825.00	\$ 83.64	\$ 7,109.40	\$ 80.00	\$ 6,800.00	\$ 50.00	\$ 4,250.00	\$ 73.00	\$ 6,205.00	\$ 10.00	\$ 850.00
*	X4021000	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	42	\$ 275.00	\$ 11,550.00	\$ 2.00	\$ 84.00	\$ 55.00	\$ 2,310.00	\$ 150.00	\$ 6,300.00	\$ 49.00	\$ 2,058.00	\$ 2,550.00	\$ 107,100.00
*	X4401198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	179	\$ 5.00	\$ 895.00	\$ 2.57	\$ 460.03	\$ 6.00	\$ 1,074.00	\$ 11.00	\$ 1,969.00	\$ 10.00	\$ 1,790.00	\$ 15.00	\$ 2,685.00
*	XX006947	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	210	\$ 95.00	\$ 19,950.00	\$ 55.00	\$ 11,550.00	\$ 34.50	\$ 7,245.00	\$ 65.00	\$ 13,650.00	\$ 165.00	\$ 34,650.00	\$ 95.95	\$ 20,149.50
*	XX008676	SIGN REMOVAL AND REPLACEMENT	EACH	8	\$ 125.00	\$ 1,000.00	\$ 387.45	\$ 3,099.60	\$ 440.00	\$ 3,520.00	\$ 250.00	\$ 2,000.00	\$ 369.00	\$ 2,952.00	\$ 400.00	\$ 3,200.00
*	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 18,000.00	\$ 18,000.00	\$ 18,373.00	\$ 18,373.00	\$ 7,000.00	\$ 7,000.00	\$ 13,750.00	\$ 13,750.00	\$ 17,500.00	\$ 17,500.00	\$ 5,000.00	\$ 5,000.00
*	Z1	2" HMA PARTIAL DEPTH PATCH	SQ YD	9304	\$ 20.00	\$ 186,080.00	\$ 20.00	\$ 186,080.00	\$ 20.75	\$ 193,058.00	\$ 20.00	\$ 186,080.00	\$ 24.00	\$ 223,296.00	\$ 23.25	\$ 216,318.00
*	Z2	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	1811	\$ 35.00	\$ 63,385.00	\$ 50.00	\$ 90,550.00	\$ 40.00	\$ 72,440.00	\$ 25.00	\$ 45,275.00	\$ 30.00	\$ 54,330.00	\$ 42.42	\$ 76,822.62
*	Z3	CONSTRUCTION ENTRANCE	SQ YD	334	\$ 15.00	\$ 5,010.00	\$ 5.00	\$ 1,670.00	\$ 5.00	\$ 1,670.00	\$ 10.00	\$ 3,340.00	\$ 5.00	\$ 1,670.00	\$ 1,000.00	\$ 334,000.00
*	Z4	CURB BOX ADJUSTMENT	EACH	8	\$ 450.00	\$ 3,600.00	\$ 345.00	\$ 2,760.00	\$ 330.00	\$ 2,640.00	\$ 450.00	\$ 3,600.00	\$ 300.00	\$ 2,400.00	\$ 368.00	\$ 2,944.00
*	Z5	CURB BOX REPLACEMENT	EACH	3	\$ 1,200.00	\$ 3,600.00	\$ 1,793.98	\$ 5,381.94	\$ 1,500.00	\$ 4,500.00	\$ 2,200.00	\$ 6,600.00	\$ 1,600.00	\$ 4,800.00	\$ 1,716.00	\$ 5,148.00
*	Z6	FRAMES AND GRATES	EACH	10	\$ 850.00	\$ 8,500.00	\$ 776.25	\$ 7,762.50	\$ 1,550.00	\$ 15,500.00	\$ 650.00	\$ 6,500.00	\$ 800.00	\$ 8,000.00	\$ 685.00	\$ 6,850.00
*	Z7	LANDSCAPE RESTORATION	SQ YD	159	\$ 15.00	\$ 2,385.00	\$ 39.90	\$ 6,344.10	\$ 22.00	\$ 3,498.00	\$ 35.00	\$ 5,565.00	\$ 32.00	\$ 5,088.00	\$ 35.20	\$ 5,596.80
*	Z8	PRECONSTRUCTION VIDEO TAPING	L SUM	1	\$ 4,500.00	\$ 4,500.00	\$ 6,075.00	\$ 6,075.00	\$ 1,250.00	\$ 1,250.00	\$ 6,363.50	\$ 6,363.50	\$ 6,000.00	\$ 6,000.00	\$ 2,750.00	\$ 2,750.00
*	Z9	SAW AND SEAL CURB	EACH													



# Local Public Agency Formal Contract

Contractor's Name

Brothers Asphalt Paving, Inc.

Contractor's Address

315 S. Stewart Ave

City

Addison

State

IL

Zip Code

60101

STATE OF ILLINOIS

Local Public Agency

Village of Algonquin

County

McHenry

Section Number

25-00099-00-RS

Street Name/Road Name

2025 MFT Pavement Management Program

Type of Funds

MFT

CONTRACT BOND (when required)

### For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

[Signature & Date Box]

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

[Signature & Date Box]

### For a Municipal Project

Submitted/Approved/Passed

Signature & Date

[Signature & Date Box]

Official Title

Village President

### Department of Transportation

Concurrence in approval of award

Regional Engineer Signature & Date

[Signature & Date Box]

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Algonquin	2025 MFT Pavement Management Proj	McHenry	25-00099-00-RS

1. THIS AGREEMENT, made and concluded the 15th day of July 2025 between the Village of Algonquin, known as the party of the first part, and Brothers Asphalt Paving, Inc., its successor, and assigns, known as the party of the second part.

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

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 25-00099-00-RS in Village of Algonquin, approved by the Illinois Department of Transportation on \_\_\_\_\_, are essential documents of this contract and are a part hereof.

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

Attest: The Village of Algonquin

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date  
 By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date  
 By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part  
 By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

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

(If an individual)

Party of the Second Part Signature & Date

Attest:  
 Secretary Signature & Date

(SEAL, if required by the LPA)



**Contract Bond**

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Algoquin	McHenry	MFT Pvmt. Mgmt. Program	25-00099-00-RS

Bond information to be returned to Local Public Agency at 110 Mitchard Way, Algonquin, IL 60102  
Complete Address

We, \_\_\_\_\_  
Contractor's Name and Address

a/an \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_ as PRINCIPAL, and  
State

\_\_\_\_\_  
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of

\_\_\_\_\_  
Dollars ( \_\_\_\_\_ ) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month and Year

**PRINCIPAL**

Company Name  
\_\_\_\_\_

Company Name  
\_\_\_\_\_

By  
Signature & Date  
\_\_\_\_\_

By  
Signature & Date  
\_\_\_\_\_

Attest  
Signature & Date  
\_\_\_\_\_

Attest  
Signature & Date  
\_\_\_\_\_

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

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

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

Insert name of Individuals signing on behalf of PRINCIPAL

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

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

(SEAL)

Notary Public Signature & Date

[Signature Box]

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

**SURETY**

Name of Surety

[Name of Surety Box]

Title

By:

[Title Box]

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

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

Insert name of Individuals signing on behalf of SURETY

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

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

(SEAL)

Notary Public Signature & Date

[Signature Box]

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

Approved this 15th day of July 2025  
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

[Local Public Agency Clerk Signature Box]

Village Clerk  
Local Public Agency Type

Awarding Authority

Village President

Awarding Authority Signature & Date

[Awarding Authority Signature Box]



COVER SHEET

Proposal Submitted By:  
 Contractor's Name  
 Brothers Asphalt Paving, Inc.  
 Contractor's Address  
 315 S. Stewart Avenue  
 City  
 Addison  
 State  
 IL  
 Zip Code  
 60101

STATE OF ILLINOIS  
 Local Public Agency  
 Village of Algonquin  
 County  
 Kane  
 Section Number  
 25-00099-00-RS  
 Route(s) (Street/Road Name)  
 2025 MFT Pavement Management Program  
 Type of Funds  
 MFT

Proposal Only  Proposal and Plans  Proposal only, plans are separate

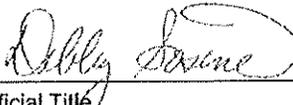
Submitted/Approved  
For Local Public Agency:

**For a County and Road District Project**

Submitted/Approved  
Highway Commissioner Signature & Date

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

**For a Municipal Project**

Submitted/Approved/Passed  
Signature & Date  
 May 22, 2025  
 Official Title  
 Village President

**Department of Transportation**

Released for bid based on limited review  
Regional Engineer Signature & Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Algonquin	Kane	25-00099-00-RS	2025 MFT Pavement Management

### NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the Village Engineer  
 Name of Office  
2200 Harnish Drive, Algonquin, Illinois 60102 until 10:00 AM on 06/10/25  
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the Village Engineer  
 Name of Office  
2200 Harnish Drive, Algonquin, Illinois 60102 at 10:00 AM on 06/10/25  
 Address Time Date

### DESCRIPTION OF WORK

Location	Project Length
Various Locations	16,355'

**Proposed Improvement**  
 The work consists of roadway resurfacing, curb/gutter, sidewalk, and driveway replacement. Other elements include bike path removal and resurfacing, parking lot pavement removal and resurfacing, drainage/utility lid adjustments, and all incidental and collateral work necessary to complete the project as shown on the plans and special provisions.

1. Plans and proposal forms will be available in the office of  
Online at [www.algonquin.org](http://www.algonquin.org). At the top of the page click on "Business" & select "Bids & RFP's", the project will be listed near the bottom of the page. All questions can be directed to Dave Kleinwachter at Christopher B. Burke Engineering: [Dkleinwachter@cbbel.com](mailto:Dkleinwachter@cbbel.com) or 847-823-0500.

2.  Prequalification  
 If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
  - a. Local Public Agency Formal Contract Proposal (BLR 12200)
  - b. Schedule of Prices (BLR 12201)
  - c. Proposal Bid Bond (BLR 12230) (if applicable)
  - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
  - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for

opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Algonquin	Kane	25-00099-00-RS	2025 MFT Pavement Managem

**PROPOSAL**

1. Proposal of Brothers Asphalt Paving, Inc.  
Contractor's Name  
315 S. Stewart Avenue, Addison, IL 60101  
Contractor's Address

2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, Ltd. (CBBEL)  
and approved by the Department of Transportation on \_\_\_\_\_.

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within \_\_\_\_\_ working days or by 11/07/25 unless additional time is granted in accordance with the specifications.

6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.

7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.

8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.

9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: the Village Treasurer of the Village of Algonquin.

The amount of the check is 5% of Bid Amount ( 5% ).

