

**Village of Algonquin
Committee of the Whole
August 19, 2025
7:45 PM
Ganek Municipal Center
2200 Harnish Drive, Algonquin**

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

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 the Saint Vincent de Paul Walk for the Poor Public Event on September 13, 2025

4. General Administration

- A. Discussion of Draft Term Sheet for Festival Management Services
- B. Consider Purchase Agreement for Office Furniture Replacement with Rieke Interiors
- C. Consider the First Amendment of the Site Lease Agreement with T-Mobile Central, LLC for the Leased Premises Located at 740 Hanson Road.

5. Public Works & Safety

- A. Consider an Intergovernmental Agreement with McHenry County for Design Services Related to the Shared Yard Project
- B. Consider Agreements with Williams Architects for the Architectural Design and Christopher Burke Engineering for the Engineering Design of the Algonquin/McHenry County Shared Yard Phase II Design

6. Executive Session, if Required

7. Other Business

8. Adjournment



Village of Algonquin

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

AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	August 19, 2025
<u>SUBMITTED BY:</u>	Patrick M Knapp, AICP, Director Stephanie Barajas, Planner
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	St. Vincent de Paul; Walk for the Poor, Public Event License – September 13, 2025

ACTION REQUESTED:

Mark Minaglia, on behalf of the St. Vincent de Paul Society, is seeking approval of a public event license for the annual Walk for the Poor.

DISCUSSION:

The Walk for the Poor will take place on Saturday, September 13, 2025, beginning at 7:00 a.m. It will begin at St. Margaret Mary Church, head south on Hubbard St to the McHenry County Prairie Path Trail. From there, it will continue northwest on the trail, cross Main Street, then turn around under the bypass to return to St. Margaret Mary Church on the same route. The walk will only occur on the trail and sidewalks, so street closures are not required. There will be crossing guards at each intersection along the walk route. All the money raised will go to the St. Vincent de Paul treasury to assist families in need in Algonquin and Lake in the Hills.

Mr. Minaglia is also seeking a waiver of the Public Event License Fee of \$50/day.

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:

- Traffic shall not be impeded in any manner due to the walk;
- Residents along Hubbard Street shall be notified of the walk at least one week before the event;
- Final site and circulation plans are subject to review and approval by Village Staff and Fire as needed;
- 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;
- Public Event License Fees must be paid prior to the event, unless waived by the Village Board;
- 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:

- Exhibit A - 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: Walk for the Poor

Sponsoring Organization:

Name: St. Vincent DePaul Contact Name: Mark Minaglia
Address: 111 S. Hubbard St
City, State, ZIP: Algonquin IL 60102
Phone: [REDACTED] Email: [REDACTED]

Event Coordinator:

Name: Mark Minaglia
Home Address: 1140 Redwood Dr
City, State, ZIP: Algonquin, IL 60102
Phone: [REDACTED] Email: [REDACTED]

Event Information:

Describe the Nature of the Event: This is a 5K walk/run that will go from the Church through the neighborhood heading towards the bike trail. Once on the trail we will go through a short portion of the trail in

This is a 5K walk/run that will go from the Church through the neighborhood heading towards the bike trail. Once on the trail we will go through a short portion of the trail in Algonquin and turning around under the bypass and then going back to

New Event ☐ Repeat Event ☒ If repeat, will anything be different this year? _____

Event Address: S. 111 Hubbard St.

Date(s) and Time(s) of the Event: Sept 13th-Starting at 7am

Rain Date(s), if applicable: None

Set-Up Date/Time: 6:30 on the 13th

Maximum Number of Attendees/Participants Expected: 25-30

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): 100% of the proceeds goes to those in need throughout /

and Carpentersville. We provide assistance with utility bills, rent/mortgage, auto/insurance, etc.

Event Website: _____

Event Details:

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

None needed

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

Parking is in the church parking lot which has a couple hundred spaces.

We will need 25-30 spaces

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: _____

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

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

Name of on-site contact during the event (please print): MARK MINAGLIA

On-site contact's cell number: [REDACTED]

On-site contact's work number: SAME

On-site contact's home number: SAME

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.

[REDACTED]
Signature of Applicant

7-31-2025

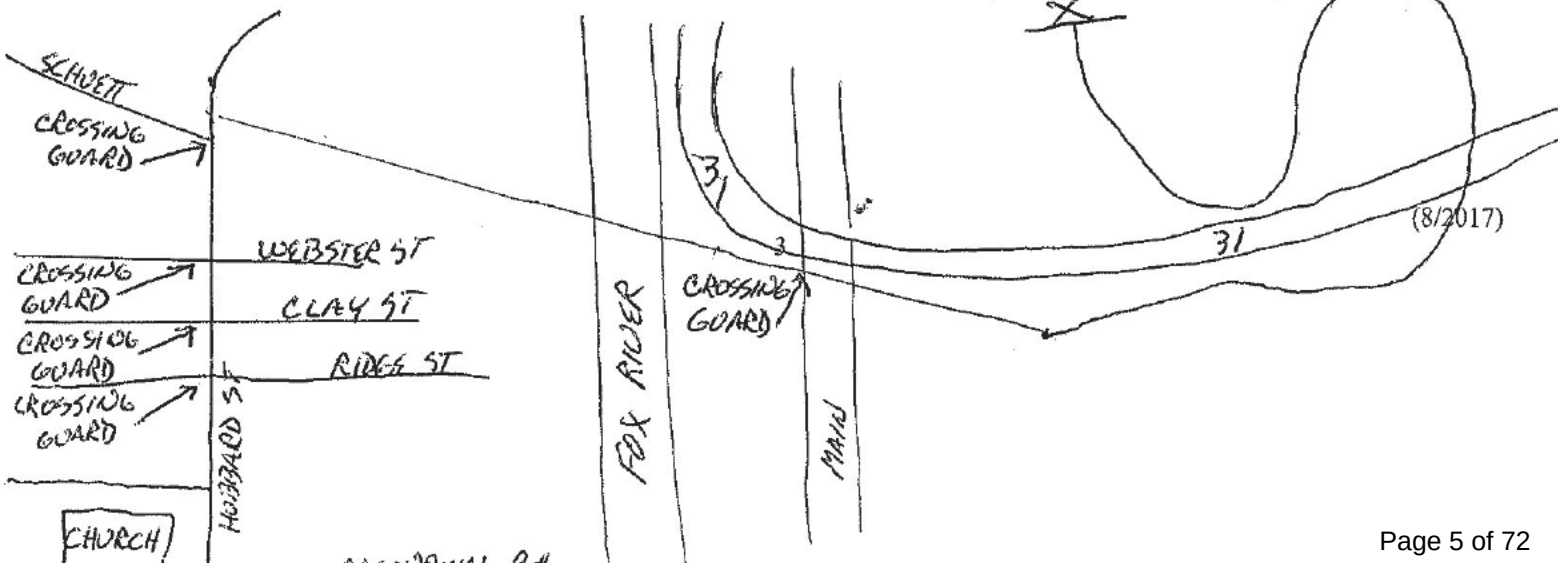
Date

MARK MINAGLIA

Printed Name of Applicant

EVENT PATH

STARTING AT THE BACK PARKING LOT AT ST MARGARET MARY. WE GO TO HUBBARD ST
+ WALK SOUTH PAST RIDGE (1 CROSSING GUARD POSTED) PAST CLAY ST (1 CROSSING GUARD POSTED)
PAST WEBSTER ST (1 CROSSING GUARD POSTED) TO SCHUETT ST (1 CROSSING GUARD POSTED)
FROM THERE WE WILL CONTINUE ^{THE} WALK ON THE McHENRY COUNTY PRAIRIE TRAIL GOING
WEST, THE WALK WILL CONTINUE OVER THE RIVER, PAST MAIN ST, ^(1 CROSSING GUARD) WE WILL WALK
JUST PAST 31 + THEN WE TURN AROUND + WALK BACK TO THE CHURCH





VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: June 3, 2025

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Deputy Village Manager/Chief Financial Officer

SUBJECT: *Draft Term Sheet – Festival Management Services*

The purpose of this item is to present the Village Board with a draft term sheet outlining the preliminary service scope, financial framework, and roles for professional management of a proposed community festival. Staff is seeking confirmation that the proposed direction aligns with Board priorities before preparing a formal agreement. Time is of the essence to secure resources, sponsorships, entertainment, and operational capacity for a potential summer 2026 event.

Background

Following prior Board discussions about hosting a professionally managed, multi-day community festival, staff engaged Chicago Special Events Management (SEM) to prepare a draft term sheet summarizing anticipated services, compensation, and operational responsibilities. This document is intended as a framework for further negotiations and is not a binding agreement.

Due to the limited lead time to plan, market, and execute a high-quality festival in 2026, staff have initiated a direct negotiation procurement process with SEM rather than a traditional competitive solicitation. This approach enables the Village to expedite decision-making while engaging a firm with proven large-scale festival experience, strong industry relationships, and the specialized capabilities necessary to meet the event's operational and financial objectives.

Term Sheet Overview

The draft term sheet includes:

- **Scope of Services:** Comprehensive logistical management, vendor coordination, entertainment booking, marketing and sponsorship solicitation, on-site operations, security planning, and post-event reporting.
- **Financial Structure:** Fixed management fee, commission percentages for sponsorships and vendors, and performance incentives tied to net revenue.
- **Operational Roles:** Clearly defined responsibilities for both the Village and SEM for planning, permitting, vendor/sponsor relations, and event execution.

- **Budget Controls:** Transparency provisions with Village approval required for reimbursable expenses exceeding 10% over budgeted amounts.

Board Direction Requested

Staff requests confirmation that the draft term sheet reflects the desired policy direction, specifically:

1. Support for a multi-day, turn-key festival model.
2. Acceptance of SEM's proposed scope of work and responsibilities.
3. Agreement with the financial framework and revenue-sharing provisions.
4. Alignment on the Village's role in planning and operations.

Upon receiving Board feedback, staff will incorporate any revisions into the term sheet and proceed to negotiate a detailed agreement for formal review and discussion at a future meeting.

C: Dennis Walker, Police Chief
Stacey VanEnkevort, Recreation Director
Vince Kilcullen, General Services Superintendent



Company Overview & Event Management Proposal for Algonquin Festival

Logistical Management & Execution | Administrative &
Consulting Services | Governmental Services | Labor Coordination

Chicago Special Events Management is full-service event production firm that includes on-site logistical management, public relations, graphic design, marketing, social media and interactive development and management, sponsorship sales and retail programs, vendor relations and management, Legal and governmental services, equipment, labor and other event related services. The company provides a professional team of specialists that structure events into effective operations to successfully meet the goals and objectives of our clients and their events.



a world of possibilities

2221 W. 43rd Street | Chicago, IL 60609
Hank Zemola, Founder & CEO
773-584-6623 | Hank@ChicagoEvents.com





Company Overview



ABOUT CHICAGO SPECIAL EVENTS MANAGEMENT

The company employs a full-time staff of forty-three people with specialized departments that assist, complement, and benefit the company's mission of event production and execution. In addition to our core staff, we employ a seasonal workforce of more than 150 people experienced in the implementation of event coordination.

The uniqueness of the company is exemplified by the fact that Special Events Management (SEM) is a responsive and innovative production/logistical organization that also includes experts in media, sponsorship, graphic design, public relations, web and social media services, event staffing and equipment services.

Our staff is divided into the following areas of expertise:

- Event Management & Logistics
- Volunteers & Staffing Services
- Media & Marketing Services
- Accounting Management
- Sponsorship Sales
- Music & Sound Production
- Graphic Design
- Social Media Services
- Public Relations
- Government & Municipal Permitting
- Entertainment Booking & Management
- Legal Services, Insurance & Risk Management

MANAGING EVENTS

SEM is a company with extensive internal resources and contractor relationships. SEM is a single resource for management and production and many of the services are required of any special event. SEM does not outsource services nor sub-contract to any other entity for the responsibilities of managing or producing an event for its clients. SEM owns and maintains much of its own equipment that includes, but is not limited to, the list below. For "goods" such as dumpsters, portable restrooms, tents, golf carts, etc., SEM maintains longstanding relationships with trusted and high-quality suppliers.

SEM owns the following equipment/resources used to service events through its Equipment Services:

- Computerized Ticketing Systems
- Kiosks
- Transportation Services
- Entrance Structures
- Crowd Control Barricades
- Snow Fencing
- Sound Systems
- Informational Signage
- Generators
- Traffic Equipment
- Directional Equipment
- Walkie-talkies
- Tables
- Chairs
- Coolers
- Emergency Command Vehicle
- Consumer Databases
- Staging
- Road Closure Barricades and Mitigators

In addition to the equipment needed to produce a festival, SEM also maintains a warehouse and distribution operations that allows for the receipt and storage of client and sponsor materials.



Event Planning



BUDGET/SPONSORSHIP/VENDOR SELECTION

- **Assign an Event Manager.** SEM will assign an event manager to the project who will be the project manager for the event throughout the event implementation process and execution. The manager is available for meetings and will work internally at SEM with other managers to help make your event successful. Senior management is always involved in each of our client's projects.
- **Create an Operating Budget.** The assigned event manager, the CEO, our production team, and accounting department will create an event budget in line with your goals and objectives. The budget will consist of each line-item expense necessary to support the event. Once a budget is created and approved by your organization, SEM will provide a complete financial accounting of the event expenses by providing a photocopy of each invoice from outside (third party) service providers, internal equipment invoices from SEM and for the event services to include, but are not limited to: goods and services, equipment, labor and permits. SEM agrees not to incur any individual reimbursable expense on Client's behalf more than 10% of the budgeted amount, without Client's prior approval.
- **Sponsorship.** SEM has five (5) full-time salespeople who will pitch your event to potential sponsors. SEM will place the event in its non-philanthropic pool of advertisers and marketing agencies nationwide that may want to promote its brands and services to your audience. The team will create a template that is consistent with your sponsorship program for the event.