**Attach Cashier's Check or Certified Check Here**

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 25-00099-00-RS.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Algonquin	Kane	25-00099-00-RS	2025 MFT Pavement Management

### CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Algonquin	Kane	25-00099-00-RS	2025 MFT Pavement Management

**SIGNATURES**

(If an individual)

Bidder Signature & Date

Business Address

City	State	Zip Code

(If a partnership)

Firm Name

Signature & Date

Title

Business Address

City	State	Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name

Brothers Asphalt Paving, Inc.

Signature & Date

6/24/2025

Title

President

Business Address

315 S. Stewart Avenue

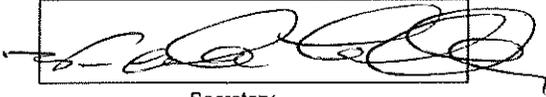
City	State	Zip Code
Addison	IL	60101

Insert Names of Officers

President

Natalia Colella

Attest:



Secretary

Secretary

Nick Colella

Treasurer

Natalia Colella

Schedule of Prices

Contractor's Name <b>Brothers Asphalt Paving, Inc.</b>		State <b>IL</b>	Zip Code <b>60101</b>
Contractor's Address <b>315 S. Stewart Avenue, Addison</b>		County <b>Kane</b>	Section Number <b>25-00093-00-RS</b>
Local Public Agency <b>Village of Algonquin</b>			
Route(s) (Street/Road Name) <b>2025 MPT Pavement Management Program</b>			

Schedule for Multiple Bids		Total
Combination Letter		

Schedule for Single Bid (For complete information covering these items, see plans and specifications.)					
Item Number	Items	Unit	Total Quantity	Unit Price	Total
20100110	TREE REMOVAL (8 TO 15 UNITS DIAMETER)	UNIT	50	\$31.50	\$1,575.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	54	\$44.10	\$2,381.40
20101200	TREE ROOT PRUNING	EACH	16	\$115.50	\$1,848.00
20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	10	\$73.50	\$735.00
20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	8	\$210.00	\$1,260.00
20200100	EARTH EXCAVATION	CU YD	11	\$60.00	\$660.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1263	\$60.00	\$75,780.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	3940	\$3.00	\$11,820.00
21301004	EXPLORATION TRENCH 84" DEPTH	FOOT	100	\$69.00	\$6,900.00
26000510	INLET FILTERS	EACH	68	\$189.75	\$12,903.00
30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	1120	\$37.00	\$41,440.00
30300011	AGGREGATE SUBGRADE IMPROVEMENT	TON	181	\$25.00	\$4,525.00
35800100	PREPARATION OF BASE	SQ YD	11433	\$1.25	\$14,291.25
35800200	AGGREGATE BASE REPAIR	TON	85	\$25.00	\$2,125.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	100	\$20.00	\$2,000.00
40600200	BITUMINOUS MATERIALS (TACK COAT)	POUND	15565	\$1.00	\$15,565.00
40602078	HOT-MIX ASPHALT BINDER COURSE, IL-R-5, N50	TON	231	\$86.00	\$19,866.00
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-R-5, MIX 10", N50	TON	3790	\$86.00	\$325,940.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	413	\$89.25	\$36,860.25
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	11103	\$10.50	\$116,581.50
42400800	DETECTABLE WARNINGS	SQ FT	813	\$29.40	\$23,902.20
44000100	PAVEMENT REMOVAL	SQ YD	1828	\$18.00	\$32,904.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	22320	\$2.57	\$57,362.40
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	413	\$15.75	\$6,504.75
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	2942	\$7.35	\$21,623.70
44000500	SIDEWALK REMOVAL	SQ FT	11103	\$1.05	\$11,658.15
45101500	AGGREGATE SHOULDERS, TYPE B 6"	SQ YD	61	\$20.00	\$1,220.00
50603300	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	2942	\$35.18	\$103,499.56
67100100	MOBILIZATION	L SUM	1	\$14,000.00	\$14,000.00
70102020	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	\$9,233.00	\$9,233.00
70102035	TRAFFIC CONTROL AND PROTECTION, STANDARD 701701	L SUM	1	\$1.00	\$1.00
70102040	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1	\$3,353.00	\$3,353.00
76000500	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	312	\$12.60	\$3,931.20

Schedule of Prices

Contractor's Name <b>Brothers Asphalt Paving, Inc.</b>		State <b>IL</b>	Zip Code <b>60101</b>
Contractor's Address <b>315 S Stewart Avenue, Addison</b>		County <b>Kane</b>	Section Number <b>25-00099-00-RS</b>
Local Public Agency <b>Village of Algonquin</b>		Route(s) (Street/Road Name) <b>2025 MFT Pavement Management Program</b>	

Schedule for Multiple Bids		Total
Combination Lesser		

Schedule for Single Bid (For complete information covering these items, see plans and specifications.)					
Item Number	Items	Unit	Total Quantity	Unit Price	Total
78000850	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	57	\$25.20	\$1,436.40
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	27	\$4.20	\$113.40
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	156	\$1.05	\$163.80
78011055	GROOVING FOR RECESSED PAVEMENT MARKING 13"	FOOT	312	\$8.40	\$2,620.80
78011125	GROOVING FOR RECESSED PAVEMENT MARKING 25"	FOOT	57	\$16.80	\$957.60
X0327039	BIKE PATH REMOVAL	SQ YD	4873	\$4.00	\$19,492.00
X2080250	TRENCH BACKFILL (SPECIAL)	CU YD	85	\$83.64	\$7,109.40
X4021000	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	42	\$2.00	\$84.00
X4401198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	179	\$2.57	\$460.03
X4006947	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	210	\$55.00	\$11,550.00
X4006978	SIGN REMOVAL AND REPLACEMENT	EACH	8	\$387.45	\$3,099.60
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$18,373.00	\$18,373.00
Z1	2" HMA PARTIAL DEPTH PATCH	SQ YD	9304	\$20.00	\$186,080.00
Z2	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	1811	\$50.00	\$90,550.00
Z3	CONSTRUCTION ENTRANCE	SQ YD	334	\$5.00	\$1,670.00
Z4	CURB BOX ADJUSTMENT	EACH	8	\$345.00	\$2,760.00
Z5	CURB BOX REPLACEMENT	EACH	3	\$1,793.98	\$5,381.94
Z6	FRAMES AND GRATES	EACH	10	\$776.25	\$7,762.50
Z7	LANDSCAPE RESTORATION	SQ YD	159	\$39.90	\$6,344.10
Z8	PRECONSTRUCTION VIDEO TAPING	LSUM	1	\$6,075.00	\$6,075.00
Z9	SAW AND SEAL CURB	EACH	392	\$10.50	\$4,116.00
Z10	SILTATION CONTROL FENCE	FOOT	800	\$3.94	\$3,152.00
Z11	STRUCTURES TO BE ADJUSTED	EACH	65	\$570.40	\$37,076.00
Z12	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	11	\$1,265.00	\$13,915.00
Z13	STRUCTURES TO BE REHABILITATED	EACH	3	\$1,903.25	\$5,709.75
Z14	TEMPORARY CONSTRUCTION FENCE FOR TREE PROTECTION	EACH	16	\$210.00	\$3,360.00
<b>Bidder's Bid Total Proposal</b>					<b>\$1,423,661.68</b>

Written: One Million Four-Hundred Twenty-Three Thousand Six-Hundred Sixty-One Dollars and Sixty-Eight Cents

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



Local Public Agency

County

Section Number

Village of Algonquin

Kane

25-00099-00-RS

**ELECTRONIC BID BOND**

**Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Company/Bidder Name

Signature & Date

Title

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint William Reidinger, Individually of Schaumburg, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No: Bid Bond  
Principal: Brothers Asphalt Paving, Inc.  
Obligee: Village of Algonquin

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

*Larry Kasten*

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of June, 2025.



WESTERN SURETY COMPANY

*Paula Kolsrud*

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



**Affidavit of Availability**  
For the Letting of 06/24/2025



Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With	Westchester	Carol Stream	Rolling Meadow			
Estimated Completion Date	11/21/25	08/15/25	07/30/25			
Total Contract Price	\$1,972,148	\$2,096,183	\$1,810,458			
Uncompleted Dollar Value if Firm is the Prime Contractor	\$1,446,304	\$2,096,183	\$1,810,458			\$5,352,945
Uncompleted Dollar Value if Firm is the Subcontractor						
<b>Total Value of All Work</b>						<b>\$5,352,945</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork	\$45,950	\$9,585	\$40,495		\$96,030
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving	\$550,773	\$749,274	\$752,502		\$2,052,549
Clean & Seal Cracks/Joints					
Aggregate Bases, Surfaces	\$92,200	\$5,830	\$22,018		\$120,048
Highway, R.R., Waterway Struc.					
Drainage					
Electrical					
Cover and Seal Coats	\$2,275	\$5,765	\$10,772		\$18,812
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning, Rotomilling	\$151,798	\$158,818	\$139,669		\$450,285
Demolition					
Pavement Markings (Paint)					
Other Construction (List)					
<b>Totals</b>	<b>\$842,996</b>	<b>\$929,272</b>	<b>\$965,456</b>		<b>\$2,737,724</b>

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	John Neri	Suburban Concrete	Bedrock		
Type of Work	Underground	Concrete	Reclamation		
Subcontract Price	\$430,275	\$999,654	\$68,736		
Amount Uncompleted	\$256,913	\$999,654	\$68,736		
Subcontractor	Impressive Const	Galaxy Underground	DiVinci		
Type of Work	Concrete	Underground	Underground		
Subcontract Price	\$531,495	\$137,210	\$174,242		
Amount Uncompleted	\$246,057	\$137,210	\$174,242		
Subcontractor	Nafisco, Inc.	PPM, Inc.	Schroeder & Schroe		
Type of Work	Traffic Control	Pavement Marking	Concrete		
Subcontract Price	\$16,309	\$5,107	\$548,602		
Amount Uncompleted	\$13,500	\$5,107	\$548,602		
Subcontractor	D2k	Smith Maintenance	McGinty Bros, Inc.		
Type of Work	Pavement Marking	Traffic Control	Landscape		
Subcontract Price	\$10,548	\$19,900	\$35,501		
Amount Uncompleted	\$10,548	\$19,900	\$35,501		
Subcontractor	Reliable Land	Seasonal Concepts	Nafisco, Inc.		
Type of Work	Landscape	Landscape	Traffic Control		
Subcontract Price	\$76,290	\$5,040	\$17,921		
Amount Uncompleted	\$76,290	\$5,040	\$17,921		
<b>Total Uncompleted</b>	<b>\$603,308</b>	<b>\$1,166,911</b>	<b>\$845,002</b>		

**Notary**

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Natalia Colella

Title

President

Signature

*Natalia Colella*

Date

06/24/2025

Company

Brothers Asphalt Paving, Inc.