Each year our team raises more than two million dollars in corporate sponsorship, which has been translated into long-term relationships with advertising agencies and field marketing companies. Most of our sponsorships are acquired from regional or national budgets, leaving the local businesses to focus on more local community needs.

- **Vendor Department.** This SEM department consists of three full-time staff members. The department works with over 1600 potential vendors annually attributing annual income of more than \$1.8 million in annual vending revenue. This department is supported by our interactive media marketing department who manages social media and web-based inquiries. This department is bilingual with a Spanish speaking coordinator.
- **Vendor Coordination.** SEM will set up an event vendor database, manage inquiries, review applications, place applicants into proper/appropriate categories, process exhibitor information, plan and package pre-event materials to be taken to the event site, coordinate supplies, place on-site vendors, set up a vendor review processes, send acknowledgment acceptance (or denial) correspondence to chosen applicants, maintain (if applicable) a "wait" list as well as process all reapplications, and manage the accounting of all income received from participating vendors.
- **Vendor Application.** SEM will create an online vendor application. This document will be a detailed event application that has more specific verbiage of rules and regulations, directions, conditions, available rental equipment, and an overview of the event.
- **Vendor Direct Mail.** SEM will use its database of 1,600 vendors that include arts, crafts, food, and beverage vendors to solicit participation. These vendors have been qualified through experience

and participation in the market during the past 35 years at our events. Vendor categories include crafts, art, retail, imports, handcrafted, antiques, food, and beverage.

ENTERTAINMENT

Musical Entertainment and Production Team. SEM's in-house music director works closely with all our event liaison(s) and our production team to secure talent for the event. Each year we secure over seven hundred entertainers for our thirty-five annual festivals. Our Music Director has 38 years of national talent experience working for Monterey International and managing Bud Guys worldwide tours.

SEM's music director has an intricate knowledge of musicians/entertainers and talent procurement budgets. In addition to these national relationships, SEM has an array of local resources to tap into an array of entertainment to make the event successful.

SEM's production team excels at talent management, stage production, sound engineering, stage lighting, entertainment rider negotiations, fulfillment, and execution. We have produced shows featuring top national, regional, and local talent at many of Chicago's largest festivals, institutional concerts, and national marketing agencies. SEM's music team has longstanding relationships with top industry professionals and state-of-the-art sound/stage equipment.

MARKETING/PROMOTION

- **Media Sponsorships, Advertising and Public Relations.** SEM can form media sponsorships (e.g., trade advertising) as part of our services. Each year our team works with every radio and media group in the market to leverage trade advertising that is converted into promotion for the event.

SEM's also forms "block" partnerships with Chicago radio stations to promote events which in turn allows radio stations to sell through into the events. SEM annually creates a radio book which lists all event opportunities that allow cross selling and increases the sales reach for the festival.

- **Website.** SEM will create a "mini site" within the SEM website to promote your event. Our site is interactive, listed by key words through search engines, and heavily visited by festivalgoers, the public and the media. Our website averages 350,000 visitors monthly.
- **E-Newsletter.** SEM's clients benefit from our electronic newsletter. It is sent weekly and reaches more than 60,000 "opt in" consumers. The event is included in the e-newsletter to both promote and help increase event attendance. SEM incorporates this weekly "e-blast" into its overall media plan that promotes the event.
- **Social Media.** SEM is highly active in the social media platform engaging with Facebook, Twitter, Snapchat, and Instagram as primary resource tools. Within our organization our marketing department creates engagement programs and contests that develop consumer engagement.
- **Graphic Design.** All graphic designs can be created in house. This allows us to make quick changes, add sponsors or add/update information as needed. SEM will create vendor advertisements for recruitment, a program book (if appropriate), posters, postcards, and other collateral materials including the design and for electronic media. All materials are subject to your review, input, and approval by the event's organization liaison with our event manager.

ADMINISTRATIVE PRE-PLANNING

- **Submit Permits and Insurance Applications.** Local government requires the process of applying for and securing permits to hold the event while obtaining the required insurance documents that are necessary by local ordinance. SEM on behalf of your organization will prepare a written request for permit applications to the appropriate municipal agencies for approval to stage the event. SEM will complete the necessary paperwork, correspondence, and follow-up to each department, as necessary. The SEM event manager will make all necessary presentations to the municipal departments as needed regarding the staging of the event.
- **Timeline.** SEM will develop a working timeline with scheduled deadlines for pre-event administrative and marketing initiatives, day-of event coordination, service orders, merchandise pickups and other related services related to the execution of the event. This timeline schedule will be used to meet all planning and execution deadlines.
- **Site Selection.** SEM will meet with your team to mutually develop a site plan. The SEM management team will work with all the municipal departments to review the proposed event site and obtain permission. Once a preliminary site is approved SEM will collaborate with your team to create a day of event list of activities and placements. All maps are created to allow the event the opportunity to maximize attendance and incorporate the efficiencies for vendor and sponsor placements.
- **Consultation.** SEM managers from all departments are available for general consultation on all aspects of the event upon proper notification and, if desired, will attend monthly committee meetings, as necessary. Consultation includes, but is not limited to:
 - Permits and Municipal Applications and Paperwork
 - Site Layouts
 - Site Development
 - Sound & Staging & Entertainment
 - Marketing
 - Social Media
 - Public Relations
 - Graphic Design
 - Sponsorships
 - Media Partnerships
 - Web Programs
 - Online Ticket Sales
- **Carnival.** SEM has long-term relationships with Carnival Company providers and will negotiate a carnival contract and manage the on-site placement and operations. SEM will manage all required permits needed to produce host a carnival to include state inspection, building and food permits as well as background checks.
- **Event Site Maps.** SEM will create an event site map and an overall layout locating the placement of key components of the various aspects of the event to include but not limited to: entrances; portable restrooms; main stage or stages; placement of sponsors or interactive displays; carnival area, medical services; and command center. The site map will be an overlay from Google Earth that will meet the requirements of local government.
- **Client Site Review.** Our event team will manage the execution of coordination and production for the event. Key members of our management team will meet with your team on-site to do a

site survey. At the site survey we will discuss the event coordination and public safety; parking; event area entrances; and emergency plans.

- **Event Coordination.** Event coordination is a subset of event coordination. The coordination of areas such as manpower check-in, a plan for pre-event and on-site needs, set-up of management roles, site plans, traffic control, sanitation placement, crowd control and movement.
- **Event Day Agenda.** As a double check list of all activities, SEM will create an event day agenda that outlines all the details for the day of event activities to include, but are not limited to: Delivery of Goods & Services; Equipment Set-up; Arrival of Staff; Time of Street Closures; Event Operations; Placement of Goods & Services; and Vacating the Event Site in accordance with the City of Chicago requirements.
- **Event Workers.** SEM has excellent resources and maintains an extremely large workforce that can be quickly and easily mobilized based on an event's needs. SEM will coordinate the labor force as needed to be used on-site for set-up, operational purposes, event cleanup and tear down. This workforce is trained annually on policies and procedures with an emphasis on customer service and consumer experience.

SERVICES

- **Security.** SEM maintains its own security services who are licensed, bonded, insured and knowledgeable about municipal policies and large event management of crowds that attend special events. Annually our security services work sixty special events and have the training and experience of big crowds and people management. Each year the team provides security services for the Chicago Cubs for all eighty-two home games and their large special event concerts. SEM will outline writing a security plan as required by local the Police Department.
- **Equipment.** SEM owns an extensive inventory of equipment to produce most types of special events. Our equipment services include tables, chairs, vehicles, walkie talkies, traffic equipment, staging, barricades, scaffolding, and trussing structures.
- **Goods & Services.** Each year, SEM bids out requests to multiple providers for goods and services that include portable restrooms, dumpsters, printing needs, ambulances, T-shirts, sound and communications, tents, tables and chairs, large generators and electrical services, lighting, and other related event related needs. Participating in more than 150 events annually allows SEM to secure general discounts for all goods and services. SEM will place all orders for goods and services based on the event budget. Purchase orders will be sent to the suppliers and subsequently, followed up by confirmation communication. In the situation where an item is requested and the cost has increased by more than 10% of the previously budgeted amount, SEM will request your organization's approval before proceeding with the order.
- **Accounting.** The SEM accounting department will oversee the expenses leading up to the event, on event day and during the post event wrap up period. SEM will create a chart of accounts that is related to the approved working budget. All income will be coded, posted, and credited to the event account. Our accounting department uses a purchase ordering system which allows audit trails of orders and verification for budget purposes.

At the event (on-site), SEM as an excellent on-site cash and credit card management system that manages and accounts for monies collected at booth the beer booths and gate entrances (if any). This highly efficient accounting management system provides the ultimate security of cash

management as well as creating a historical ledger for future references. It is built to avoid volunteers mishandling or potentially theft.

Post event, a copy of every original invoice is accompanied by the final budget to assure full transparency. Our overall event budget is broken into multiple spreadsheets which provides your organization with a total and concise breakdown of all income and expenses.

- **Liability and Event Insurance.** SEM prides itself in covering its clients with proper insurance. SEM will coordinate all the necessary information to ensure that the proper certificates of insurance for the appropriate municipal departments are covered. This includes an overall policy, third party provider's insurance and participation insurance from vendors.
 - The event policy obtained covers an amount of \$1,000,000 per occurrence with a \$3,000,000 aggregate in general liability. The parties agree that if Client obtains this coverage from an existing policy already held by the Client, the Client will add SEM as additionally insured to the policy and naming SEM as part of the event.
 - SEM maintains an insurance policy for money collection. This policy covers theft and loss of up to \$50,000 per occurrence. SEM maintains a collection procedure that is in accordance with our carrier. This theft and money collection policy is enforced only if SEM is collecting money on behalf of the Client, supervising activities and/or managing collections.
 - SEM maintains an auto policy for its workers as well as rental and company owned vehicles used at events. This policy covers general liability, collision and comprehensive.
 - SEM maintains an off-premises insurance policy that covers our clients up to \$100,000 for goods or equipment held by SEM for the client during transportation to and from the event, or in connection with the services provided by SEM for client.
 - SEM provides for its employees a comprehensive workman's compensation policy as required by the State of Illinois.
- **Post-Event Reports.** Post-event reports are prepared and included in the overall management fee. Reports consist of:
 - Financial Recap with copies of all bills/invoices
 - Accounting Recap from Day of Event Operations
 - Media Recap

EVENT SPECIFICS

- **Provide Management Staff onsite the Day of the Event.** SEM will provide management staff on-site to execute the event that includes logistical operations, stage management, vendor relations, vendor/product support and accounting.
- **Signage.** SEM owns an extensive amount of equipment that can be used at the event as well as creating additional signage as needed.
- **Staging & Sound.** SEM has expertise in concert production and will manage your staging and sound needs on site during the event. Our team uses the Stageline Stage Systems which are the highest quality of stage safety in the market. All sound speakers are Nexo or line array speakers which provide the highest quality of sound. Our slogan is that the final link between the audience and the entertainer is sound engineering.
- **Placing Goods & Services.** Our event management team will take responsibility for placing all goods and services including tent supplies and sponsorship placement.

- **Managing Event Vendors.** Our event manager, with assistance from our exhibitor relations department, will manage on-site vendors to include placement, set up and tear down including legally and safely accessing the event grounds.
- **Managing Third Party Providers.** Our team will manage and oversee as well as negotiate contracts and services, including the carnival company for all third-party providers.
- **Sponsor Banners.** Our logistical team and marketing department will merchandise the event area with the setup and placement of corporate and directional signage.
- **Crowd Control.** Our event manager will collaborate with our logistical teams to manage the consumer entry points as well as large gathering areas adjacent to the music or food areas.
- **Tear-Down.** Our managers will stay on-site during the event tear-down process. Our company policy is to never leave an event site until all items are removed, and the area is cleaned to required specifications.
- **Post-Event.** Our team will sort all items left over from the event and place them on pallets and shrink wrap the materials for return to your office or place in storage for the next event. Any items that are perishable that the organization does not want to retain will be routed to local community shelters.
- **Wrap-Up Meeting.** Special events are a work-in-progress. It is important that a wrap-up meeting is held within a few weeks after the event to discuss items that worked efficiently, and others that need to be changed, addressed, or improved.

EVENT DAY MANAGEMENT & STAFF POSTIONS

The primary event manager will oversee all day-to-day operations and procedures. The manager will delegate responsibility through staffing and site plans and keep constant communication with SEM's on-site management team. The following jobs are all part of the event execution:

Communications: The SEM staffing coordinator will account for all radio/telephone communications equipment and disperse walkie-talkies to key personnel and event staff.

In addition, SEM staff and key personnel will be used on event day to supervise these areas:

- Logistics Management
- Security
- Clean-up
- Entertainment/Stage Management
- Hospitality
- Transportation



Why Hire Special Events Management?

When you come to Special Events Management, you are not hiring a person or few people. You are hiring an organization with depth and experience. Our staff consists of nine event managers who are seasoned veterans who annually manage large project events. Complementing our event managers is a support team of managers that specialize in public relations, media, graphic design, production, entertainment, sponsorship sales and government/regulatory relations. Our staff is trained with expectations of professionalism.

Each year, during the first quarter, all staff (including event workers) attend a five (5) hour training class on customer service which is held at our facility. The class reinforces the importance of serving our customers (you, the Client), providing, and treating patrons/participants (our on-site customers) with courtesy. All workers are uniformed to establish a positive and groomed staff that is easily identifiable. In addition, our staff is well-versed in procedures related to management and emergency plans.

As a company, our philosophy has been built on the 3 Cs of success: Know Your Company, Costs and Competition.

- *Proudly, our services have continued to expand to make our company different from any other event producer in Chicagoland area and in the Midwest.* Our training is superior, and our people are passionate about their jobs and committed to our clients and customers. Being at the daily forefront of producing events has made our company and employees a cohesive unit that is logistically and intelligently outstanding. From our street clean-up crew to the person delivering products from upper management to security, we all share a vision of client satisfaction.
- *Cost of events continues to rise.* To offset any upswing in costs, as a company we continue to "work smarter." We develop better and more efficient methods of operations that not only save you money, but in turn help with your fundraising endeavors. There is no other company in our market that consistently delivers top fundraising dollars to clients like SEM.
- *Our competitors:* While there are new/upstart special events companies being formed every day, most have not found financial success. Each year we absorb several new events from other companies that have reached their limits of growth, or do not have the customer service commitment that SEM has demonstrated to its clients. In addition, SEM is the only full- service organization that offers, and has the knowledge needed, to execute large public events while providing a pleasant, inviting, and welcoming experience for consumers.

MANAGEMENT FEE

For the event management services and consultations outlined in this proposal, Chicago Special Events Management would require a \$17,500 management fee. 18% commission for any cash sponsor signed directly by SEM and approved by Client. A 10% commission for each participating vendor. Expenses mutually agreed and set forth into a working and approved budget. 10% bonus for all income raised over expenses.

All budgeted expenses agreed upon between the two parties and set forth into in a working budget which includes goods, services, equipment, supplies, and labor and is mutually agreed upon.

MUNCIPAL EVENT REFERENCES

Karen Hawk

Director of Parks and Recreation, Village of Lincolnwood
6900 N. Lincoln Avenue, Lincolnwood, IL 60712
847.745.4728
khawk@lwd.org

Rick Amos

Friend of Lake Forest
847-274-8861
rickamos15@gmail.com

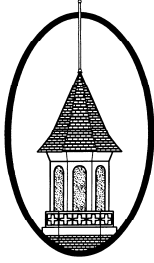
Hadley Skeffington-Vos ICMA-CM, SHRM-SCP

Deputy Village Manager, Village of Palatine
200 E. Wood Street, Palatine, IL 60067
847-359-9031
hskeffingtonvos@palatine.il.us



a world of possibilities

2221 W. 43rd Street | Chicago, IL 60609
Hank Zemola, Founder & CEO
773-584-6623 | Hank@ChicagoEvents.com



Village of Algonquin

General Services & Administration

– M E M O R A N D U M –

TO: Tim Schloneger, Village Manager

FROM: Amanda Lichtenberger
Deputy Chief Financial Officer

DATE: August 8, 2025

RE: GSA Front Office Furniture Replacement

Staff recommends the attached Rieke Furniture contract for replacement of all General Services & Administration front office furniture.

Rieke has previously completed successful furniture replacement projects for both the Police Department and Finance Department, replacing similarly failing systems. Based on these past experiences, we are confident in their ability to deliver a high-quality, long-lasting product that meets our expectations and needs.

This project was included in and approved as part of the FY26 budget to address the aging, original furniture in the Village's front office area. The existing cubicles and storage units have deteriorated to the point of being functionally inadequate and do not meet the current operational needs of the department. At this time, the existing product has been discontinued and therefore we are unable to find replacements for failing equipment.

In addition to replacing the over twenty-year-old furniture, this replacement will:

- **Modernize** the front office environment
- Provide **fully functioning, ergonomic workspaces** for current staff
- Add **two new workstations** to support future staffing needs, when applicable
- Include **additional storage** to support operational efficiency
- **Improve workflow** by reconfiguring the layout for better access & collaboration
- Ensure **full ADA compliance** for employees and the public

The design was developed in coordination with staff input to ensure it aligns with actual work needs and provides a comfortable and functional workspace.

Staff recommends the approval of this contract for the price of **\$118,995**, which agrees with the budgeted funds of \$119,000 for FY26.

VILLAGE OF ALGONQUIN
 Date: 7/31/2025
 Proposal Valid for 30 Days

Sales: ERINN CHECCHI



Ship To:
 VILLAGE OF ALGONQUIN
 2200 HARNISH DR.
 ALGONQUIN, IL 60102

Furniture Proposal

FRONT OFFICE				
Item	Qty	Unit Cost		Extended
RIEKE WORKSTATION A	4	\$	8,135.00	\$ 32,540.00
RIEKE WORKSTATION B	2	\$	6,585.00	\$ 13,170.00
REMOVAL OF LARGE TACK BOARD - APPROX. \$1,000.00 LESS PER WORKSTATION				
RIEKE BEVERAGE CENTER	1	\$	5,660.00	\$ 5,660.00
RIEKE WORKSTATION C	2	\$	6,475.00	\$ 12,950.00
RIEKE TRANSACTION WINDOW/STORAGE	1	\$	10,195.00	\$ 10,195.00
RIEKE WORKSTATION D	2	\$	5,885.00	\$ 11,770.00
RIEKE WORKSTATION D - TALL STORAGE	1	\$	4,820.00	\$ 4,820.00
RIEKE WORKSTATION D - DESK HEIGHT STORAGE	1	\$	6,045.00	\$ 6,045.00
NOVO TASK CHAIR	14	\$	570.00	\$ 7,980.00
WORKSTATION PACK A AND B				
RIEKE ELECTRICAL	6	\$	250.00	\$ 1,500.00
Subtotal:				\$ 106,630.00
BACK OFFICE				
Item	Qty	Unit Cost		Extended
RIEKE CLD STORAGE UNIT	2	\$	1,100.00	\$ 2,200.00
RIEKE 3 DRAWER LATERAL	1	\$	1,145.00	\$ 1,145.00
Subtotal:				\$ 3,345.00
Net Subtotal:				\$ 109,975.00
NON-UNION DELIVERY & INSTALLATION DURING NORMAL BUSINESS HOURS				\$ 9,020.00
TAX EXEMPT				\$ -
Project Total:				\$ 118,995.00

Notes: CLIENT TO TEARDOWN AND REMOVE EXISTING PRODUCT PRIOR TO INSTALLATION - TRANSACTION COUNTER AND STORAGE
 PRICING IS SUBJECT TO CHANGE. NEED TO VERIFY SITE CONDITIONS AFTER DEMO.

The prices quoted in this proposal are based on current costs as of the date of issuance. Due to market fluctuations and unforeseen economic conditions, Rieke Interiors reserves the right to adjust pricing in the event of significant tariff variations. Any such adjustments will be communicated in writing and agreed upon.

Accepted by Client: _____ Date: _____
 (Signature indicates you are an authorized Company representative)

Furniture Proposal

TERMS & CONDITIONS AGREEMENT

COMPANY: VILLAGE OF ALGONQUIN

TOTAL AMOUNT OF QUOTE: \$118995

The following conditions must be satisfied prior to order processing or scheduling the project installation:

- **A 50% down payment is required at the time of signing.**
- **ALL ORDERS UNDER \$5,000.00 MUST BE PAID IN FULL PRIOR TO ORDER PROCESSING.**
- The official installation date cannot be confirmed until all project revisions are finalized and signed off on.
- Signed/Dated **Quote** and **Terms & Conditions** documents.
- Any approved custom **drawings including signatures on each page.**
- Final color and finish selections.
- Final measurements are from drywall. The official installation date is established once final field measurements are completed. Installation is a **minimum 4 weeks** from date of final field measurement.
- Rieke Interiors is not responsible for irregularities, or abnormalities, in structural attributes that prevent symmetrical installation of our products. Changes, repairs, or adjustments may result in new charges and are the sole responsibility of the client.

FULL PAYMENT OF OUTSTANDING BALANCE DUE ON DAY OF DELIVERY

Rieke Interiors accepts all major credit cards. A 3% surcharge will be applied to all credit card charges to cover the additional cost of credit card fees.

30-day past due balances are subject to a 1.5% monthly finance charge and voiding of product warranty. Any items that require correction will be promptly addressed under the terms of:

Rieke Interiors Product Warranty

All Rieke manufactured product installed by Rieke or a Rieke Certified Installer carries a lifetime warranty, exclusive of normal wear and tear.

Further Terms and Conditions

1. All scheduling changes will incur a minimum \$500.00 charge per day of planned install if made less than 48 hours in advance of scheduled delivery. An email reminder is sent approximately one week prior to the project installation appointment. **X** _____
2. If, upon arrival to customer site, we cannot perform the installation due to site circumstances or the installation is delayed due to site circumstances, a minimum charge of \$500.00 per day of planned install will be applied. **X** _____
3. All costs (labor & material) incurred due to cancellation of client order(s) are billable and solely the client's responsibility.
4. Unless otherwise stated, price is based on one (1) complete one-time installation -- phasing will involve additional charges.
5. Installation to be performed during non-overtime hours (Monday-Friday 7:00 a.m.- 4:00 p.m.) unless otherwise pre-arranged/quoted, with free use of lifts and elevators. If an elevator is not available at the time of the scheduled installation, delivery may be postponed, and additional delivery and installation charges WILL be charged to the client (see #2).
6. All custom-order product manufactured/purchased according to Client's project specifications is FINAL WHEN ORDERED and is NON-RETURNABLE. The Client will be charged in full for custom-order product even if an order is cancelled prior to installation. **X** _____
7. All electrical to be handled by a Certified Electrician. All electrical connections must be complete and work area free from any trade activity.
8. Unloading and installation areas must be clean and clear.
9. All work requested of Rieke installers (other than stated in client quote) will be quoted and charged separately.
10. A *Certificate of Insurance* is available upon request for coverage of product delivery and installation. When riders or additional coverages are required, all charges are a client responsibility.
11. All permits required are a client responsibility.
12. For any back-ordered items, client may withhold final payment pertaining only to those specific items until such items are delivered.
13. Any changes after signing this "Terms & Conditions Agreement" will be subject to charges and changes to lead times.
14. Photo/Testimonial Release: I hereby irrevocably authorize Rieke Interiors to copyright, publish, reproduce, exhibit, transmit, broadcast, televise, digitize, display, otherwise use, and permit others to use all images and testimonials of purchased office furnishings, logos, and design components, in any manner, form, or format, whatsoever now or hereinafter created, including on the internet, and for any purpose, including, but not limited to, advertising or promotion of Rieke Interiors products and services, without further consent from or payment to me.
15. This "Terms & Conditions Agreement" shall take precedence and prevail over any other agreement(s).

By signing this "Terms & Conditions Agreement" Client accepts above-referenced quote and ALL terms and conditions as written.

Accepted by Client: _____ Date: _____
(Signature indicates you are an authorized Company representative)

Please Print Name: _____



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

– M E M O R A N D U M –

DATE: August 14, 2025

TO: Tim Scholoneger, Village Manager

FROM: Michael Kumbera, Deputy Village Manager/Chief Financial Officer

SUBJECT: *T-Mobile Site Lease Agreement Amendment | Hanson Water Tower*

This amendment extends the current lease with T-Mobile for the communications facility at 740 Hanson Road by adding three (3) automatic five-year renewal terms, unless terminated by T-Mobile with 120 days' notice. It authorizes facility upgrades (subject to required permits) without additional consideration, sets a flat \$50/hour personnel rate during normal business hours, and maintains the existing 4% annual rent increase during renewal terms.

The Village will also receive a one-time payment of \$10,000 within 60 days of the amendment's effective date.

Recommendation

Staff recommends approval of the First Amendment to the Site Lease Agreement with T-Mobile Central LLC as presented.

FIRST AMENDMENT TO SITE LEASE AGREEMENT

This First Amendment to Site Lease Agreement (the "**First Amendment**") is effective as of the last signature below (the "**Effective Date**"), by and between the Village of Algonquin, an Illinois municipality ("**Owner**"), and T-Mobile Central LLC, a Delaware limited liability company ("**Tenant**") (each a "**Party**", or collectively, the "**Parties**").

Owner and Tenant entered into that certain Site Lease Agreement dated March 3, 2009, (the "**Agreement**") regarding the leased premises ("**Premises**") located at 740 Hanson Road, Algonquin, IL 60102 (the "**Property**").