Address

315 S. Stewart Avenue

City

Addison

State

IL

Zip Code

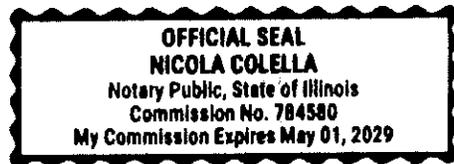
60101

Subscribed and sworn to before me

this 24th day of June, 2025

*Natalia Colella*  
(Signature of Notary Public)

My commission expires 05/01/2029



(Notary Seal)

Add pages for additional contracts



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Algonquin	Kane	2025 MFT Pavement Mana	25-00099-00-RS

All contractors are required to complete the following certification

- For this contract proposal or for all bidding groups in this deliver and install proposal.
- For the following deliver and install bidding groups in this material proposal.

Brothers Asphalt Paving, Inc. to perform: Surface Removal, Earthwork, Aggregate Bases & Surfaces, Cover & Seal Coats, Asphalt Paving Work, Pavement Removal, Prep of Base, Mobilization, and Traffic Control and Protection. Program Sponsors: Member of: Operators Union Local 150, Laborers Union Local 68, Teamsters Union Local 673.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

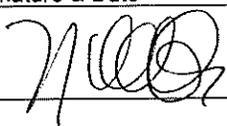
Subwork: Concrete, Underground, Landscape, and Pavement Marking to be performed by union subcontractors and their local unions are to be program sponsors.

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership.

N/A

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder  
 Brothers Asphalt Paving, Inc.  
 Title  
 President

Signature & Date  
 6/24/25

Address City State Zip Code  
 315 S. Stewart Avenue Addison IL 60101



Local Public Agency	County	Street Name/Road Name	Section Number
Village Of Algonquin	Kane	2025 MFT Pavement Mana	25-00099-00-RS

I, Natalia Colella of Addison, Illinois,  
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the President of Brothers Asphalt Paving, Inc.  
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Brothers Asphalt Paving, Inc., will maintain a business office in the  
Bidder  
 State of Illinois, which will be located in DuPage County, Illinois.  
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date

6/24/25

Print Name of Affiant

Natalia Colella

**Notary Public**

State of IL

County DuPage

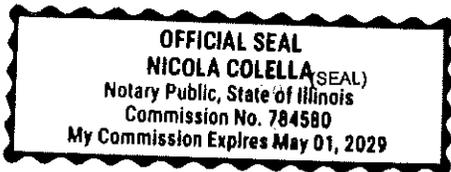
Signed (or subscribed or attested) before me on 06/24/25 by  
(date)

Natalia Colella, authorized agent(s) of  
(name/s of person/s)

Brothers Asphalt Paving, Inc.  
Bidder

Notary Public Signature & Date 6/24/25

My commission expires 05/01/29





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

**– M E M O R A N D U M –**

DATE: July 8, 2025

TO: Tim Schloneger, Village Manager

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

SUBJECT: Recommendation to Approve the Design Services Agreement with JSD for the Willoughby Farms Park Reconstruction Project

---

Village staff has engaged JSD Professional Services, Inc. to provide comprehensive final design services for the reconstruction of Willoughby Farms Park. The project site, located at 2001 Wynnfield Drive, will undergo a full redevelopment in line with the approved Final Master Plan. JSD recently completed the Master Plan for Willoughby Farms Park and is currently in the process of completing the OSLAD grant application.

### **Scope of Work**

Per the attached proposal, JSD will deliver a full suite of services including landscape architecture, civil engineering, electrical and plumbing engineering, construction documentation, permitting, and construction administration. Specific elements include:

- Detailed construction drawings for park layout, utilities, grading, and a new interactive water feature per the approved master plan
- Restoration of natural areas in collaboration with Baxter & Woodman as a sub-consultant
- Optional custom restroom facility design – included in the scope is a pre-fabricated restroom facility.
- Management of permitting through Village, County, and USACE as needed
- Bidding and contractor coordination
- Construction phase support and observation

### **About JSD**

JSD is a well-respected, multidisciplinary consulting firm with a strong presence in Illinois, including a regional office in Des Plaines. They bring extensive experience in park redevelopment and public infrastructure design, consistently demonstrating expertise in stormwater management, recreational amenity planning, and sustainable natural area restoration. Their project history and integrated design approach make them ideally suited to lead this important community project. Reference checks are attached.

Staff budgeted \$375,000 in the Park Improvement Fund for the final design of this project and the proposed base scope provided by JSD is within this fiscal year's budgeted

amount. Staff had JSD include additional contingency within the base proposal to account for the possibility of a retaining wall, additional survey, and geotechnical work.

## **Recommendation**

It is our recommendation that the Committee of the Whole move this matter forward to the Village Board for approval of the design services agreement with JSD Professional Services for the final design of the Willoughby Farms Park Reconstruction Project in the amount of **\$335,850**, with an optional task for a custom-designed restroom for an additional **\$61,000**, if selected. Staff is requesting a discussion with the COTW regarding whether a custom restroom for this site should be included in this contract.

## **Summary of Items**

- Scope: Complete park redevelopment design and construction support per the approved Master Plan.
- Design consultant: JSD Professional Services, Inc. with positive feedback on similar projects.
- Fee: \$284,250 (base) + \$61,000 (optional)
- Timeline
  - Design and Plan Development: July 25 – December 25
  - Construction: March/April 2026 – June 2027
- Funding: FY25/26 Park Fund, Construction funds to be proposed in FY26/27

# PROPOSAL

## Professional Consulting Services Willoughby Farms Reconstruction Project

2001 Wynnfield Drive, Algonquin, IL

JSD Project No. 25-15619

June 30, 2025

Prepared for: Village of Algonquin (the “Client”)  
Public Works Department  
Attn: Clifton V. Ganek, P.E.  
110 Mitchard Way  
Algonquin, IL 60102

- LAND SURVEYING & MAPPING
- ENVIRONMENTAL
- PLANNING
- CIVIL ENGINEERING
- STRUCTURAL ENGINEERING
- LANDSCAPE ARCHITECTURE
- CONSTRUCTION SERVICES
- CONSULTING



# LET'S DIVE IN, BUT FIRST...



**JSD Professional Services, Inc.**  
1400 E. Touhy Avenue, Ste. 215  
Des Plaines, IL 60018

312.644.3379  
JSDinc.com

Thank you for considering JSD Professional Services, Inc. (JSD) for your upcoming project!

JSD is headquartered in Madison, Wisconsin, and is supported by three regional Wisconsin offices. JSD also has offices in Chicago, Illinois, Coeur d'Alene, Idaho, and Alexandria, Minnesota.

JSD is a multidisciplinary firm that provides planning, civil and structural engineering, landscape architecture, land surveying, environmental, and national development services. Our team members provide wide-ranging, comprehensive services within our disciplines, which include land use planning and development, entitlements, stormwater management, water resources, and project and construction management.

Our focus is on supporting our clients with professional expertise, innovation, and quality work products. We believe working collaboratively and being responsive to our clients is essential to creating and effectively managing development projects. Our commitment to service has kept clients returning since we opened our doors in 1998.

We are pleased to provide this proposal for consulting services to assist with your Willoughby Farms Reconstruction Project in Algonquin, Illinois. We appreciate this opportunity to be part of the Village of Algonquin project team!

Please do not hesitate to contact me with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Lori Vierow". The signature is fluid and cursive, with the first name "Lori" and last name "Vierow" clearly distinguishable.

**LORI VIEROW, PLA, ASLA, LEED AP**  
Senior Landscape Architect

Enclosures

## SCOPE OF WORK

Our understanding of the scope of work is based upon your Request for Proposal (RFP) as it relates to the proposed Willoughby Farms Reconstruction Project, located at 2001 Wynnfield Drive in Algonquin, Illinois. JSD will provide professional landscape architecture, civil engineering, and consulting services for the proposed redevelopment.

The scope of work for these items is described in the following tasks.

### LANDSCAPE ARCHITECTURE SERVICES -----

#### TASK 1.0 PROJECT COORDINATION AND DESIGN MEETINGS

The JSD Team will collaborate with the Client's project team and relevant jurisdictional authorities during the design, review, and approval processes. The following meetings are anticipated:

- One (1) project kick-off meeting
- Two (2) site visits
- Four (4) project progress design meetings (2 in-person, 2 virtual)

##### **Public Meetings**

JSD anticipates and will attend up to two (2) Village Board meetings related to this project.

#### TASK 2.0 CONSTRUCTION DOCUMENTS

##### ***Design Refinement***

The JSD Team will review the Final Master Plan and imagery boards developed during the Final Master Plan process and confirm the project's design program, budget, permit requirements, and schedule.

We will review the Village of Algonquin's stormwater management requirements, sanitary and water main infrastructure and connections, and any potential impacts of existing wetlands and U.S. Army Corps of Engineers permitting.

We will develop the AutoCAD base plan and review the final layout with the Client.

##### ***Staff Review Meeting***

The JSD Team will meet with Village staff to review the layout and gain authorization to proceed with construction documents.

JSD will prepare Construction Drawings and Technical Specifications for the park redevelopment. The Construction Documents will then be issued for final bidding and construction.

### ***Construction Drawings***

Construction Drawings may include:

- General Notes
- Existing Conditions / Demolition Plan
- Soil Erosion and Sediment Control Plan (SESC)
- Permitting Plans
- Construction Plans
- Electrical Plans
- Plumbing Plans
- Water Feature Aquatic Plans
- Grading and Drainage Plans
- Layout and Dimension Plans
- Construction Details
- Landscape and Restoration Plans

### ***Project Manual and Technical Specifications***

A Project Manual will be prepared, which will include bidding documents, as well as bid proposal forms, special conditions, instructions to bidders, and technical specifications. Technical specifications provide information that relates to the type and quality of materials and furnishings that are to be incorporated into the project.

### ***Opinion of Probable Construction Cost***

JSD will provide an Opinion of Probable Construction Cost (OPCC) for the overall project and break-outs of quantities for the items of work anticipated as part of the construction. The quantity take-off will be provided for informational purposes to assist in bidding, with the Bidders ultimately responsible for their own quantity take-offs.

### ***Deliverable Milestones***

JSD anticipates delivering the following document milestone reviews to the Village during the Design Phase:

- 50% Document Review (Construction Documents, OPCC)
- 75% Document Review (Construction Documents, OPCC)
- 100% Construction Documents and Final OPCC

### ***100% Review Submittal and Review Meeting***

Following the completion of the construction drawings and specifications, along with the final estimate of probable construction cost for the project, these documents will be submitted to the Client for final review. The JSD Team will attend a final review meeting with the Client to discuss 100% complete construction documents, and bidding and construction process. (The JSD Team will attend a total of one (1) meeting during the Construction Document phase, followed by the preparation of meeting minutes to be distributed to the Client.)