For good and valuable consideration, Owner and Tenant agree as follows:

1. Section 2 of the Agreement is hereby amended by adding the following sentence: At the expiration of the Agreement, the term of the Agreement will automatically be extended for three (3) additional and successive five (5) year terms, each included as a Renewal Term provided that Tenant may elect not to renew by providing Owner at least one hundred and twenty (120) days' notice prior to the expiration of the then current Renewal Term.
2. Section 4 of the Agreement is hereby amended by adding the following sentence: Owner consents to allow Tenant to complete upgrades and additions of the Communications Facility on the Premises for no additional consideration, in compliance with required permits.
3. Section 5 of the Agreement is hereby amended by replacing one sentence with the following: Tenant will be billed a flat fee of Fifty and 00/100 Dollars (\$50.00) per hour (during normal business hours) to cover personnel costs.
4. For the avoidance of doubt, during each of the additional Renewal Terms added by this First Amendment, Tenant shall continue to pay Rent in accordance with Section 3 of the Agreement, including annual four percent (4%) increases.
5. In consideration of the Agreement and this First Amendment, Tenant shall pay Owner a one-time fee of Ten Thousand and 00/100 Dollars (\$10,000.00). This payment is to be made within sixty (60) days of the Effective Date of this First Amendment.
6. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Owner or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ CH76363A

If to Owner:

Village of Algonquin – Village Hall
2200 Harnish Drive
Algonquin, IL 60102

7. Tenant and Owner will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
8. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Agreement, the terms and provisions of this First Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.
9. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this First Amendment will legally bind the Parties to the same extent as originals.
10. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment. Owner represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of First Amendment. If Owner is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Owner is solely responsible for all commission, fees or other payment to Agent and (b) Owner shall not impose any fees on Tenant to compensate or reimburse Owner for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this First Amendment or any future amendment.
11. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

Owner:

Village of Algonquin, an Illinois municipality

By: _____

Print Name: _____

Title: _____

Date: _____

Tenant:

T-Mobile Central LLC, a Delaware limited liability company

By: DocuSigned by:
Elisabeth Boyer
095E6994BFA4480

Print Name: Elisabeth Boyer

Title: Sr. Manager, Procurement

Date: 8/5/2025



Site Lease Agreement

This Site Agreement ("Agreement") entered into this 3rd day of March, 2009, ("Effective Date") by and between the Village of Algonquin, an Illinois municipality ("Owner"), whose address is 2200 Harnish Drive, Algonquin, in the Counties of Kane and McHenry, Illinois and T-Mobile Central LLC, a Delaware limited liability company ("T-Mobile" or "Tenant"), having an address at 2001 Butterfield Road, Suite 1900, Downers Grove, 60515 provides for the granting and leasing of certain property interests on the following terms.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY:** The Owner hereby leases to T-Mobile space on the Owner's water tower ("Tower") and ground space located near the intersection of Westbury Drive and Hanson Road within the Village of Algonquin for the installation and operation of T-Mobile's wireless telecommunications equipment, including antennas and necessary ancillary facilities ("Communications Facility") for the provision of T-Mobile's communication services and Owner grants a license to T-Mobile over the Owner's real property adjacent to the Tower for access for ingress and egress to the Communications Facility and to utility lines to the extent said lease and license are depicted on the Site and Building Plans attached hereto and incorporated herein as Exhibit A (collectively the "Premises"). The licenses granted herein with respect to access shall have the same term as this Agreement and shall be irrevocable other than as specifically set forth herein during such time. The Tower and surrounding real property are legally described in Exhibit B, attached hereto and made a part hereof. Within a reasonable time after completion of the installation of the Communications Facility, or any part thereof, upon the Tower, Owner shall perform an inspection of the Tower and notify T-Mobile in writing of any alleged damage resulting from such installation. In such event, T-Mobile agrees to meet with Owner within thirty (30) days of receipt of said written notice to evaluate such claim and the parties agree to diligently work to determine a course of action to repair any damage caused by T-Mobile satisfactory to both parties.
2. **TERM:** The initial term of this Agreement shall be five (5) years ("Initial Term"), commencing on the date T-Mobile begins construction or twelve (12) months after the date of the full execution of this Agreement ("Commencement Date") and terminating on the last day before the fifth annual anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided hereinafter. This Agreement shall automatically be extended for three (3) successive five (5) year terms (the "Renewal Terms") on the same terms and conditions as set forth herein, unless either party notifies the Village in writing of its intention not to renew at least one-hundred twenty (120) days prior to commencement of the succeeding Renewal Term.
3. **RENT:** T-Mobile shall pay to Owner Twenty Six Thousand and 00/100 Dollars (\$26,000.00) as a one (1) time capital contribution which shall be used by the Owner to offset the cost of painting and maintenance of Hanson Water Tower. In addition, so long as Owner provides T-Mobile with an invoice and supporting documentation evidencing the costs incurred for the specified services rendered, T-Mobile shall pay Owner's actual costs incurred in connection with this Agreement, including, but not limited to its reasonable attorney's fees and costs not to exceed Four Thousand and 00/100 Dollars (\$4,000.00), as well as engineering review fees and costs not to exceed Eight Thousand Five Hundred and 00/100 Dollars (\$8,500.00). T-Mobile will reimburse Owner for these actual costs within twenty (20) days after its receipt of Owner's invoice(s) together with reasonable supporting documentation. Further, the one (1) time capital contribution shall be due and payable to the Village within twenty (20) days after receipt of the building permit. Beginning on the Commencement Date, T-Mobile shall pay Eighteen Thousand and 00/100 Dollars (\$18,000.00) ("Rent") in advance in annual installments to the Owner. The first payment shall be due within twenty (20) days following the Commencement Date and thereafter on the annual anniversary of the Commencement Date throughout the Initial Term and any Renewal Terms. Rent shall increase by four (4) percent of the Rent in effect immediately prior to the adjustment date on each annual anniversary of the Commencement Date.
4. **USE:** T-Mobile may use the Premises for the purpose of installing, repairing, removing, replacing, maintaining, and operating the Communications Facility in accordance with the Site and Building Plan depicted on Exhibit A. Any enhancing or upgrading of the Communications Facility by T-Mobile must be mutually agreed upon in writing by the T-Mobile and Owner and Owner's agreement shall not be unreasonably withheld, conditioned or delayed..
5. **ACCESS:** Owner shall provide T-Mobile's employees with access to the Premises during the Algonquin Public Works Department's normal working hours, Monday through Friday, 7:00 a.m. to 3:30 p.m. with twenty-four (24)

hour advance telephone notice at 847-658-2754. Additional hours for access for scheduled and/or routine maintenance may be arranged at the agreement of both parties. Access to the Premises by T-Mobile must be supervised by an authorized employee of the Village of Algonquin, per the direction of either the Village's Public Works Director, Assistant Public Works Director, Utilities Superintendent, or Chief Water Operator. T-Mobile will be billed a flat fee of Forty and 00/100 Dollars (\$40.00) per hour (during normal business hours) to cover personnel costs. Access required for after hours emergencies by T-Mobile shall be directed to the Village's police emergency dispatch (non-emergency number: 847-658-4531), who will contact the Public Works on-call manager. Upon such telephonic notice, T-Mobile shall have prompt access in the event of an emergency or other service affecting condition provided that all overtime costs incurred by the Village as a result of an after-hours call-out by T-Mobile, to be billed at actual cost plus ten (10) percent, shall be paid by T-Mobile. T-Mobile, its agents, and contractors, are also granted the right to access the Premises, adhering to the aforementioned supervision and cost requirements of the Owner, and conduct such studies, at T-Mobile's expense, as T-Mobile deems necessary to determine the Premises' suitability for T-Mobile's Communications Facility. These studies may include, but are not limited to, surveys, soil tests, environmental assessments, and radio wave propagation measurements. Owner shall provide T-Mobile with specifications, plans and information with respect to the Tower and the Premises so long as the specifications, plans, and information exist and are readily available to the Owner.

6. CONSTRUCTION:

- a. T-Mobile shall deliver to Owner all plans and specifications for the Communications Facility for Owner's review and approval which shall not be unreasonably withheld, conditioned or delayed. Owner shall have a reasonable time, not to exceed thirty (30) days, after receipt of the plans and specifications in which to perform its review and provide written approval or comments to T-Mobile, unless additional documentation or additional information is needed by Owner, in which case, the thirty (30) days period will be extended.
- b. Additionally, Owner hereby grants to T-Mobile, its successors, licensees, and assigns, for so long as T-Mobile operates its Communications Facility located on the Premises, a nonexclusive Construction License in, on, along, through and across that portion of Owner's Property adjacent to the Premises (the "Construction License") in that area that is within the leased area of the Premises as indicated on Exhibit A, as reasonably necessary for the purpose of operating, maintaining, repairing, relocating, replacing, upgrading and removing the Communications Facility ("Work"). Owner also hereby grants and conveys to T-Mobile, its successors, licensees, and assigns, to the extent reasonably necessary for T-Mobile's performance of the initial installation of the Communications Facility, the temporary right and privilege to store materials, tools, machinery, equipment, and excavated soil ("Material") required for the initial installation for up to thirty (30) days from the date installation begins. Temporary storage of materials after the said thirty (30) days shall be in accordance with Section 6C of this Agreement. In addition, T-Mobile may store materials needed for painting or for conducting major repairs once a year (unless otherwise approved by the Village Public Works Director), for up to sixty (60) days from the date said painting or major or major repair begins. Said sixty (60) days may be extended upon approval of the Village Public Works Director, which approval shall not be unreasonably withheld, conditioned or delayed. Prior to storing any such materials, T-Mobile shall obtain Owner's approval of specific storage locations. This approval shall not be unreasonably withheld. Notwithstanding the foregoing, Owner expressly reserves to itself, its lessees, licensees, grantees, successors and assigns, the right to use the Construction License area, so long as such use does not obstruct or interfere with the license rights granted to T-Mobile herein. T-Mobile agrees to restore, at its sole cost and expense, the Construction License area to its former condition or better after each use by T-Mobile of the Construction License area. Furthermore, the parties hereto agree that upon the termination of the License Agreement, the Construction License granted and conveyed herein, shall be coterminous with this Agreement and shall cease and terminate.
- c. The installation of T-Mobile's Tower equipment, including but not limited to antennas and handrail, shall be substantially completed prior to April 15, 2009 as to not interfere with scheduled maintenance of Tower in April 2009. On or before April 15, 2009, T-Mobile shall immediately remove all materials, tools, and machinery to allow for Owner's contractor to perform maintenance on Tower. Once the materials, tools, and machinery have been so removed, T-Mobile shall refrain from entering the Premises until receiving notice from the Owner that the maintenance is completed and that T-Mobile may resume construction, as provided in this subsection. T-Mobile may temporarily store a reasonable amount of materials at another Village facility upon approval of the Village's Public Works Director. Prior to storing any such materials, T-Mobile shall obtain Owner's approval of specific storage locations. This approval shall not be unreasonably withheld. The Owner shall advise T-Mobile within thirty (30) days from the completion of Tower maintenance to resume construction of T-Mobile's Communication Facility. Upon receiving such notice from Owner, T-Mobile will have thirty (30) days to

complete all outstanding construction on the Premises. The Owner shall inspect the premises to ensure compliance with the specifications set forth in the documentation provided with the building permit application for the said premises. Owner will provide T-Mobile with punchlist(s) itemizing any outstanding items, at which time T-Mobile will have thirty (30) days to complete the repairs to specification. Owner may, at T-Mobile's expense, complete any outstanding items that remain one-hundred eighty (180) days after the initial construction start date. T-Mobile will reimburse Owner for these actual costs within twenty (20) days after its receipt of Owner's invoice and supporting documentation detailing the work completed and the associated charges therefor.

7. **TAXES:** Owner represents and warrants that it is exempt from real estate and other taxes. In the event that Owner loses its tax exempt status, Owner shall pay when due all real property taxes for the Property. T-Mobile shall be solely responsible for and shall timely pay all personal property taxes assessed directly against the Communications Facility. T-Mobile's obligation to pay said taxes in connection with T-Mobile's occupancy of the Premises shall survive the termination of this Agreement, including any and all extensions thereof. T-Mobile shall timely pay and provide proof of payment of said taxes to the Village within thirty (30) days from the Village's written request. T-Mobile shall have the right, at its own expense and without expense to the Village, to contest by appropriate proceedings, conducted with due diligence and in good faith, the validity of the amount of any taxes or reassessment as applicable to the Premises, Communications Facility or T-Mobile's Improvements. In the event that the Village becomes aware of any tax delinquency and that the delinquency is not remedied by T-Mobile, the Village shall provide T-Mobile with written notice of the delinquency and T-Mobile shall pay any outstanding taxes within twenty (20) days of its receipt of Owner's notice.
8. **UTILITIES:** T-Mobile shall have the right to install utilities, at T-Mobile's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators or alternative power sources) with Owners advanced permission through the Village permitting process. All cost and expense directly associated with utility and other services to the Communications Facility shall be T-Mobile's responsibility and shall be paid at the rate charged by the servicing utility provider. Owner agrees to cooperate with T-Mobile in its efforts to obtain utilities from any location provided by Owner or the servicing utility. T-Mobile shall cause all its utilities to be either separately metered or sub-metered and the Village shall not be liable for such charges.
9. **PERSONAL PROPERTY AND REMOVAL OF COMMUNICATIONS FACILITY:** T-Mobile agrees to remove its Communications Facility and equipment from the Premises within thirty (30) days from the expiration or termination of this Agreement and the Premises shall be restored to the same condition as they existed as of the date of the full execution of this Agreement, reasonable wear, tear and casualty not caused by T-Mobile excepted. The Communications Facility and equipment shall remain the personal property of T-Mobile, and shall not be deemed to be permanently attached or affixed to the Premises. The maintenance and removal of the Communications Facility and equipment shall be the sole responsibility of T-Mobile.
10. **INSURANCE:**
 - a. T-Mobile shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with T-Mobile's operation and use of the Premises. The cost of such insurance shall be borne by T-Mobile. Coverage shall include, but shall not be limited to the following:
 - i. Broad Form Commercial General Liability Coverage;
 - ii. Workers' Compensation Insurance as required by state statute and Employers Liability Insurance;
 - iii. T-Mobile shall maintain limits of no less than:
 1. Commercial General Liability: \$5,000,000.00 combined single limit per occurrence for bodily injury, personal injury or death and property damage;
 2. Workers' Compensation and Employers Liability: Workers Compensation limits as required by state statute and Employers Liability limits of \$1,000,000.00 per accident and \$1,000,000.00 for disease.
 - b. The Owner is to be named as an additional insured with respect to liability arising out of activities performed by or on behalf of T-Mobile. The Premises included in the policy shall specifically

include the leased and licensed areas.

- c. T-Mobile's insurance coverage shall be primary with respect to the Owner for claims caused by T-Mobile's negligence. In such instances, any insurance or self insurance maintained by the Owner shall be in addition to T-Mobile's.
 - d. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner.
 - e. T-Mobile shall agree to waive all rights of subrogation against the Owner for losses arising from work performed by T-Mobile.
 - f. Each insurance policy required by this clause shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the Owner.
 - g. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
 - h. On an annual basis, T-Mobile shall furnish the Owner with certificates of insurance naming the Owner as an additional insured, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 - i. T-Mobile, its successors, licensees, and assigns, for so long as T-Mobile operates its Communications Facility located on the Premises, shall maintain insurance throughout the duration of this Agreement and within thirty (30) days from Owner's written request, submit a certificate of insurance to the Village on the anniversary of the Commencement Date and each anniversary thereafter.
 - j. Such limits may be satisfied by a combination of primary and umbrella policies so long as there are amounts sufficient to cover the required insurance coverage stated above.
11. **INDEMNITY:** T-Mobile agrees to defend, indemnify and hold Owner, its officers, officials, employees, and agents harmless from any and all costs (including reasonable attorneys' fees) and any claims of liability from personal injury or property damage to the extent caused by T-Mobile's negligence or willful misconduct in T-Mobile's occupancy of the Premises, or its use, installation or maintenance of the Communications Facility, excepting the negligent acts, omissions, or willful misconduct of Owner or Owner's employees or agents. This indemnity provision is not intended to circumvent or in any way diminish the immunities provided by the Illinois Governmental and Governmental Tort Immunity Act. Owner agrees to defend, indemnify and hold T-Mobile, its officers, officials, employees, and agents harmless from any and all costs (including reasonable attorneys' fees) and any claims of liability from personal injury or property damage to the extent caused by Owner's negligence or willful misconduct in Owner's occupancy and/or operations on the Property, excepting the negligent acts, omissions, or willful misconduct of T-Mobile or T-Mobile's employees or agents.
12. **CONDITION OF PROPERTY COMPLIANCE WITH LAW:** It shall be the responsibility of T-Mobile to determine whether the Premises are located in a flood plain. If the Premises are located in a flood plain, it shall be T-Mobile's responsibility to follow all applicable laws and regulations governing construction in a flood plain. Owner represents that, to the best of Owner's knowledge, Owner's Property (including, without limitation, the location for the Communications Facility) and all improvements thereto, are in and shall remain in compliance with all applicable building, life safety, disability and other laws, ordinances, rules and regulations of any governmental or quasi-governmental authority. T-Mobile agrees that, subject to Owner's compliance with the terms of this paragraph, any improvements constructed by T-Mobile on the Premises and all of the operations of T-Mobile within the Premises shall be in compliance with all applicable laws, ordinances, rules and regulations. All improvements thereto, are in and shall remain in compliance with all applicable building, life safety, disability and other laws, ordinances, rules and regulations of any governmental or quasi-governmental authority. T-Mobile agrees that, subject to Owner's compliance with the terms of this paragraph, any improvements constructed by T-Mobile on the Premises and all of the operations of T-Mobile within the Premises shall be in compliance with all applicable laws, ordinances, rules and regulations. T-Mobile shall also maintain the Communications facility, as

well as any other area occupied by T-Mobile, in an orderly and clean manner and shall not allow the accumulation of any debris, rubbish or other material. T-Mobile shall maintain the leased Premises in the same condition of cleanliness and repair as at the beginning of this Agreement, reasonable wear and tear and casualty excepted. If the leased Premises are not kept in good repair and in a reasonably clean condition by T-Mobile, the Owner may, after written notice and failure to cure within thirty (30) days by T-Mobile, enter upon the leased Premises without such entry constituting an interference with the possession of said Premises by T-Mobile, and the Owner may perform any necessary maintenance to repair the Premises. Within twenty (20) days from T-Mobile's receipt of a statement from Owner detailing the work performed and the costs and/or charges associated therewith, T-Mobile shall reimburse the Owner for any and all expenses the Owner incurs in restoring the Premises to a reasonably clean condition.

Ground level mechanical equipment shall be screened from view from residential properties and the public right-of-way by a pre-fabricated structure and, as appropriate, a minimum six (6) foot high vinyl panel fence and evergreen plant material of mature height that will meet or exceed the height of the equipment being screened. T-Mobile shall provide Owner with a key to the Communication Facility which Owner shall not use to access the Communication Facility without providing T-Mobile with at least twenty-four (24) hours prior notice of access for non-emergency situations and as soon thereafter as reasonably possible in the event of an emergency.

13. **TERMINATION:** T-Mobile may terminate this Agreement at any time, in its sole discretion, by giving written notice thereof to Owner not less than sixty (60) days if: (a) T-Mobile cannot obtain or is unable to renew any permit, license, or other approval ("Approval") required for T-Mobile's use of the Premises, whether by cancellation, expiration lapse, withdrawal or termination; (b) Owner does not have a legally sufficient ownership interest in the Premises, or authority to enter into this Agreement; (c) T-Mobile determines that the Owner's Property contains hazardous substances as detailed in Section 14 of this Agreement; or (d) T-Mobile determines that it will be unable to use the Property, including but not limited to termination for technological reasons, which may include, but shall not be limited to, changes in T-Mobile's frequency and/or changes in T-Mobile's network operations or network design. However, if T-Mobile terminates this Agreement without cause, it shall pay the Village a termination fee as liquidated damages in an amount equal to six (6) months of the then current rental amount.

In the event either party fails to comply with the terms of this Agreement such party shall be considered in default and the non-defaulting party may serve written notice of its intent to terminate this Agreement. Except where the public health or safety is threatened, the notice shall give the defaulting party not less than thirty (30) days to correct such non-compliance. In the event the default is not corrected within thirty (30) days of such notice, the non-defaulting party may terminate this Agreement by serving a written notice of termination. Notwithstanding the preceding, if any default cannot reasonably be cured within thirty (30) days and the defaulting party has diligently commenced and continues to take reasonable action necessary to cure the default, the defaulting party shall be entitled to a reasonable extended period of time (not to exceed sixty (60) days) in order to cure the default.

Upon such termination, Owner may retain any prepaid rent for the unused portion of the current lease term. The parties agree that the Village's actual damages would be difficult to ascertain in the event that T-Mobile terminates this Agreement without cause, and further agree that in light of that difficulty, the foregoing amount is a reasonable compromise on the damages that the Village would actually suffer, and is not a penalty and shall not be construed as such.

14. **HAZARDOUS SUBSTANCES:** Owner represents to the best of its knowledge without any duty to investigate or inquire that as to the Premises, Owner's Property and any other real estate owned by Owner which are immediately next to the Premises and Owner's Property (collectively referred to as the "Real Estate") (a) no portion of the Real Estate constitutes protected wetland or any similar environmentally critical area, (b) no Hazardous Substances, as defined herein below, are located in, upon or under the Real Estate, and (c) no petroleum products are now or (to the best of Owner's knowledge) have in the past been stored (whether in tanks or otherwise) on or under the Real Estate. Owner shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. For purposes of this provision, "Hazardous Substances" includes any substance identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner and T-Mobile each represent and covenant to the other that neither will cause contamination of the Real Estate by Hazardous Substances brought in or upon the Real Estate. Each party to this Agreement agrees to indemnify, defend and hold the other harmless from any damage, claim, loss cost, liability or expense (including without limitation, cost of cleanup or fines, reasonable attorney fees and court or administrative proceedings) incurred by the other on account of

contamination of the Real Estate by any Hazardous Substance caused by the indemnifying party. The provisions and undertakings of indemnification set out in this paragraph 14 shall survive the termination of this Agreement.

15. CASUALTY: If all or any portion of the Owner's Property or the Communications Facility is damaged by any Casualty, as hereinafter defined, either party may terminate this Agreement upon thirty (30) days written notice. "Casualty" shall include damage to or the destruction of the Owner's Property by vandalism, vehicles, aircraft, riot or civil commotion, fire, lightning, windstorm, tornado, hailstorm, flood, or earthquake.
16. CONDEMNATION: In the event that all or any portion of Owner's Property is taken or condemned by any competent governmental or quasi-governmental authority, or voluntarily conveyed by Owner, for any public use or purpose, this Agreement shall terminate upon the date when possession of the part so taken or conveyed shall be required for such use or purpose. Each party shall have the right to maintain their own respective actions against the condemning authority for their respective damages, and neither party shall have any interest in any award granted to the other. In the event of such a taking, the rental shall be prorated to the date of possession, and any prepaid rent shall be promptly repaid to T-Mobile.
17. QUIET ENJOYMENT: Subject to the other provisions of this Agreement, T-Mobile shall, upon payment of Rent, peaceably and quietly have, hold and enjoy the Premises. Owner, or any person claiming by, through or under the Owner, shall not cause or permit any use of Owner's Property that unreasonably interferes with or impairs the quality of the communications services being rendered by T-Mobile from the Premises. Upon prior notice to T-Mobile as set forth in Section 12 above, at no cost to T-Mobile, Owner shall have access to the Communications Facility and T-Mobile shall have the right to accompany Owner during such access.
18. FORCE MAJEURE: Neither party shall be deemed in violation of this Agreement for delay in performance or failure to perform in whole or in part its obligations under this Agreement due to strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond such party's control.
19. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Illinois.
20. MISCELLANEOUS:
 - A. Owner represents and warrants that Owner has (i) full authority to enter into this Agreement (ii) good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to T-Mobile and which will not interfere with T-Mobile's rights to or use of the Premises and/or Communications Facility; (iii) execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Owner. If the Premises are held in a trust, the Owner shall execute a written direction to cause the Trustee to execute this Agreement and other required documents as deemed necessary by T-Mobile.
 - B. This Agreement may be signed in counterparts by the parties hereto.
 - C. The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and T-Mobile. However the rights, conditions, covenants and obligations granted or reserved hereunder shall not be construed to benefit any third party, which is not specifically made a party to this Agreement by written agreement of the parties hereto.
 - D. The prevailing party in any action proceeding to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
 - E. NOTICE: Notices shall be in writing and sent by United States Mail, postage prepaid, certified, or registered with a return receipt requested or by any nationally recognized courier service to the addresses set forth beneath the signature of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Either party hereto may change the name and address to whom any notices sent under this Agreement shall be sent.

- F. This Agreement shall be construed in accordance with the laws of the State of Illinois. T-Mobile agrees that venue of any Cause of Action shall be in the 22nd Judicial Circuit, McHenry County, Illinois and T-Mobile consents to jurisdiction in that Court.
- G. If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.
- H. None of the terms or conditions of this Agreement shall in any manner be altered, waived, modified, changed or abandoned, except by a written instrument duly signed, acknowledged and delivered by the parties.
- I. If any provision of this Agreement shall, to any extent be held invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, but each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- J. No waiver of any breach of any of the covenants of this Agreement shall be construed, taken or held to be a waiver of any other breach or wavier, or an acquiescence in or consent to any further or succeeding breach of the same covenant.
- K. **RELOCATION:** The Owner agrees to provide thirty (30) days prior written notice to T-Mobile for any maintenance of Premises that requires the temporary relocation of T-Mobile's equipment. T-Mobile shall make any necessary arrangements to either temporarily protect or remove all or portions of its Communication Facility as a result of Owner's painting or other maintenance of the Tower. In accordance with the provisions of this Section, Owner and T-Mobile shall cause their respective contractors to reasonably cooperate with each other in order to (i) facilitate and coordinate their respective activities and obligations with respect to Owner's maintenance and painting of the Tower, and (ii) limit any disruption and disturbance to T-Mobile and the operation of its Communication Facility to the fullest extent possible under the circumstances. If T-Mobile and Owner agree that it is reasonable to keep all or any portion of the Communication Facility in place during such painting or other maintenance of the Tower by Owner, any additional expense of repainting, repairing, or maintaining the Tower incurred by Owner and caused by the presence of T-Mobile's Communication Facility shall be paid promptly by T-Mobile to Owner upon Owner's written notice to T-Mobile of such additional cost, but Owner must first provide T-Mobile at least thirty (30) days' prior written notice of such additional costs or expenses. Should Owner and T-Mobile agree that the scheduled maintenance or painting of the Tower will prevent T-Mobile from using the Tower for T-Mobile's Communication Facility, and it is more reasonable for T-Mobile to temporarily relocate rather than leave in place and protect its Communication Facility, then T-Mobile shall have the right to install and operate a temporary antenna facility (including a Cell-on-Wheels) on a mutually acceptable location on the Property, and Owner shall use commercially reasonable efforts to complete the painting or maintenance of the Tower so as to cause minimal disruption to T-Mobile's operations. Notwithstanding anything to the contrary in this Agreement, T-Mobile shall have the continuing right to access the Premises and its Communication Facility while Owner performs maintenance on or paints the Tower as provided in Section 5 above. T-Mobile shall be responsible for all costs incurred for the removal of T-Mobile's equipment, for the painting and protecting of all equipment which cannot be removed from the Tower, the use of a temporary antenna facility during the painting, and cost incurred to reinstall all T-Mobile's equipment on the Tower. T-Mobile shall be responsible for painting T-Mobile's equipment the same color as the Tower upon the initial construction and any subsequent routine maintenance that involves the painting of the Tower.
- L. This Agreement supersedes all prior discussions and negotiations, whether oral or written, and contains the full and complete agreement and understanding between Owner and T-Mobile. All Exhibits and Riders referenced in this Agreement are incorporated herein by reference. Each party to this Agreement acknowledges that it has read the Agreement in its entirety and has had the opportunity to consult with an attorney, tax consultant or other professional. Neither party has made any representations or recommendations to the other with respect to the legal sufficiency or tax consequences of this Agreement or the transaction to which it relates.
- M. T-Mobile represents and warrants that T-Mobile's actions will not interrupt services provided by Owner and its lessees. Prior to commencing any construction on the Premises, T-Mobile shall submit Final