JSD will revise the 100% documents per comments received, and then we will issue for bidding.

### **TASK 3.0 ELECTRICAL & PLUMBING ENGINEERING DESIGN**

This task will encompass all electrical and plumbing engineering services necessary for the preparation of construction documents, including progress sets, permit submittals, bid packages, and final construction drawings.

#### ***Electrical and Plumbing Design includes:***

The JSD Team will design the electrical and plumbing systems necessary to support the interactive water feature, prefabricated restroom, and park shelter, including power for a light fixture and two (2) convenience receptacles. This scope includes coordination with ComEd and the design of a new electrical service.

### **TASK 4.0 PERMIT COORDINATION**

JSD will prepare and submit the following permit documents to the Village of Algonquin and Kane County in accordance with the Village's requirements:

- Site Development Permit
- Stormwater Permit
- Sanitary Permit (if required)
- County Wetland Permit (if required)
- U.S. Army Corps of Engineers Permit (If required)

### **TASK 4.1 PERMIT FEE SUPPLEMENT**

As requested by the Client, JSD has included a fee to cover the cost of permit fees.

### **TASK 5.0 BIDDING/CONTRACT EXECUTION**

JSD will assist the Village in preparing a list of qualified contractors, and we will upload the Bidding Documents to an Online Digital Plan Room for distribution.

During bidding and negotiating, JSD will:

- Assist in the preparation of the notice to bidders;
- Distribute bid documents to prospective qualified bidders for competitive bidding;
- Provide responses to RFIs and Contractor questions, and prepare necessary addenda during the Bid Phase;
- Participate in the opening of the bids and in cooperation with the Client;
- Analyze and review the bid results, including vetting of Contractor qualifications, and make a recommendation for a contract award;
- Prepare a bid tabulation showing the results of the bidding as received; and
- Coordinate with the Village to prepare the AIA Contract with the awarded Contractor.

## CONSTRUCTION SERVICES -----

### TASK 6.0 GRANT ADMINISTRATION (If required)

JSD will assist the Village with Grant Administration as follows:

- Coordinate with IDNR regarding any change orders over \$10,000.00;
- Prepare OSLAD Quarterly Reports and upload to Amplifund; and
- Assist with OSLAD close-out documents, and prepare As-built Construction Plans, based upon information provided by the Contractor, for submittal to IDNR.

### TASK 7.0 CONSTRUCTION ADMINISTRATION

JSD will attend a pre-construction meeting with the Contractor and Client.

This phase also includes the following:

- Prepare “Issued for Construction” Documents, incorporating Addenda, if needed;
- Review shop drawings, submittals, product data, and samples appropriate to the work;
- Respond to Contractor’s Request for Information (RFIs);
- Review and approve pay requests, and make recommendations to the Client; and
- Prepare a Substantial and Final Completion Punch List.

### TASK 8.0 CONSTRUCTION OBSERVATION

Each site visit will include a field review and preparation of a Site Observation Report with associated photographs. Site visits included during the Construction Services Phase:

- Landscape Architecture: Thirty (30) site visits

Additional site visits as requested by the Client will be billed at a cost of **\$600.00 per site visit**.

## CONSULTING SERVICES -----

### TASK 9.0 NATURAL RESOURCES

The JSD Team will coordinate with the Baxter & Woodman Natural Resources (BWNR) Team to provide design and engineering for the pond and natural areas.

BWNR will survey all desirable native trees only that are recommended to be preserved within the existing and proposed natural areas with the assumption that all other trees and shrubs will be removed as part of the proposed projects. Each desirable tree will be tagged, assessed, and located using submeter GPS. The information will be tabulated in Tree Inventory Tables including tree tag, species (common and scientific), DBH, condition, and general comments regarding quality. Resulting data will be used when developing the

Tree Preservation/Removal portion of the design plans. *Deliverable: Tree Survey & Summary Table*

BWNR Ecologists will conduct a wetland delineation within the proposed Willoughby Farms Park site in accordance with the U.S. Army Corps of Engineers (Corps) 1987 Wetland Delineation and the Midwest Regional Supplement for Wetland Delineations. Pink pin flags will be used to delineate the on-site wetland boundaries. BWNR will GPS-locate all wetland delineation flags using a submeter Trimble GPS unit. As required by the Corps, the delineation will include an on-site investigation of vegetation, soils, and hydrology. In addition, the floristic quality index (FQI) will be calculated for each wetland encountered. Digital photographs of data points will be taken to assist in documenting existing site conditions. Adjacent off-site wetlands will also be identified and inspected, if possible, but not flagged.

BWNR will prepare a wetland delineation report in accordance with the U.S. Army Corps of Engineers 1987 Wetland Delineation Manual and Midwest Regional Supplement. The report will include the following: a wetland delineation exhibit that shows all wetlands and data collection points within the project area, photos of representative data points locations, wetland and soils maps, U.S. Army Corps of Engineers data forms, and an evaluation of the quality of on-site wetlands based upon the Floristic Quality Index (FQI). *Deliverable: Wetland Delineation & Report*

A BWNR Senior Restoration Ecologist will assist with the design of the existing pond and proposed natural areas during the 50%, 75%, and 100% phases by providing and/or reviewing ecological restoration design components and plan sheets including specifications, landscape plan, details, erosion control plan, etc. BWNR will conduct detailed reviews of the 50%, 75% and 100% Design Plans and provide JSD with comments to clarify the design.

BWNR will assist with Request for Information (RFI) inquiries by bidders.

BWNR will provide coordination during the construction process.

## CONTINGENCIES -----

**TASK 10.0 TOPOGRAPHIC AND UTILITY SURVEY (If required)**  
JSD will perform additional Topographic and Utility Design Survey services if required during the development of the construction documents and engineering phase.

**TASK 11.0 GEOTECHNICAL COORDINATION AND LAYOUT (If required)**  
JSD will coordinate additional geotechnical exploration (borings, test pits) if requested during the development of the construction documents and engineering phase. We will coordinate the boring layout with the Client-selected geotechnical firm and stake the approximate boring locations in the field.

**TASK 12.0     RETAINING WALL DESIGN AND ENGINEERING (If required)**

The JSD team will design and provide engineering services for construction of a retaining wall, which may be required due to unknown stormwater requirements and based on the current grading around the existing pond.

**OPTIONAL TASK -----**

**TASK 13.0     CUSTOM-DESIGNED RESTROOM – ARCHITECTURAL & MEP ENGINEERING DESIGN**

This task will include all Architectural Design, Mechanical, Electrical, Plumbing and Structural engineering services required in the preparation of conceptual plans, construction documents, including progress, permit, bid and construction drawings for a custom designed restroom building.

The Architecture Team will prepare 2-3 conceptual designs for a custom 3-season restroom structure similar to the selected design during the Final Master Plan. The design may incorporate exposed timber framing, stone/masonry, siding, shingle roof, plumbing, electrical, ventilation and interior finishes.

This task includes the following:

- Two (2) pre-design site visits to become familiar with the surrounding area and existing site conditions;
- Design of two to three options including one (1) rendering of each for the design of the structure;
- Two (2) in-person meetings to review the design with the Owner;
- Two (2) virtual meetings with the Owner to review the project progress;
- Completion of construction documents;
- Assistance with bidding and negotiations;
- Eight (8) onsite construction observation meetings; and
- Post-construction punchlist.

**GENERAL PROJECT UNDERSTANDING**

**CIVIL-LANDSCAPE DESIGN**

1. JSD shall be held harmless and does not warrant any deviations by the Client/Architect from the approved construction plans that may result in disciplinary actions by any or all regulatory agencies.
2. While JSD attempts to provide a cost-effective approach to balance earthwork, grading design is based upon many factors including safety, aesthetics, and common engineering standard of care. Therefore, no guarantee can be made for a balanced site.
3. JSD takes no responsibility for any underground structures or buried materials such as foundations, wells, septic, holding tanks, utilities, hazardous materials, or any other items existing on the property.

4. This proposal **does not** include the following:
- a. Presentation graphics outside of the design materials outlined.
  - b. Review or incorporation of LEED design and accreditation.
  - c. Design of off-site public infrastructure or utilities.
  - d. Traffic Impact Analysis (TIA) study or coordination thereof.
  - e. Photometric design or plan coordination.
  - f. Construction staking services.
  - g. Pond as-built surveys and/or certifications.
  - h. Public/private utility record drawings.

### CONSTRUCTION SERVICES

1. Construction observation is not intended to be an exhaustive check or detailed inspection of the Contractor's work but rather to allow JSD, as experienced professionals, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract/Construction Documents. Based on this general observation, JSD will inform the Client about the progress of the work.
2. JSD will not supervise, direct, or have control over any contractors' work, nor shall JSD have any responsibility for the construction means, methods, techniques, sequences, or procedures selected or performed by the Contractor or for the Contractor's safety procedures or programs in connection with the work. These are solely the Contractor's responsibility in accordance with the Contract Documents.
3. JSD shall not be responsible for any acts or omissions by the contractor, subcontractor, any entity performing any portions of the work, or any of their agents, employees, or agencies. JSD does not guarantee the performance by the Contractor and shall not be responsible for the Contractor's failure to perform work in accordance with Contract Documents or any applicable laws, codes, rules, or regulations.



## COSTS

Based upon our understanding of the scope of work and the above-described tasks, we will perform the professional services for a lump sum fee as follows:

### LANDSCAPE ARCHITECTURE/CIVIL ENGINEERING SERVICES

<b>Task 1.0:</b>	<b>Project Coordination and Design Meetings</b>	<b>\$ 8,500.00</b>
<b>Task 2.0:</b>	<b>Construction Documents</b>	<b>\$141,750.00</b>
<b>Task 3.0:</b>	<b>Electrical &amp; Plumbing Engineering Design</b>	<b>\$ 10,700.00</b>
<b>Task 4.0:</b>	<b>Permit Coordination</b>	<b>\$ 35,000.00</b>
<b>Task 4.1:</b>	<b>Permit Fees Supplement</b>	<b>\$ 2,500.00</b>
<b>Task 5.0:</b>	<b>Bidding/Contract Execution</b>	<b>\$ 8,000.00</b>

### CONSTRUCTION SERVICES

<b>Task 6.0:</b>	<b>Grant Administration (If required)</b>	<b>\$ 8,500.00</b>
<b>Task 7.0:</b>	<b>Construction Administration</b>	<b>\$ 20,000.00</b>
<b>Task 8.0:</b>	<b>Construction Observation</b>	<b>\$ 35,000.00</b>

### CONSULTING SERVICES

<b>Task 9.0:</b>	<b>Natural Resources</b>	<b>\$ 19,400.00</b>
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### CONTINGENCIES

<b>Task 10.0:</b>	<b>Topographic and Utility Survey (If required)</b>	<b>\$ 6,500.00</b>
<b>Task 11.0:</b>	<b>Geotechnical Coordination (If required)</b>	<b>\$ 10,000.00</b>
<b>Task 12.0:</b>	<b>Retaining Wall Design and Engineering (If required)</b>	<b>\$ <u>30,000.00</u></b>

Base proposal amount	<b>Total</b>	<b>\$335,850.00</b>
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### OPTIONAL TASK

<b>Task 13.0:</b>	<b>Custom-Designed Restroom – Architectural &amp; Engineering Design</b>	<b>\$ 61,000.00</b>
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This cost estimate was developed based on our understanding of the project as described in this proposal. Changes in the scope of work, performance time, changes to layout or land use, or unanticipated site conditions may require a modification of this amount. Revisions requested due to changes, including, but not limited to, site layout, building, or plumbing after design has commenced, are considered extra services. JSD will provide revisions based on review comments by the municipality pertaining to technical discrepancies only. Any revisions requested due to review comments not relating to technical discrepancies are considered extra services. JSD cannot guarantee approval by any reviewing agency. Adjustments to the fee for extra services will be via Contract Amendment on a time and materials basis. All Contract Amendments and any increase in costs or fees over the amounts set forth above must be pre-approved by the Client in writing.