Construction Plans to Owner for Owner's approval along with applications for all necessary permits including, but not limited to, building permits. Building Permits must be submitted to and obtained from the Village's Community Development Department. The Final Construction Plans shall substantially conform to the Plans attached hereto as Exhibit A and construction shall be pursuant to the Final Construction Plans as modified by the Owner's Building Commissioner. All plans and construction shall be in accordance with Village Codes and all other applicable codes and regulations. T-Mobile shall maintain the Premises in good order and repair and in accordance with good engineering standards at all times during the term of this Agreement.

- N. Prior to issuance of a building permit, T-Mobile shall also meet with Owner's Arborist to obtain his approval of any anticipated tree trimming or other action with respect to vegetation. T-Mobile agrees, after construction, to submit future tree trimming and vegetation control plans to the Arborist for his approval. The Arborist shall be present for those actions as well.

21. **INTERFERENCE:** T-Mobile shall not use the Premises in any way which interferes with the use of the Property by Owner or lessees or licensees of Owner with rights in the Property prior in time to T-Mobile's (subject to T-Mobile's rights under this Agreement, including, without limitation, non-interference). Similarly, Owner shall not use, nor shall Owner permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of T-Mobile. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference, with the exception of Owner's emergency E-9-1-1 Public Safety Communications Equipment (the "Safety Equipment"), which T-Mobile shall not interfere with such Safety Equipment whether its installation predates or postdates T-Mobile's installation. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice.

22. **ASSIGNMENT:**

- a. T-Mobile may assign this Agreement and all rights, benefits, liabilities, and obligations hereunder, to any person or business entity which is licensed by the Federal Communications Commission to operate a wireless communications business, and/or is a parent, general partner, or subsidiary of T-Mobile, controls or is controlled by or under common control with T-Mobile, is merged or consolidated with T-Mobile, or purchases a majority or controlling interest in the ownership or assets of T-Mobile, or which acquires all or substantially all of the assets of T-Mobile in the area in which the Property is located. The Agreement must be assigned in its entirety. Under no circumstances shall T-Mobile assign any rights under this Agreement without the assignee taking on all the obligations of T-Mobile under this Agreement, whether concurrently with or independently of T-Mobile. T-Mobile agrees to provide written notification of assignment not later than one hundred and twenty (120) days after assignment. Only upon written notification by T-Mobile to the Village that T-Mobile has assigned its rights under this Agreement shall T-Mobile be relieved of all future performance, liabilities and obligations under this Agreement as of the effective day of the assignment and Owner shall look solely to the assignee for performance under this Agreement and all obligations hereunder.
- b. Additionally, notwithstanding anything to the contrary above, Owner or T-Mobile may, upon notice to the other, grant a security interest in this Agreement (and as regards T-Mobile, in the Communications Facility), and may collaterally assign this Agreement (and as regards T-Mobile, in the Communications Facility) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Owner or T-Mobile, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

23. **WAIVER OF LIEN:** Owner hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and Owner gives T-Mobile and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in T-Mobile's and/or Secured Party's sole discretion and without Owner's consent.

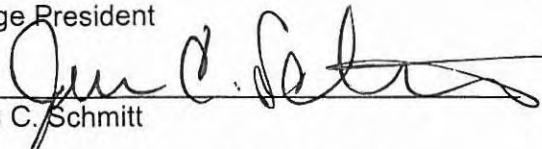
24. **MEMORANDUM OF LEASE:** Owner agrees to cooperate with T-Mobile in executing any documents necessary to protect T-Mobile's rights in or use of the Premises and Communications Facility. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Agreement by T-Mobile.
25. **MARKING AND LIGHTING:** Owner acknowledges that it, and not T-Mobile, shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. However, T-Mobile's equipment must also be in compliance with all requirements of the FAA and the FCC. Owner shall indemnify and hold T-Mobile harmless from any fines or other liabilities caused by Owner's failure to comply with such requirements. Should T-Mobile be cited by either the FCC or FAA because the Tower is not in compliance and, should Owner fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, T-Mobile may either terminate this Agreement immediately on notice to Owner or proceed to cure the conditions of noncompliance at Owner's expense, which amounts may be deducted from Rent otherwise payable under this Agreement.

SIGNATURES ON FOLLOWING PAGE.

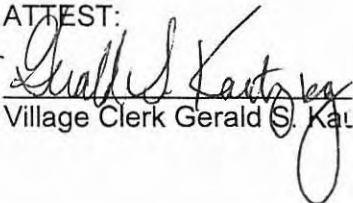
IN WITNESS WHEREOF, the parties hereto bind themselves to this agreement on this 3rd day of March, 2009.

VILLAGE OF ALGONQUIN,
an Illinois municipality

Village President


John C. Schmitt

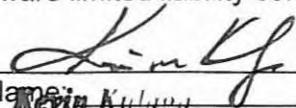
ATTEST:

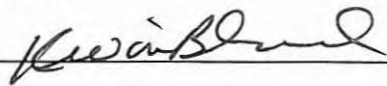

Village Clerk Gerald S. Kautz

Date Executed: 3-3-09

T-MOBILE CENTRAL, LLC,
a Delaware limited liability company

ATTEST:

BY: 
Print Name: Kevin K. Kautz
Its: Area Director



Engineering & Operations
Date Executed: 3/3/2009

Address of T-Mobile:

T-Mobile Central LLC
2001 Butterfield Road, Suite 1900
Downers Grove, IL 60515

Address of Owner:

Village of Algonquin - Village Hall
2200 Harnish Drive
Algonquin, IL 60102

With a copy to: Legal Dept.

and

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator

With a copy to: Legal Dept.

EXHIBIT B

LEGAL DESCRIPTION: HANSON WATER TOWER – ALGONQUIN, IL

Property located in McHenry, IL

The North 100 feet of the West 100 feet of the east 469.0 feet of the South 465.0 feet of the Northeast Quarter of Section 32, Township 43 North, Range 8 East of the Third Principal Meridian, McHenry County, Illinois.

AND BEING the same property conveyed to Village of Algonquin, a municipal from United Cable Television Corporation of Northern Illinois by Quit Claim Deed dated June 24, 1980 and recorded July 24, 1980 in Instrument No. 798264.

Tax Parcel No. 19-32-200-005

EXHIBIT C
MEMORANDUM OF SITE LEASE AGREEMENT

Assessor's Parcel Number: 19-32-200-005

Between Village of Algonquin, an Illinois municipality ("Owner") and T-Mobile Central LLC ("T-Mobile")

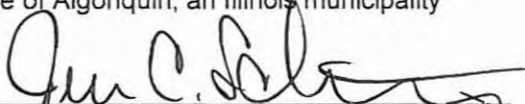
A Site Lease Agreement (the "Agreement") by and between Village of Algonquin, an Illinois municipality ("Owner") and T-Mobile Central LLC, a Delaware limited liability company ("T-Mobile") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

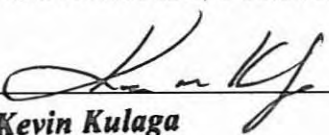
The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). T-Mobile shall have the right to extend this Agreement for three (3) additional and successive five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Village of Algonquin, an Illinois municipality

By: 
Printed Name: JOHN C. SCHMITT
Title: VILLAGE PRESIDENT
Date: 3-3-09

TENANT: T-Mobile Central LLC, a Delaware limited liability company

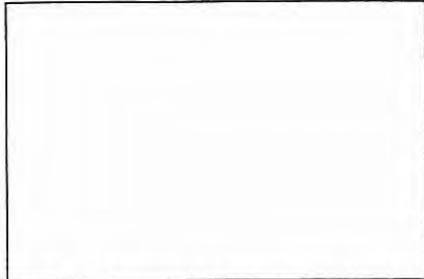
By: 
Printed Name: **Kevin Kulaga**
Title: **Area Director**
Director, Network Engineering & Operations
Engineering & Operations
Date: 3/5/2009

[Landlord Notary block for a Corporation, Partnership, or Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____, [title] _____ of _____ a _____ [type of entity], on behalf of said _____ [name of entity].

Dated: _____



(Use this space for notary stamp/seal)

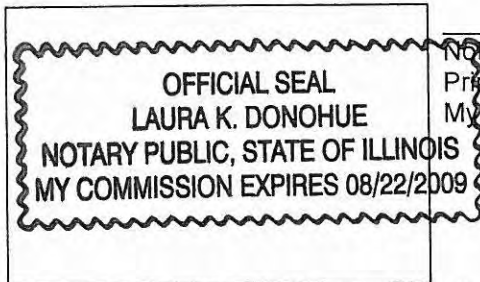
Notary Public
Print Name _____
My commission expires _____

[Landlord Notary block for an Individual]

STATE OF Illinois)
) ss.
COUNTY OF McHenry)

This instrument was acknowledged before me on 3/3/09 by John C. Schmitt

Dated: March 3, 2009



(Use this space for notary stamp/seal)

Laura K Donohue
Notary Public
Print Name Laura K Donohue
My commission expires 08/22/2009

STATE OF IL)
COUNTY OF COOK) ss.

I certify that I know or have satisfactory evidence that KEVIN KULAGA is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as a Director of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3-5-09

Catherine Olsen

Notary Public

Print Name

CATHERINE OLSEN

My commission expires

9-24-11

OFFICIAL SEAL
CATHERINE OLSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 09/24/11

(Use this space for notary stamp/seal)

Memorandum of Lease Exhibit A
Legal Description

The Property is legally described as follows:

Property located in McHenry, IL

The North 100 feet of the West 100 feet of the east 469.0 feet of the South 465.0 feet of the Northeast Quarter of Section 32, Township 43 North, Range 8 East of the Third Principal Meridian, McHenry County, Illinois.

AND BEING the same property conveyed to Village of Algonquin, a municipal from United Cable Television Corporation of Northern Illinois by Quit Claim Deed dated June 24, 1980 and recorded July 24, 1980 in Instrument No. 798264.

Tax Parcel No. 19-32-200-005



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: August 19, 2025

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Nadim Badran, Director of Public Works

SUBJECT: Approval of an Intergovernmental Agreement with McHenry County for Design Services Related to the Shared Yard Project

In June of 2024, the Village Board authorized the execution of an Intergovernmental Agreement with McHenry County for the conceptual design of a shared yard located at the Village's Public Works Facility. The County and Village shared the cost of the design 50/50 for the consulting services of Williams Architects. The Phase I design is wrapping up and the Village and County are looking to advance the project to Phase II.

Attached is an Intergovernmental Agreement with McHenry County that details the expectations and requirements from each agency as it relates to the Phase II program. The terms of the IGA are identical to the Phase I IGA with the Village serving as the lead agency to be reimbursed 50/50 with the County.

The IGA includes an anticipated not to exceed cost of \$494,781, which includes the proposals from Featherstone, Williams Architects, and Christopher Burke Engineering. The Featherstone proposal was discussed at the COTW meeting on August 12th, and the two other agreements will be discussed on this meeting agenda. This cost will be split 50/50 between both agencies with each agency's portion being \$247,390.50. This IGA is only for Phase II services and a new IGA will be required before the project can advance to the construction phase.

Summary

1. The Village and County are nearly completed with the Phase I concept study for the shared yard project.
2. The next phase, comprised of detailed design work, requires the execution of another IGA with McHenry County
3. The terms of the Phase II IGA are identical to the Phase I IGA executed last year, with the primary update being the cost of the three consultants' proposals.