June 27, 2025  
**Revised: June 30, 2025**

**25-15615 Willoughby Farms Park: PROJECT SCHEDULE**

	<b>CONSTRUCTION DOCUMENTS</b>
Week of July 21	Kick-off Meeting
July 28 – August 8	Design refinement and CAD basemap
July 28 - August 15	Tree survey and wetland delineation
August 8 – September 5	50% construction documents
September 8	50% Submittal – Village to review and provide comments/mark-ups by <b>September 15</b>
September 15	Receive Village comments
September 15 – October 10	75% CDs, Project Manual, and revised/updated OPCC
September 30	OSLAD Grant Submittal
October 13	75% Submittal – Village to review and provide comments/mark-ups by <b>October 17</b>
October 17	Receive Village comments
Week of October 17	Permit submittals?
October 20 – November 14	JSD prepares 100% CDs, Project Manual, and revised/updated OPCC
October 21	JSD to attend Village Board Meeting to provide updates?

November 17	100% Submittal – Village to review and provide comments/mark-ups by <b>November 21</b>
Week of November 17	Meet with client to review 100% construction documents
Week of November 17	Permit submittals?
November 18 - 26	Team revises documents per comments received and prepares Issued for Bid documents.
December 2	Advertise for Bids
December 19	Bid Opening: 2:00pm
December 22 – January 5, 2026	Contact references, prepare bid tabulation, and letter of recommendation
February 17, 2026	Village Board Approval
March 2026	AIA Contracts Complete
March 2026	Site Work Commence Construction (weather depending) Site work <b>cannot</b> commence until OSLAD Grant paperwork is signed and received.
May 2027	Substantial Completion
June 2027	Final Completion

**Ron Salski**

**Executive Director  
Mundelein Park & Recreation District  
1401 N. Midlothian Rd.  
Mundelein, IL 60060  
P: 847-388-5460**

What was the project? What was the estimated cost of the project?

**Answer: We have used them on three large park projects. It is a total of over \$3 million.**

Did JSD provide concept, design, and oversight?

**Answer: Yes**

How did they perform?

**Answer: Excellent**

Did they perform the majority of the work or did they have to sub out a lot of work?

**Answer: They performed 95% of the work and the sub was surveying.**

Would you work with them again for another park project? For all phases?

**Answer: Absolutely and we keep giving them projects.**

Were there any difficulties encountered during the course of the project?

**Answer: Slow contractor**

How do you feel JSD was able to handle difficult situations or contractors?

**Answer: They would try to step in but it was ultimately the owner, Park District, who needed to deal with the contractor.**

Was the project completed on time and within budget?

**Answer: One project yes and the other is 30 days behind. Weather had an impact on two weeks. JSD met all deadlines that they were responsible for.**

Any issues with process pay requests?

**Answer: There were issues with the contractor but not JSD. It is a newer contractor.**

**Jessica Cannaday, CPRP**

**Executive Director  
Community Park District of La Grange Park  
1501 Barnsdale Road  
La Grange Park, IL 60526  
P: 708-354-4580**

1. What was the project? What was the estimated cost of the project? **Have done multiple parks and did comp plan. Ranging from 24k-700k. Have a current project of 1.4 million.**
  - a. Did JSD provide concept, design, and oversight? **Yes. All.**
  - b. How did they perform? **Outstanding. Very high praise and there is reason we continue to work with them. They are very responsive and quick to handle concerns. Along with thinking outside of the box and maximizing space.**
  - c. Did they perform the majority of the work or did they have to sub out a lot of work? **All subs.**
2. Would you work with them again for another park project? For all phases? **Yes, 100%.**
3. Were there any difficulties encountered during the course of the project? **None at all.**

4. How do you feel JSD was able to handle difficult situations or contractors? **Very well. We had no issues.**
5. Was the project completed on time and within budget? **Yes.**
6. Any issues with process pay requests? **No.**

**Bret Fahnstrom, CPRE**  
**Executive Director**  
**River Trails Park District**  
**401 E. Camp McDonald Rd.**  
**Prospect Heights, IL 60070**  
**P: 847-463-3728**

- What was the project? **Willow Trails Park**
- What was the estimated cost of the project?  
**\$1,100,000 including \$400k in OSLAD**
- Did JSD provide concept, design, and oversight?  
**Yes, we worked with JSD through the entire OSLAD process including design, community input and project management**
- How did they perform?  
**They have done very well with us. There are always minor hiccups in big projects, ours have been properly managed**
- Did they perform the majority of the work or did they have to sub out a lot of work?  
**I believe they do everything in-house. I believe any additional surveying had to be scheduled by our District.**
- Would you work with them again for another park project? For all phases?  
**Yes, we do not have the capacity to be project managers on larger construction and they do a good job**
- Were there any difficulties encountered during the course of the project?  
**Just some drainage that wasn't caught in design. The contractor identified it during construction. Remedied at nominal cost.**
- How do you feel JSD was able to handle difficult situations or contractors?  
**Luckily, I do not feel we have had any "difficult" situations but as stated above, we have been able to easily navigate minor hiccups**
- Was the project completed on time and within budget?  
**Yes on both parts**
- Any issues with process pay requests?  
**None**



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

**– M E M O R A N D U M –**

DATE: July 3, 2025

TO: Tim Schloneger, Village Manager  
Michael Kumbera, Deputy Village Manager/CFO  
Nadim Badran, Public Works Director  
Jason Schutz, Utilities Superintendent

FROM: Michael Reif Internal Services Supervisor

SUBJECT: Recommendation for Wastewater Treatment Plant Laboratory A/C  
Replacement

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It has been determined that the air conditioning unit for the Laboratory at the Wastewater Treatment Plant has reached the end of its useful life. The air conditioning unit was installed in 2002 when the building was renovated. Over the past twenty-three years, this unit has had many repairs.

Staff recommends replacing the air conditioning unit

Staff is recommending Stanton Mechanical Inc. to remove the old equipment and install new air conditioning equipment for the sum of \$49,588. \$50,000 was budgeted in the FY 25-26 budget.

**Summary**

1. The air conditioning was installed twenty-three years ago when the building was renovated.
2. Station Mechanical Inc. is a reputable company that has completed numerous high-quality HVAC related repairs and replacements.
3. \$49,588 is \$412 below the amount budgeted in the FY25/26 budget.

**VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - VENDOR (Services)**

<b>Effective Date:</b> July 2, 20 25		<b>Purchase Order No.</b>	
<b>Project:</b> Laboratory air conditioning unit replacement		<b>Location:</b> Waste Water Treatment Plant	
<b>Originating Department:</b>			
<b>Owner</b>	<b>Consultant/Vendor</b>	<b>Developer</b>	
<b>Village of Algonquin</b> Address: 125 Wilbrant Algonquin IL 60102  <b>Phone:</b> <b>Fax:</b> <b>Contact:</b>	Name: Stanton Mechanical Inc. Address: 2301 Estes Elk Grove Village IL 60007 <b>Phone:</b> 847-424-5100 <b>Fax:</b> <b>Contact:</b> Don Gultzmer	(where applicable)   <b>Phone:</b> <b>Fax:</b> <b>Contact:</b>	

**COST OF WORK**

The Contract Price of the Work under this Purchase Agreement is: \$ 49,588

**SCOPE OF WORK:**

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

- ⌘ General Contract, dated June 18, 20 25
- ⌘ Specification No(s): \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_
- ⌘ Plans dated : \_\_\_\_\_
- ⌘ Addendum No(s): \_\_\_\_\_
- ⌘ Other: \_\_\_\_\_

The Scope of the Work and prices under this Purchase Agreement are for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM	EXTENSION
1	AC Unit	Replace the Air conditioning unit for the Waste Water Treatment plant laboratory	\$ 49,588 NOT TO EXCEED	\$ 49,588
			<b>TOTAL</b>	\$ 49,588

**NOTES:**

- The SCOPE OF WORK shall not be changed without written agreement between the Consultant/Vendor and the Owner. Payment is based upon the attached Schedule of values and reimbursables.
- No work beyond the SCOPE OF WORK shall be undertaken until written authorization is received from the Owner. Consultant/Vendor shall notify the Owner when the value of the Services performed equals eighty percent (80%) of the Contract Sum, at which point the Owner, Developer and Consultant/Vendor shall determine the time remaining on the Project for which Consultant/Vendor Services are or may be required, and the sufficiency of the Developer escrow account regarding payment for such Services.

**WARRANTIES and INDEMNIFICATION**

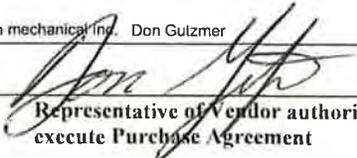
Consultant/Vendor agrees to employ the skill and efforts of a professional engineer in this area. CONSULTANT/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions attached hereto.

**THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE OWNER AND CONSULTANT/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.**

**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.

**CONSULTANT/VENDOR:**

Stanton mechanical Inc. Don Gultzmer  
 By:   
 Representative of Vendor authorized to execute Purchase Agreement

**OWNER:**

Village of Algonquin  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Dated: \_\_\_\_\_

## 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 Consultant/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, and in any event, shall be deemed accepted in its entirety by Consultant/Vendor unless the 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 the 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:** Consultant/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 as they relate to Consultant/Vendor's Services under this Purchase Agreement. Consultant/Vendor represents to the Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Consultant/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any act or representations of Consultant/Vendor, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Consultant/Vendor is responsible solely for its own and its employees' activities on the jobsite, but this shall not be construed to relieve the Owner or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of the Consultant/Vendor, nor the presence of the Consultant/Vendor or its employees and subcontractors, shall be construed to imply the Consultant/Vendor has any responsibility for the methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite by others.
- 5. Extra's and Change Orders:** No claim by Consultant/Vendor that any instructions, by drawing or otherwise, constitute a change in Consultant/Vendor's performance hereunder, for which Consultant/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of the Owner by a person have actual authority to do so.
- 6. Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect all Work performed or furnished by Consultant/Vendor. Notwithstanding any prior inspection or payment, all Work is subject to final acceptance by the Owner.
- 7. Taxes:** This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.
- 8. Payment:** The Owner will make partial payments to the Consultant/Vendor from time to time for Services performed by the Consultant/Vendor. Provided, however, in no event shall the Owner be obligated to pay Consultant/Vendor any sum that exceeds the Contract Price absent a written change order executed by the Owner. Consultant/Vendor shall invoice Owner monthly on a time and materials basis in the amount(s) and at the rate(s) set forth in the attached Schedule. Each invoice shall detail the dates worked, Services performed, and, where applicable, reimbursable expenses reasonably and directly incurred for such Services. Consultant/Vendor shall only be reimbursed for expenses shown on the attached Schedule. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Consultant/Vendor shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices in compliance with this Purchase Agreement shall be paid by the Owner to Consultant/Vendor within 60 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the Services. No additional costs of any kind may be incurred without the prior written consent of Owner.
- 9. Consultant/Vendor Warranty:** Consultant/Vendor warrants to perform the Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Purchase Agreement and in connection with the performance of such duties. All Services performed by Consultant/Vendor pursuant to this Purchase Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations, and shall conform to the *Village's 2006 Contractual Inspection Services Guide* and any specifications and drawings applicable to this Purchase Agreement.

**10. Insurance:**

10.1 Consultant/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its commercial liability insurance policies for Consultant/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. Consultant/Vendor shall furnish the Owner with a certificate of insurance and such other documentation (including a copy of all or part of the policy) at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Owner deems necessary to establish compliance with this provision.

10.2 Consultant/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 Consultant/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Consultant/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:** Consultant/Vendor hereby agrees to indemnify, and hold the Owner directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Consultant/Vendor, its agents, employees, subcontractors, successors and assigns. In any and all claims against the Owner or any of its agents or employees, by any employee of Consultant/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 Consultant/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant/Vendor assumes the entire liability for its own negligence, and as part of this Purchase Agreement waives all defenses available to Consultant/Vendor as an employer which limit the amount of Consultant/Vendor's liability to the Owner to the amount of Consultant/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

**12. Term and Termination:** The term of this Purchase Agreement shall commence as of the Effective Date and shall continue until the Project is completed or the Purchase Agreement is terminated by either party, or the value of the service provided by Consultant/Vendor has reached 100% of the Contract Sum. Notwithstanding the foregoing, either party may terminate this Purchase Agreement with or without cause at any time by providing written notice within a reasonable period of time prior to termination. In the event of a termination, Consultant/Vendor shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Consultant/Vendor be entitled to any additional compensation or damages in connection with a termination hereunder.

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

**14. Compliance With Laws:** During the performance hereunder, Consultant/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, the Owner shall not be responsible for monitoring Consultant/Vendor's compliance with any Laws or Regulations.

**15. Notices:** All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this 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.

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

**17. Assignment:** Neither party shall assign this Purchase Agreement without written consent of the other, which consent shall not be unreasonably withheld, except that Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Consultant/Vendor to the Developer/Owner (if any) identified in this Purchase Agreement.

**18. Limitation Of Liability:** In no event shall the Owner be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law.

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

**20. 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.

**CONSULTANT/VENDOR:**

Stanton Mechanical Don Gulzmer



07/02/2025

Date

**VILLAGE OF ALGONQUIN**  
**PURCHASE ORDER INSURANCE REQUIREMENTS**

A. At all times while providing, performing, or completing the Work, Contractor (Contractor/Vendor and Vendor/Consultant) shall maintain the following minimum insurance coverage in the form, and from companies, acceptable to Owner.

1. **Commercial General Liability Insurance**

Limits: Each Occurrence and in the Aggregate      \$1,000,000

Such insurance shall include completed operations, contractual liability and personal/advertising injury coverage. The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

2. **Commercial Automobile Liability Insurance**

Limits: Each Occurrence      \$1,000,000

3. **Workers Compensation/Employers Liability Insurance**

Limits: Coverage A      Statutory  
Limits: Coverage B      \$1,000,000

The policy will contain a waiver of subrogation clause in favor of the Village of Algonquin.

4. **Umbrella Excess Liability Coverage**       ***Required if an "x"***

Limits: Each Occurrence and in the aggregate      \$2,000,000

The policy will name the Village of Algonquin as an additional insured on a primary non-contributory basis.

5. **Professional Liability Coverage** *(required if professional services are being provided)*

Limits: Each Occurrence      \$1,000,000

The Contractor shall provide the Village with a copy of the professional liability insurance policy and any endorsements.

B. All insurance required of the Contractor shall state that it is primary insurance as to additional insureds with respect to all claims arising out of the operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.

C. All required coverage shall be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

D. Prior to commencing work under this Agreement, the Contractor shall furnish the Village with a copy of all certificates showing the minimum coverage in insurance companies acceptable to the Village. All Certificates of Insurance required to be obtained by the Contractor shall be provide coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final pay request. All Certificates of Insurance shall name the Village as additional insured as provided in these Requirements.

E. The Contractor agrees that the obligation to provide insurance as required is solely the Contractor's responsibility and cannot be waived by any act or omission of the Village, including, but not limited to:

1. allowing work by Contractor or any subcontractor of any tier to start before receipt of Certificates of Insurance; or
2. failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance received.

F. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.

G. Such insurance coverages and limits are minimums, and shall not be construed in any way as a limitation on the duty of the Contractor to carry adequate insurance or on Contractor's liability for losses or damages under this Contract.

H. The Contractor shall notify the Village, in writing of any possible or potential claim for personal injury or property damage arising out of the work of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the contractor.

I. The Contractor shall require every subcontractor of any tier, if any, not protected under the Contractor's policies, to maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor.

**Evidence of Insurance.**

1. Vendor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.
2. Failure of Owner to demand such certificate or other evidence of compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.
3. Owner shall have the right, but not the obligation, to prohibit Vendor or any of its independent contractors or subcontractors from entering the Project site or performing work required under this Agreement until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.
4. Failure to maintain the insurance required in this Schedule shall constitute an event of default under this Agreement and shall allow Owner to immediately terminate this Agreement at Owner's option.
5. If Vendor fails to maintain the insurance as set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance at Vendor's expense.
6. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner when requested.
7. Vendor shall provide Owner with 30 days written notice prior to the cancellation or material change of any insurance required under this Agreement.
8. Vendor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

**General Insurance Provisions**

1. No Representation of Coverage Adequacy. By requiring the insurance as set out in this Schedule, Owner does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities provided to Owner in this Agreement, or any other provision of the Contract Documents.
2. Cross-Liability Coverage. If Vendor's liability policies do not contain the standard separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
3. The insurance requirements set out in this Schedule are independent from other obligations of Vendor under this Agreement and apply whether or not required by any other provision of this Agreement.
4. Independent Contractor/Subcontractor's Insurance. Vendor shall cause each independent contractor and subcontractor employed by Vendor to purchase and maintain insurance of the type specified in this Schedule. When requested by Owner, Vendor shall furnish to Owner copies of certificates of insurance evidencing coverage for each independent contractor or subcontractor.

June 18, 2025

Village of Algonquin Public Works  
110 Mitchard Way  
Algonquin, IL 60102

Page 1 of 3

Re: Algonquin Wastewater Facility/Lab HVAC Unit Replacement

We are pleased to present our proposal for the heating, ventilation and air conditioning work for the above referenced project.

**Lab Room HVAC Replacement**

- Lock out power on condenser and make up air unit on roof.
- Disconnect electrical on makeup air unit and condenser.
- Disconnect gas and control wiring from makeup air unit.
- Reclaim freon from condenser and disconnect freon lines.
- Disconnect makeup air duct on roof and discard.
- Remove condenser and make up air unit from roof with crane.
- Supply and install new Captive Aire CAS-HVAC1-I.150-15-5T roof top unit with 130k BTU and 66,000 btu cooling.
- The new unit will be direct drive and have full modulation at 81% efficiency with stainless steel burner and heat exchanger.
- Supply and install new custom curb adapter from old unit to new unit.
- Reconnect gas line, drain line and low voltage to new HVAC unit.
- Supply and install new disconnect box for new unit on roof.
- Provide factory start up and commissioning of new unit.
- Start and test new system operation upon completion.
- All work to be completed during normal business hours.
- Any additional work required will be quoted to building engineer for approval.

Base value..... \$49,588.00

Note: Removal of old equipment from job site included. Price includes Stanton provided crane.

Village of Algonquin Public Works  
110 Mitchard Way  
Algonquin, IL 60102

Page 2 of 3

### **Exclusions**

Please note, we have excluded the following items:

1. Permits and permit fees and over time.
2. Asbestos abatement.
3. Power for new oven.
4. Structural engineering or modifications.
5. Patching, painting or decorating.

### **Installation Notes and Term and Conditions:**

-Our warranty applies to all material and labor furnished by us and is valid for one year. Equipment is covered by the manufacturer's warranties.  
-We reserve the right to revise or withdraw this quotation if not accepted within 30 days.  
-All debris resulting from our work will be removed from the premises, excluding asbestos/lead paint and/or any hazardous material.  
We thank you for the opportunity of submitting this quotation and hope to be of service to you.

### **Term and Conditions:**

Stanton Mechanical, Inc. ("Stanton") warrants equipment not manufactured by it only to the extent that Stanton can enforce liability against the manufacturer thereof. Equipment, machinery and purchased parts are not covered by Stanton's warranty and are only covered by the manufacturers' warranties, if any.

Stanton's only obligation shall be to furnish and install duplicate/replacement parts as provided herein. Stanton shall not be liable for defects arising from natural wear and tear, breakage or any defects caused by carelessness or negligence in operation or maintenance by Customer, its agents or employees, nor is Stanton responsible for any alterations made in the equipment by Customer without Stanton's prior written consent. Stanton's warranty is offered only to the original Customer and only becomes effective upon Stanton's receipt of full payment by Customer.