Recommendation

Staff recommends the Village Board advance the attached IGA to the next Village Board meeting for approval so the agencies can continue the collaborative project into the next phase.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ALGONQUIN AND THE COUNTY OF
MCHENRY FOR ENGINEERING OF A REMOTE SALT STORAGE
FACILITY**

This Agreement is entered into this _____ day of _____, 2025, by and between the Village of Algonquin, a municipal corporation of the State of Illinois, hereinafter referred to as the “VILLAGE”, and the County of McHenry, Illinois, a body politic and corporate of the State of Illinois, hereinafter referred to as the “COUNTY”. The VILLAGE and the COUNTY are sometimes collectively referred to as the “PARTIES”. This agreement shall hereinafter be referred to as this “AGREEMENT”.

WITNESSETH

WHEREAS, the COUNTY and the VILLAGE have the desire to jointly analyze and explore smart design functions and operations while working to promote and create a highly effective and leaner government and organization where practicable; and

WHEREAS, the COUNTY and the VILLAGE have the desire to improve efficiency and encourage resource sharing to optimize the efficient use of public funds and explore ways to work together, as opposed to working independently, to eliminate inefficient or duplicative services, and to make use of existing facilities to achieve economies of scale; and

WHEREAS, the COUNTY and the VILLAGE have the desire to provide additional salt storage capabilities in order to protect public funds from dramatic swings in the price paid for salt due to unforeseeable and extreme climatic events; and

WHEREAS, a remote salt storage facility would allow for the ability to take delivery of a year's worth of salt at any given time in the year, with the added benefit of having a supply of salt available to draw from in the event that suppliers are unable to deliver salt due to weather or supply chain limitations; and

WHEREAS, having a supply of salt in the southeast part of the county would create a more efficient operation benefiting both agencies as well as the public at large as over 40% of the COUNTY's winter maintenance operations occur in the southeastern portion of the County; and

WHEREAS, the support for coordination regarding remote salt storage with the VILLAGE aligns with the COUNTY's 2022-2025 Strategic Plan - Leadership and Governance Goal 5; and

WHEREAS, the COUNTY and the VILLAGE desire to jointly pursue an engineering study for preparation of bidding documents needed to construct improvements on the VILLAGE's existing Public Works Facility site located at 110 Mitchard Way, Algonquin, IL 60102, as shown on EXHIBIT A to this AGREEMENT, which is attached hereto and is hereby made a part hereof; and

WHEREAS, a concept of the proposed improvements on the VILLAGE's existing Public Works Facility are generally depicted on EXHIBIT B to this AGREEMENT, which is attached hereto and is hereby made a part hereof; and

WHEREAS, the VILLAGE has contracted with Williams Architects, Christopher B. Burke Engineering, LTD., and Featherstone, Inc. to perform an engineering study for an amount not to exceed \$494,781; and

WHEREAS, the COUNTY and the VILLAGE have agreed to split the cost of the engineering study equally; and

WHEREAS, the COUNTY and the VILLAGE will enter into a future agreement to split the cost of the site construction at a future date when those costs are known; and

WHEREAS, the VILLAGE and the COUNTY are authorized by the terms and provisions of Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*, to enter into intergovernmental agreements, ventures, and undertakings to perform jointly any governmental purpose or undertaking any of them could do singularly.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the PARTIES do hereby agree as follows:

SECTION I. Recitals/Headings

1. The foregoing preambles are incorporated herein as if fully set forth herein.
2. The "headings" contained in this AGREEMENT are for reference only, and the actual written provisions, paragraphs and words of this AGREEMENT shall control.

SECTION II. COUNTY Commitments

1. The COUNTY agrees to reimburse the VILLAGE an amount not to exceed \$247,390.50 which is fifty percent (50%) of the costs associated with the engineering study, within thirty (30) days of receiving notice by the VILLAGE.
2. The COUNTY agrees to pass a supplemental resolution to provide necessary funds for the engineering study if the amount appropriated proves to be insufficient.
3. The COUNTY shall, for itself and for those authorized by or through the COUNTY, and to the fullest extent permitted by law, hold harmless, indemnify and defend the VILLAGE, its commissioners, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes,

actions, litigation costs, attorneys' fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any alleged negligent act or omission related to the preliminary planning study by the COUNTY, its employees and authorized agents, or any authorized COUNTY contractor, or any of their respective officers, agents, contractors, employee or representatives ("CLAIMS"), except to the extent any such CLAIMS arise from the negligent acts or willful or wanton misconduct of the VILLAGE.

SECTION III. VILLAGE Commitments

1. The VILLAGE shall prepare, or cause to be prepared, an engineering study that will prepare the bidding documents needed to construct infrastructure that will store road salt and perform various operational tasks on the VILLAGE's existing Public Works Facility site.
2. The VILLAGE agrees to pass a supplemental resolution to provide necessary funds for the preliminary planning study if the amount appropriated proves to be insufficient.
4. The VILLAGE shall, for itself and for those authorized by or through the VILLAGE, and to the fullest extent permitted by law, hold harmless, indemnify and defend the COUNTY, its commissioners, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any alleged negligent act or omission related to the preliminary planning study by the VILLAGE, its employees and authorized agents, or any authorized VILLAGE contractor, or any of their respective officers, agents, contractors, employee or representatives ("CLAIMS"), except to the extent any such CLAIMS arise from the negligent acts or willful or wanton misconduct of the COUNTY.

SECTION IV. General Provisions

1. This AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.
2. Nothing contained in this AGREEMENT is intended or shall be construed, in any manner or form, as creating or establishing a legal partnership or agency relationship between the PARTIES, or as establishing (i) the VILLAGE (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the COUNTY, (ii) the COUNTY (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the VILLAGE, for any

purpose or in any manner, whatsoever. The PARTIES shall remain independent with respect to all rights exercised and obligations performed under this AGREEMENT.

3. Each person executing this AGREEMENT warrants and represents (i) that he or she has the full and complete right, power and authority to execute this AGREEMENT and to agree to the terms, provisions, and conditions set forth in this AGREEMENT on behalf of the party on whose behalf he or she is executing; (ii) that all legal actions necessary to authorize the execution and delivery of this AGREEMENT have been taken; and (iii) this AGREEMENT does not violate any presently existing provisions of law or any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to the party on whose behalf he or she is executing.
4. The Effective Date of this AGREEMENT will be the first day of the month following the date upon which this AGREEMENT has been executed by the PARTIES.
5. The provisions of this AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of this AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this AGREEMENT.
6. No claim as a third-party beneficiary under this AGREEMENT by any person, firm, or corporation, or entity shall be made, or be valid, against the PARTIES.
7. This AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof.
8. Any alterations, amendments, deletions, or waivers of any provision of this AGREEMENT shall be valid only when expressed in writing and duly executed by all PARTIES affected by such alteration, amendment, deletion, or waiver.
9. Any notice or communication required or permitted to be given under this AGREEMENT shall be in writing and shall be delivered: (i) personally, (ii) overnight by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail. Electronic mail notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this AGREEMENT, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the COUNTY shall be addressed to, and delivered at the following address:

McHenry County Division of Transportation
16111 Nelson Road
Woodstock, Illinois 60098
Attention: Mr. Joseph R. Korpalski, Jr., P.E.
Director of Transportation/County Engineer
Email: MCDOT@mchenrycountyil.gov

With a copy to:
McHenry County State's Attorney
2200 N. Seminary Avenue, Suite 150
Woodstock, IL 60098
Attention: Assistant State's Attorney Kevin Chrzanowski
Email: kachrzanowski@mchenrycountyil.gov

Notices and communications to the VILLAGE shall be addressed to, and delivered at, the following addresses:

Village of Algonquin
2200 Harnish Dr
Algonquin, IL 60102
Attention: Tim Schloneger, Village Manager
Email: timschloneger@algonquin.org

With a copy to:
Nadim Badran, Village Public Works Director
Email: NadimBadran@algonquin.org

And ZRFM Law, LLC
50 N. Virginia Street
Crystal Lake, IL 60014
Attention: Kelly Cahill, Village Attorney
Email: Address: kcahill@zrfmlaw.com

The requirements of this Section shall not be deemed to invalidate any notice actually received.

10. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. None of the PARTIES hereto shall assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in this AGREEMENT without first obtaining the expressed written consent and permission of the other party.

11. The PARTIES agree that this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The PARTIES further agree that the exclusive venue for all such disputes shall be in the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the PARTIES hereby consent to the personal jurisdiction thereof.
12. This AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute this AGREEMENT.
13. Either party's failure to insist upon strict compliance with any provision hereof or its failure to enforce any rights or remedy in any instance shall not constitute or be deemed to be a waiver of any provision, right or remedy.
14. This AGREEMENT shall terminate upon completion of the PARTIES' obligations herein or by the mutual written agreement of both PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

VILLAGE OF ALGONQUIN

ATTEST:

Fred Martin
Village Clerk

By: _____
Debby Sosine
Village President

Date: _____

COUNTY OF MCHENRY

ATTEST:

Joseph Tirio
McHenry County Clerk

By: _____
Michael Buehler
County Board Chairman

Date: _____

EXHIBIT A **General Depiction of the VILLAGE's Public Works Site**

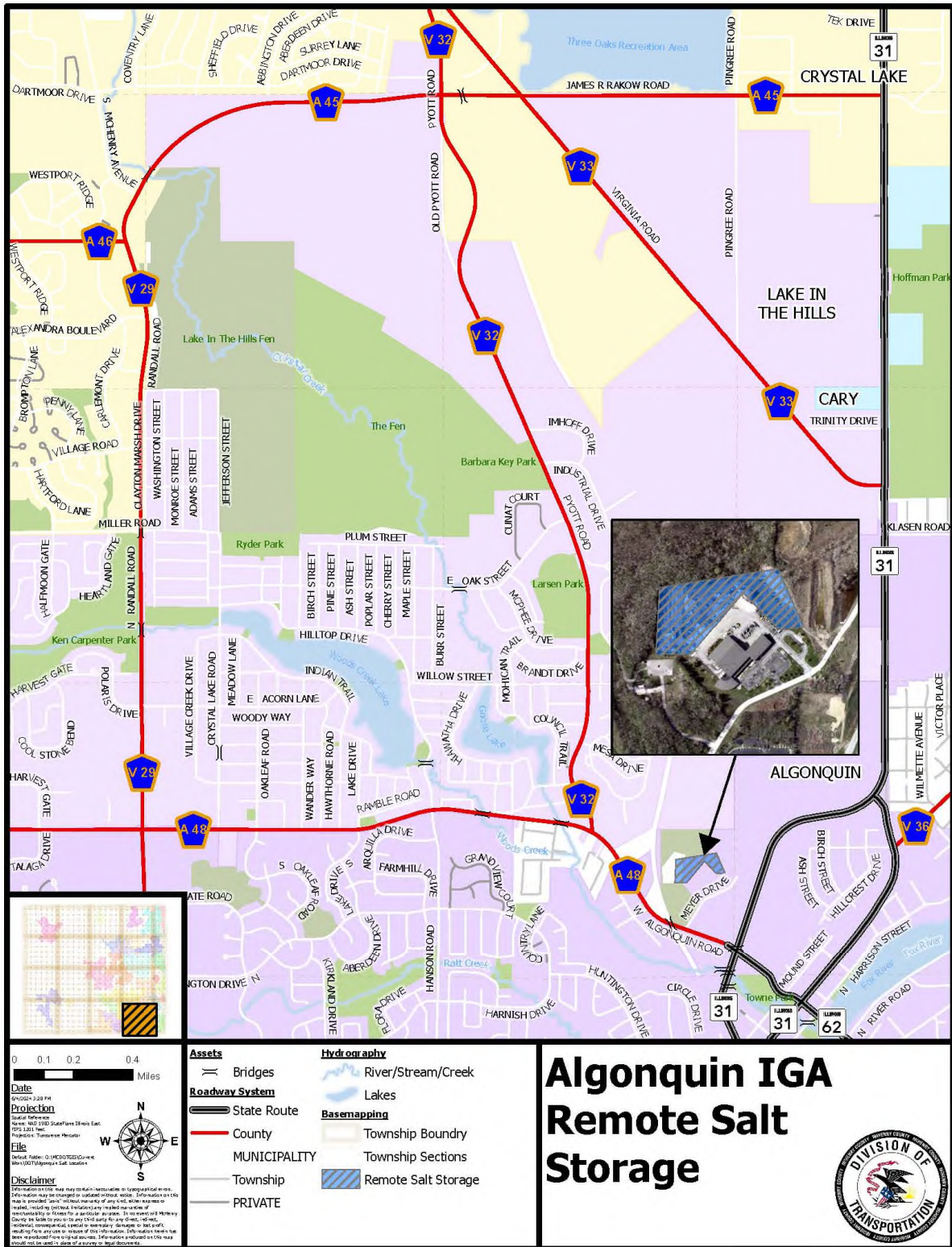
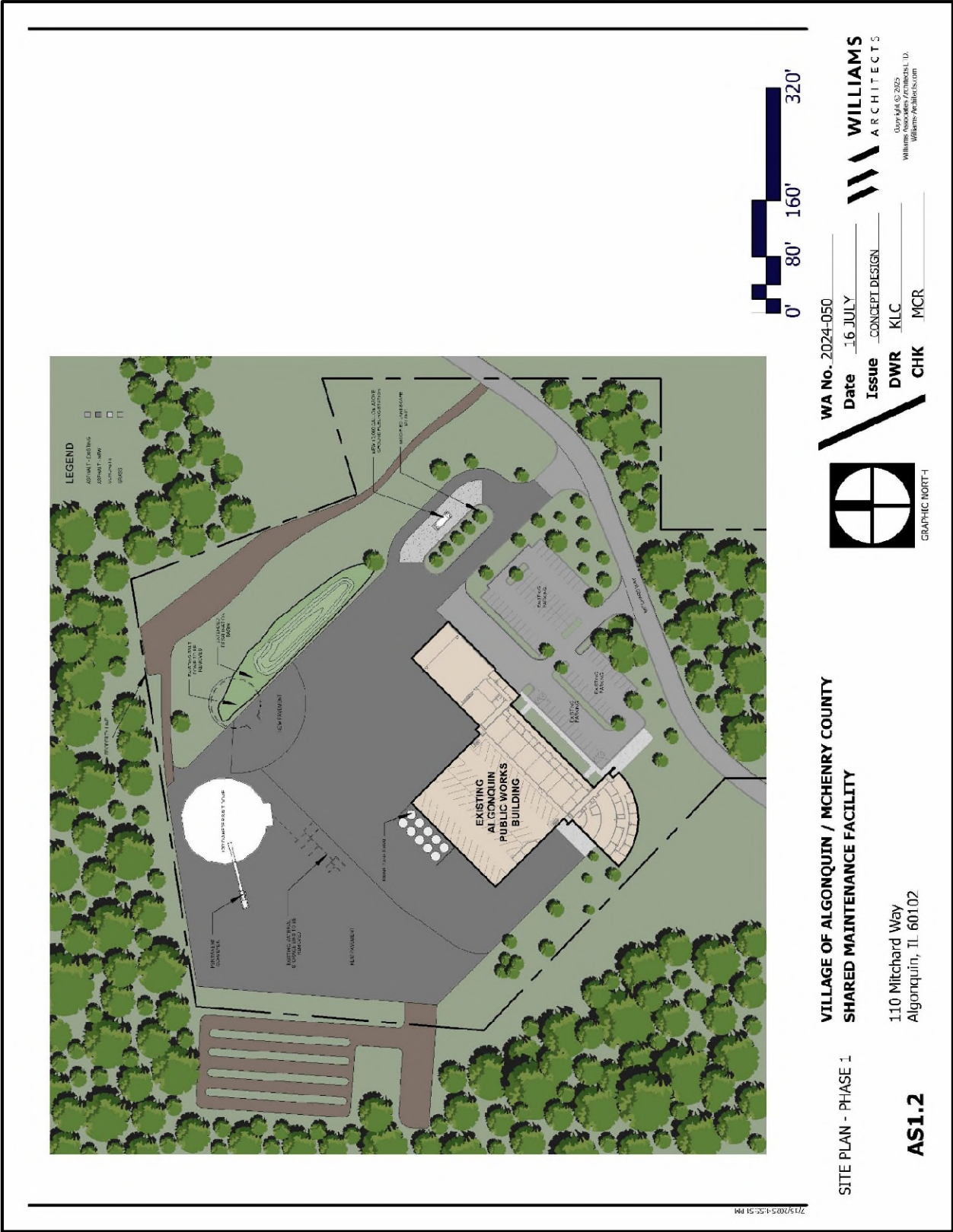