**STANTON'S WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITHOUT LIMITATION, INCLUDING SPECIFICALLY BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Village of Algonquin Public Works  
110 Mitchard Way  
Algonquin, IL 60102

Page 3 of 3

Stanton shall not be liable for any loss, damage or casualty that may be caused by or result from the operation or failure of operation of the equipment sold or serviced hereunder. Customer hereby acknowledges that no agreement, either expressed or implied, written or oral, to service or maintain said equipment has been made by Stanton, except as expressly provided herein, and that this Agreement contains the full and complete understanding as to the terms of sale or service, warranties related thereto, guarantee and payment of the purchase price.

Customer acknowledges that Stanton shall not be held liable because of any delay in delivery or installation, or replacement of duplicate/replacement parts as provided herein, caused in whole or in part by strikes, lockouts, labor troubles of any kind, delays of carriers, fire, water or the elements, war, rebellion or riot, act of God or delay, by others furnishing material, or any part(s) of the equipment or apparatus or from any cause whatsoever beyond Stanton's control. Customer agrees to insure the equipment against hazards including but not limited to fire and water at Customer's sole cost. Customer agrees to be responsible in any event of any loss or damage of the equipment by fire, water, theft or other casualty. Customer agrees to assign to Stanton upon request the proceeds of any insurance paid by reason of loss from any cause whatsoever to the equipment described herein. Stanton shall apply said proceeds to the balance due from Customer under this Agreement. Customer agrees that the equipment sold hereunder shall not be moved from the place and installation, without the prior written consent of Stanton. In the event that any levy or attachment is made, or any proceeding in bankruptcy is filled by or against Customer, or if Customer shall make assignment for the benefit of creditors or if any application for receivers shall be made for the business of Customer, or if the Stanton has reasonable grounds for insecurity, or shall fear diminution, removal or waste of the equipment sold hereunder, then, or in either event, Stanton may in its sole discretion and option declare the full amount of the unpaid purchase price immediately due and payable and Stanton may, without notice of liability, take possession of the equipment with or without process of law, wherever found. In the event that Stanton resells the equipment, such sale may be a public or private sale without notice at such places that Stanton may select.

Stanton Mechanical Inc.

*Donald Gutzmer*

Donald Gutzmer

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

By: \_\_\_\_\_



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

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

DATE: 07/03/2025

TO: Michael Kumbera, Assistant Village Manager  
Nadim Badran, Public Works Director  
Jason Schutz, Utilities Services Superintendent

FROM: Michael Reif, Internal Services Supervisor

SUBJECT: Purchase of New Water Meter Van

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Staff is recommending the purchase of a new Ford Transit 250 van to replace van #803 a 2015 Ford Transit Connect. This van has reached the end of its serviceable life with the village.

The van will be purchased through The Suburban Purchasing Cooperative's dealer Currie Motors of Frankfort Illinois for \$54,161. The upfit will be completed by Knapheide of McHenry Illinois for \$9,724. The total van price with up-fit is \$63,885. \$65,000 has been budgeted in the 25/26 FY budget for the purchase of this van.

# CURRIE MOTORS FLEET

# INVOICE

10125 West Laraway Rd  
Frankfort, IL 60423

Phone: 815-464-9200

Fax: 815-464-7500

[curriefleet@gmail.com](mailto:curriefleet@gmail.com)

**SOLD TO:**

Village of Algonquin

**QUOTE**

**SPC # 207**

INVOICE NUMBER	QUOTE
INVOICE DATE	
PURCHASE ORDER NO.	
SALESPERSON	Nic Cortellini
TERMS	COD
DELIVERY ETA	

**SHIPPED TO:**

Village of Algonquin

STOCK #	DESCRIPTION	VIN	AMOUNT
R2Y	2025 Ford Transit 250 Low Roof Cargo Van -148" Wheel Base		\$51,574.00
15C	Front Wheel Well Liners		\$ 269.00
545	Short Arm Heated Mirrors w/Turn Signal -NA w/65A/65B		\$ 145.00
43R	Reverse Sensing System		\$ 269.00
68H	Running Board		\$ 282.00
17B	Fixed Rear Door Glass w/Fixed Passenger Side Door Glass		\$ 387.00
16E	Vinyl Floor Covering Front/Rear-NAw/96D		\$ 223.00
85C	Vinyl Sun Visors w/ Illuminated Vanity Mirror		\$ 69.00
67E	Large Center Console w/Intergrated Shifter		\$ 178.00
91B	Wiper Activated Headlamps		\$ 28.00
43B	Back Up Alarm		\$ 169.00
15F	Full Rear Compartment Lighting		\$ 69.00
58V	AM/FM Stero, Bluetooth, SYNC 3, 4.0" Display		\$ 255.00
942	Daytime Running Lights		\$ 41.00
Exterior Color	Oxford White		N/C
Interior	Dark Palazzo Grey Vinyl		N/C
	License and Title (M-Plates)		\$ 203.00
FINANCE CHARGES will apply if the invoice is unpaid from <u>15 days</u> after delivery date of the vehicle. The "FINANCE CHARGES" are computed by a periodic rate of <u>1%</u> per month. The title application must be filed with Secretary of State within <u>30 days</u> or will be subject to a delinquent fee of <u>\$188.00</u>			SUBTOTAL \$ 54,161.00
			<b>PAY THIS AMOUNT</b> <b>\$ 54,161.00</b>

**X**

Accepted By

THANK YOU FOR YOUR BUSINESS!



Seller: Knapheide Truck Equipment Center Chicago  
 2600 W IL ROUTE 120  
 MCHENRY, IL 60051-4563  
 1 (815) 385-2600  
 www.knapheide.com

**QUOTE:**  
**QU-79-963761-2**  
**Quote Expiration:**  
**07/17/2025**

**Contact(s): Brett Wise (Outside Sales)**  
 bwise58@knapheide.com

**Brett Wise (Inside Sales)**  
 bwise58@knapheide.com

**Brett Wise**  
 bwise58@knapheide.com

**Customer: Algonquin, Village Of**

**ID:** 80528  
**Address:** 2200 HARNISH DR  
 ALGONQUIN, IL 60102-5995  
**Description:** Van Package Plumbing

**Phone:** 8476582700  
**Contact:** MIKE REIF  
**Contact Phone:** 8476581288  
**Email:** mikereif@algonquin.org

**Terms:** NET 30 DAYS  
**Bid Spec:**

**Quote Information:**

**Customer Request Date:**  
**Quote Completed Date:** 06/17/2025  
**Date:** 06/17/2025 11:01 AM CDT  
**# of Units:** 1

**Delivery Information:**

**Total Price Includes F.O.B.:**  
**Ship Via:**  
**Ship To:** Algonquin, Village Of  
 2200 HARNISH DR  
 ALGONQUIN, IL 60102-5995

**Vehicle Information:**

**Make:** Ford  
**Chassis Type:** Cargo Van  
**Rear Axle Type:** SRW  
**Fuel Type:** Gas  
**GVWR:** 8800

**Model:** Transit  
**Cab Type:** Low Roof  
**Drivetrain:** RWD  
**Transmission Type:** Auto

**Year:** 2025  
**Cab to Axle:** 0  
**Engine Size:** 3.5  
**Wheelbase:** 148

Description	Quantity	Total
KVE - Ford Transit 148" WB Low Roof Includes: (1) PRTN-FTL-KVE (33955879) ABS Partition with Window (1) 14x56x46 (35324494) Street Side Shelving Unit (1) 14x38x46 (35324587) Street Side Shelf Extension (1) 14x56x46 (35324494) Curbside Shelving Unit Van Shelving is Constructed Primarily of Galvanized Steel Each Shelf has a Load Rating of 200lbs	1.00	3,435.00
KVE Plumbing Service Package - Ford Transit 130" / 148" WB Low Roof Includes: (1) Drawer Unit 04 (1) Drawer Unit 20 (8) Shelf Dividers (1) Document Holder (1) Hook Strip (1) Storage Pocket (1) Bucket Holder	1.00	1,405.00
Double Drop Down Ladder Rack, RR-FT-78-KNPM (2) 78" Wide Crossbars Powder Coated White Aluminum for Ford Transit Low Roof Installed	1.00	3,376.00
C-Tech 4 Drawer Unit (2) 3" High Drawers (1) 5" High Drawer (1) 7" High Drawer Liner 250lb Capacity per Drawer Telescopic Top Shelf 2.5" High Riser Includes Mounting Kit	1.00	1,508.00

20" Wide x 17.5" Deep x 27.82" High Red Weight: 56lbs Installed		
<b>Total does not include any applicable taxes or transportation charges unless specifically noted herein:</b>	<b>Subtotal:</b>	<b>\$9,724.00</b>
	<b>Total:</b>	<b>\$9,724.00</b>

Customer PO

Total Price

**Credit Card Policy:** We accept MasterCard, American Express, Visa, and Discover cards for payment.

**Cancellation Policy:** All cancellation requests must be made in writing. Upon any request for cancellation, any costs incurred by Knapheide during the fulfillment of Orders placed pursuant to this Quote shall be paid at 100%. Payments for cancellation are due in full at time of cancellation and/or upon cancellation of installation. Quoted prices are only guaranteed for orders placed as of the date specified on the Quote unless otherwise stated herein.

**Payment Policy:** Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

**Pricing Policy:** All prices reflect the latest price in U.S. Dollars. Any order placed pursuant to this Quote shall be subject to these Terms and Conditions contained herein. These Conditions shall serve to exclude all other terms or conditions of purchase or other conflicting terms or conditions which may be issued, provided or referred to by Customer, all of which are hereby disclaimed or rejected, except insofar as any terms are expressly accepted in writing with an Authorized Knapheide Representative's written signature. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any deviation therefrom may result in price change. In addition, additional costs may be incurred in the process of fulfilling orders placed pursuant to this Quote and Knapheide reserves the right to adjust costs accordingly, including but not limited to, reprogramming fees, etc. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

**Return Policy:** All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Truck Equipment Center Chicago terms and conditions as stated above.

Customer Signature

Print Name

Title

Date

Dealer Code

Dealership

Location

VIN

If the chassis is customer supplied, Knapheide may require a chassis spec sheet



# Village of Algonquin

Police Department



-MEMORANDUM-

DATE: June 19, 2025  
TO: Tim Schloneger, Village Manager  
FROM: Dennis Walker, Chief of Police  
SUBJECT: Intergovernmental Mutual Aid Agreement – McHenry County

---

The Algonquin Police Department has long maintained strong professional relationships with surrounding agencies throughout McHenry County. These partnerships have enabled us to effectively combat criminal activity, share resources, and assist one another when needed.

To further enhance these efforts, we are seeking approval of a new Intergovernmental Agreement (IGA). This agreement establishes a pre-approved framework for both requesting and providing mutual aid, whether in emergency or non-emergency situations, among participating agencies.

The proposed IGA will replace the existing McHenry County Gang Task Force Agreement. Unlike the current agreement, which is limited to gang-related intelligence and investigative purposes, the new IGA broadens the scope of mutual assistance without such restrictions. It reflects a more flexible and practical approach to resource sharing and support.

In addition, the agreement aligns with the objectives we established with the Regional Training Center by offering our officers broader opportunities to gain experience across a range of scenarios. This collaboration strengthens our operational readiness and enhances service delivery to our communities.

By entering into this updated mutual aid agreement, all signatory agencies in McHenry County can take a more proactive and prepared approach to addressing both routine and critical needs.

I respectfully request consensus to move this item forward for Village Board approval.

**INTERGOVERNMENTAL AGREEMENT  
FOR COUNTYWIDE POLICE ASSISTANCE**

This Agreement is made and entered into this \_\_\_\_ day of June, 2025, by and between the undersigned Illinois Units of Local Governmental Entities, collectively referred to as “Parties”.

(A) Whereas, the Parties are authorized by the terms and provisions of 5 ILCS 220/5 *et. seq.*, to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking any of them could do singularly; and

(B) Whereas, the Parties mutually desire to sign this Agreement for the purpose of providing law enforcement services at events and equipment/vehicles, on an as needed and requested basis, within unincorporated and incorporated McHenry County, in accordance with the terms and conditions set forth below.

1. **Purpose of Agreement.**

A. The Parties recognize that, in certain situations, the use of police personnel, equipment and vehicles for execution of police duties outside of the boundaries of the units of local government in which such personnel are legally employed, is desirable and necessary to adequately preserve and protect the public health, safety and welfare of the residents of the communities served under this Agreement.

B. The Parties further recognize that by entering into this Agreement their law enforcement facilities, equipment and personnel may be temporarily augmented as necessary due to conditions which may require use of increased police resources.

2. **Definitions.**

A. “Police Service Aid” means police assistance including personnel, equipment or vehicles needed by the Requesting Party from one or more Responding Party for non-emergency aid.

B. “Requesting Party” is the Party requesting Police Service Aid.

C. “Responding Party” is a Party that responds to a request for Police Service Aid..

3. **Power, Authority and Compensation.**

A. Each Party authorizes and directs their respective police chief, sheriff or their designated subordinates, to render or request Police Service Aid to and from the other Parties of this Agreement to the extent of available personnel, equipment and vehicles not required for adequate protection of its own jurisdiction. In responding to such a request, the police chief or sheriff of the Responding Party shall exercise final judgment as to the number of personnel, equipment and vehicles to be provided to the Requesting Party.

B. Responding Party personnel providing Police Service Aid hereunder shall be under the direction and authority of the police chief, sheriff or their designee of the Requesting Party. Responding Party personnel shall have the same powers and authority as personnel of the Requesting Party.

C. Rendering Police Service Aid shall not be mandatory and the Responding Party should, as soon as practicable, inform the Requesting Party that assistance will not be rendered, if such is the case.

D. No Party shall be liable to another Party for a failure or refusal to render Police Service Aid or for the withdrawal of such assistance once furnished pursuant to this Agreement.

E. Police Service Aid rendered under this Agreement shall be rendered without charge unless the Requesting Party and Rendering Party agree otherwise on cash reimbursement or future service exchange.

4. **Non-Emergency Aid Request Procedure.**

A. Non-Emergency Aid: All Non-Emergency Aid requests shall be made in writing the Requesting Party's Chief of Police (or designee).

B. All Non-Emergency Aid requests shall include the following information, where possible:

Personnel Requests

- i) Type of request with description (event manpower, unplanned staffing shortage, special detail, etc.);
- ii) Coverage date(s) / time slots;
- iii) Number of officers per date/time slot;
- iv) Is cost reimbursable by the requesting party to the responding parties? (Yes/No); and
- v) Description of where, when and supervisor to report for duty.

Equipment Request

- vi) Equipment requested: (type: vehicles, radios, UTV, barricades, drone, command van, tent etc.);
- vii) Date(s) / time(s) needed;
- viii) Drop off / pick up instructions; and
- ix) Special instructions.

5. **Insurance.**

A. Each Party shall be responsible for maintaining for the duration of this Agreement its own insurance with respect to its liabilities to its employees or to third parties that may reasonably result from the performance of its lawful functions, including the performance of this Agreement. Such insurance shall be maintained through qualified insurers and/or a self-insured governmental risk pool, and shall provide, at a minimum, the following coverages and liability limits:

- i. Public Entity Liability, including but not limited to broad form general liability for personal injury, bodily injury and property damage, automobile liability for owned, non-owned and hired vehicles, public officials liability, and law enforcement liability; all such coverage shall provide contractual liability coverage for liability assumed in this Agreement and have limits of liability not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate; and
- ii. Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$1,000,000 for each incident.

B. The insurance required in this Agreement shall not include in the policy or any endorsements thereto any exclusion or limitations of contractual liability, any amendment of the insured contract definition or modification of the exception to the employers' liability exclusion or endorsements ISO CG 2139 or ISO CG 2426.

C. The Members agree that with respect to the above required insurance that:

- i. The Members shall provide each other with Certificates of Insurance evidencing the above required insurance, within thirty (30) days of commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- ii. The Members shall provide each other with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change in insurance coverage; and
- iii. Insurance Notices and Certificates of Insurance shall be provided to all of the Parties upon execution of this Agreement and upon written request thereafter.

6. **Employment Status and Liability.**

A. For all purposes under this Agreement, an officer or deputy that is employed by a Party and acting under color of this Agreement shall be and remain an employee of such Party, and shall not be considered an employee of any other Party, regardless of which Party is

commanding and controlling the action of the Responding Party officer(s) during a period of assistance.

B. Each Party shall be solely responsible for the payment of wages, health, welfare and pension benefits, worker's compensation, unemployment compensation, disability benefits, and all other benefits and payments resulting from the employment relationship. No Party shall be responsible for payment of worker's compensation, unemployment compensation, disability or death benefits, or any other employee benefits to any employee of another Party as a consequence of the performance of this Agreement.

7. **Waiver of Claims.** Each Party waives all claims against all other Parties to this Agreement for compensation for any loss, damage, personal injury, bodily injury, or death occurring to its respective personnel and/or equipment as consequence of the performance of this Agreement. Notwithstanding anything to the contrary in this Agreement, no Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents.

8. **Term, Withdrawal and Termination.** The term of this Agreement is indefinite and continuing until a majority of the Parties agree in writing to terminate it. At any time, any Party may withdraw from being a Party to this Agreement upon written notice of withdrawal to the other Parties, the effect of which shall terminate their rights, obligations and privileges under this Agreement. A Party that has withdrawn assumes no responsibility for the actions of the remaining Parties arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal. Withdrawal of a Party shall not affect the continuation of this Agreement as to any other Party not indicating an intention to withdraw as provided herein.

9. **General Terms and Conditions.**

A. No person shall illegally be excluded from employment rights or participation in, or be denied the benefits of, the program which is the subject of this Agreement on the basis of race, religion, color, sex, age, disability, or national origin.

B. It is understood and agreed that the entire Agreement of the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the Parties relating to the subject matter hereof. This Agreement may be amended by mutual consent of all of the then existing Parties with the same formality with which this instrument was executed.

C. The Parties may not assign, transfer or otherwise convey their rights or obligations under this Agreement without the prior written consent of all the Parties.

D. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as constituting a relationship of agency, representatives or employees for any purpose, or in any manner, whatsoever.

E. All notices permitted or required under this Agreement shall be transmitted via email to the address listed in the signature blocks below.

F. The laws of the State of Illinois shall control the interpretation of this Agreement.

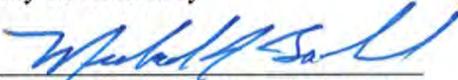
G. Each person signing this Agreement on behalf of one of the Parties agrees, represents and warrants that he or she has been duly and validly authorized to execute this Agreement on behalf of their Party.

H. Additional Parties may be added to this Agreement from time to time so long as they are McHenry County Units of Local Governments and sign an Addendum in the format attached hereto.

I. This Agreement may be executed in counterparts and shall be considered in effect after the final signature is provided below.

J.

County of McHenry

By:   
Michael Buehler, Chairman  
McHenry County Board

Date: 6-17-25  
Email: \_\_\_\_\_

McHenry County Sheriff Department

By:  6/17/25  
Robb Tadelman, Sheriff

Date: 6/17/25  
Email: RATADELMAN@MCHENRYCOUNTYILLINOIS

Village of Algonquin

By: \_\_\_\_\_

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

Village of Bull Valley

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Email: \_\_\_\_\_

Village of Cary

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Email: \_\_\_\_\_

City of Crystal Lake

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Email: \_\_\_\_\_

Village of Fox River Grove

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Email: \_\_\_\_\_

City of Harvard

By: \_\_\_\_\_

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

Email: \_\_\_\_\_

Village of Huntley

By: \_\_\_\_\_

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

Email: \_\_\_\_\_

Village of Johnsburg

By: \_\_\_\_\_

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

Email: \_\_\_\_\_

Village of Lakemoor

By: \_\_\_\_\_

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

Email: \_\_\_\_\_

City of McHenry

By: \_\_\_\_\_

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

Email: \_\_\_\_\_

Village of Oakwood Hills

By: \_\_\_\_\_

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

Email: \_\_\_\_\_

Village of Richmond

By: \_\_\_\_\_

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

Email: \_\_\_\_\_

Village of Hebron

By: \_\_\_\_\_

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

Email: \_\_\_\_\_

Village of Island Lake

By: \_\_\_\_\_

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

Email: \_\_\_\_\_

Village of Lake In The Hills

By: \_\_\_\_\_

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

Email: \_\_\_\_\_

City of Marengo

By: \_\_\_\_\_

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

Email: \_\_\_\_\_

Village of McCullom Lake

By: \_\_\_\_\_

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

Email: \_\_\_\_\_

Village of Prairie Grove

By: \_\_\_\_\_

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

Email: \_\_\_\_\_

Village of Spring Grove

By: \_\_\_\_\_

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

Email: \_\_\_\_\_

Village of Wonder Lake

City of Woodstock

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Z:\M\McHenryCityof\CountyWideIntergovernmentalAgmtPoliceAssist052925.docx

**Addendum to Intergovernmental  
Agreement for Countywide Assistance**

The undersigned Unit of Local Government of McHenry County, having fully read and understood the terms of the Intergovernmental Agreement to which this Addendum is attached as an exhibit, hereby represents the following:

- 1) It desires to be a Party to the Agreement upon execution of this Addendum; and
- 2) It agrees to fully abide by the terms and obligations of the Agreement.

\_\_\_\_\_  
Name of Local Government

By: \_\_\_\_\_

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

Email: \_\_\_\_\_