EXHIBIT B General Depiction of the Proposed Improvements





VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: August 19, 2025

TO: Tim Schloneger, Village Manager

FROM: Nadim Badran, Public Works Director

SUBJECT: Consideration of Architectural and Engineering Design Agreements for the Algonquin/McHenry County Shared Yard Phase II Design

At the August 13th Committee of the Whole meeting, the Village Board advanced a design coordination agreement with Featherstone, Inc. for the coordination of the Phase II design for the shared yard expansion project with McHenry County.

The Village has been working to conclude the Phase I conceptual design with Williams Architects. Williams has performed well through the Phase I process, and staff has requested the attached proposal for Phase II architectural design work. Williams' design work will be focused on the architectural elements of the project, including the design of the 120-foot diameter salt dome, concrete storage bins, and brine tank system and related components both on the exterior and interior of the facility. Their proposal includes a fee not to exceed \$279,000.

In addition to architectural work, the project will require civil engineering design work to address stormwater, paving, grading, and utility improvements. Staff has requested a proposal from Christopher B. Burke Engineering, or CBBEL, for this work, as the Village's preferred engineering firm. CBBEL has provided a not to exceed proposal of \$158,731 for their portion of the work.

Both firms were requested to provide their pricing in a not to exceed format due to the overlapping of certain functions. For example, while CBBEL will be responsible for site grading design, Williams will need to be involved in part of that work where it relates to the location of the new structures and how those structures will drain. Featherstone, the project management firm will be tasked to ensure duplicative work is not performed and coordination between both disciplines. Additionally, this work is based on an assumed construction cost of approximately \$4.5 million, which will be refined by Featherstone as the project progresses through design.

Both firms have performed exceptionally well and the proposals total \$437,731, which is just under 10% of the anticipated construction cost, which is the standard expectation for Phase II design work. The Village is the lead agency on this project and will be the contract holder for each agreement, but will be reimbursed for 50% of all costs by the County. Therefore, the Village's share of this work will be \$218,865.50.

Summary

1. Staff is preparing for the next phase of the shared yard project with McHenry County.
2. The project will require architectural and engineering design work.
3. Staff is looking to continue working with Williams, the Phase I consultant, and utilize CBBEL for the civil design work.
4. The total is in a not to exceed amount as the disciplines will need to overlap at certain junctures, which will be managed by Featherstone to prevent duplicative charges.
5. All costs will be shared 50/50 with the County for this phase of the project pursuant to the IGA.

Recommendation

Staff is recommending the Village Board advance the following agreements to the next Village Board meeting for formal approval:

1. A proposal from Williams Architects for architectural design services in the amount not to exceed \$279,000; and
2. A proposal from CBBEL for engineering design services in the amount not to exceed \$158,731.

Attachments

1. Williams Architects Proposal
2. CBBEL Proposal



6 August 2025

Mr. Nadim Badran
Director of Public Works
110 Mitchard Way
Algonquin, IL 60102

Re: Village of Algonquin / McHenry County – Shared Yard Improvements
Professional Basic Architectural & Engineering (A & E) Services – Design and Bidding Phases
WA PROJECT NO. 2025-620

LETTER OF PROPOSAL (LOP)

Dear Mr. Badran:

It has been a pleasure working with the Village and McHenry County team on the planning of the project that has led us to this point. To that end, Williams Architects is pleased to provide the Village of Algonquin / McHenry County with this Letter of Proposal (LOP), outlining our understanding of the opportunity to collaborate with you, your staff, and McHenry County on the Shared Yard Improvements project. We look forward to our involvement on the implementation of the Project.

In accordance with your request, we have outlined the highlights of our proposed professional services and associated fees to perform Basic Architectural & Engineering (A & E) Services as identified herein. This Letter of Proposal (LOP) outlines our proposed understanding of the A & E Services, business terms, associated fees, and a preliminary schedule for the Project. Please refer to the pages that follow for additional detail.

ARCHITECTURAL TEAM MEMBERS

The following team members represent the Williams Architects critical Management Team; however, the services of many other Williams Architects talented professional and technical staff beyond those noted herein will also be utilized:

- Marc Rohde, AIA, LEED, AP / Associate Principal / Project Manager
- Karley Carter / Project Coordinator

CONSULTING ENGINEERS

We have assembled and will expand an experienced and talented group of Sub-Consulting Engineering professionals for this Project. The Williams Team of Professionals will allow us the ability to create a design for your Project that is aesthetically appealing, cost sensitive and functional in scope.

ARCHITECT'S BASE SERVICE SUB-CONSULTANTS

Basic A & E Services

Williams Architect's Basic Service Sub-Consultants in the Basic A & E Services Fee of the Contract that are included, procured, and coordinated by the Architect are as follows:

- Structural / IMEG

- Mechanical, Electrical, Plumbing and Fire Protection Engineering / IMEG

OWNER'S DIRECT SPECIALTY CONSULTANTS

Basic A & E Services

Owner's Consultants contracted and coordinated by the Owner are as follows:

- Civil Engineer / Christopher B. Burke Engineering Ltd.
- Surveying / Christopher B. Burke Engineering, Ltd.
- Geotechnical Soils and Material Testing / TBD
- Environmental Engineering / TBD
- Construction Manager as Advisor / Featherstone, Inc.

ADDITIONAL SPECIALTY & OPTIONAL SERVICE SUB-CONSULTANTS

Basic A & E Services

If the Owner requests that Williams Architects contracts directly with an Owner's Specialty Consultants, the following list identifies the Specialty Sub-Consultants Williams Architects would contract with as an Additional Service Fee, which would be mutually agreed upon by the Owner and Architect as follows:

- Landscape Architecture / TBD
- Low Voltage, Data & IT, Security & Access Control / TBD

PROJECT BACKGROUND & UNDERSTANDING OF PROJECT SCOPE

Due to the expanding and changing demands of the Village of Algonquin and McHenry County, we recently completed a Phase 1 Space Needs and Conceptual Design project for the Village / McHenry County. This project studied the needed spaces for an addition to the existing public works building, a new building for McHenry County, salt storage options, fueling island, material storage bins, brine tank farm and related sitework. The intent of that project was to identify the total needs, with the assumption that work would be designed and constructed in phases. Phase 2 of the project is the design and construction of the following:

1. New 120'-0" diameter salt dome.
2. New ten (10) tank brine tank farm.
3. Covered concrete material storage bins, including vector spoils bin and standard material storage bins.

The cost of construction is estimated to be \$4,500,000.00. This proposal is for Design and Bidding services. Construction Administration services will be under a future agreement. We understand that the Village will be entering into an agreement with a Construction Manager as Advisor for this project. All cost estimating and other related services will be led by the Construction Manager.

Basic Architectural & Engineering (A & E) Services for Project Implementation:

Schematic Design:

Based on the Project requirements identified in the previously completed Project with the Owner, the Architect shall prepare and present Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, salt dome plan and material storage bin plans, sections, and elevations; and may include some combination of perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

The Architect shall also consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. Additionally, the Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

At the completion of Schematic Design, the Architect shall submit the Schematic Design Documents to the Owner for the Owner's written approval. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions into the Design Development Phase.

Furthermore, a summarized listing of the efforts in this phase is highlighted, but not limited to the notes below, as follows:

- Define existing conditions to be protected, modified, and/or demolished.
- Review Owner's existing Project site information, including current survey of Project site.
- Review previously prepared program data and conceptual design and incorporate into design criteria.
- Include information related to current and desired vehicle and pedestrian circulation patterns.
- Assist Owner in researching applicable local zoning requirements and/or procedures potentially required to secure approval(s) for Project by local governmental officials.
- Collaborate with the Owner's Construction Manager to prepare preliminary Project Schedule from Design through Construction.
- Collaborate with the Owner's Construction Manager to develop a budget for the entire project.
- Review and determine Mechanical, Electrical, Plumbing, and other specialty systems for the facility.
- Preparation of Schematic Design Architectural Site Plan graphically defining design intent. Plans shall include location and configuration of proposed future building(s), facilities, entrance / exit driveways, pedestrian walkways, and signage.
- Final review with, and approval by, Owner.

(Two (2) meetings)

Design Development:

Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Architect shall collaborate with the Owner's Construction Manager to update the estimate of the Cost of the Work.

At the completion of Design Development, the Architect shall submit the Design Development Documents to the Owner and request the Owner's written approval of the Design Development Documents and the Construction Manager's estimate of the Cost of the Work at the conclusion of this Phase.

Furthermore, a summarized listing of the efforts in this phase is highlighted, but not limited to the notes below, as follows:

- Based upon Schematic Design Phase Documents, further develop floor plans, elevations, and site plans.
- Collaborate with the Owner's Construction Manager to refine cost estimate.
- Further develop main components of Mechanical, Electrical, Plumbing, and other specialty systems for the facility.
- Further refine documents / deliverables.
- Final review with Owner.

(Three (3) meetings)

Construction Documents & Permitting:

Based on the Owner's approval of the Design Development Documents and the final approved Construction Manager's estimate of the Cost of the Work, and on the Owner's authorization of any adjustments in the Project requirements, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and

describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples, and other similar submittals, which the Architect shall review in accordance with the Architect's Standard of Care. Furthermore, the Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the design of the Project for permitting and inclusion into the Construction Documents.

The Architect shall prepare the Construction Documents based upon the final approved Design Development Documents and the Owner's approved Construction Manager's estimate of the Cost of the Work prepared in accordance with the Architect's Standard of Care

Furthermore, a summarized listing of the efforts in this phase is highlighted, but not limited to the notes below, as follows:

- Preparation of Contract Documents consisting of drawings and specifications as required to secure a building permit and proceed with bidding and construction of the Project.
- Collaborate with the Owner's Construction Manager to revise the Estimate of Probable Construction Cost as required to reflect that defined within the Contract Documents.
- Final review with the Owner.

(Three (3) meetings)

Bidding / Negotiations:

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Architect shall also assist the Owner in bidding the Project by:

1. Facilitating the distribution of Bidding Documents to prospective bidders.
2. Participating in a pre-bid conference for prospective bidders.
3. Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda.

Furthermore, a summarized listing of the efforts in this phase is highlighted, but not limited to the below noted, as follows:

- Prepare / Issue Contract Documents to bidders.
- Respond to questions and provide clarifications to bidders.
- Issue Addendums and/or clarification to bidders.
- Attend One (1) pre-bid conference / meeting and One (1) bid opening / meeting. Architect's attendance at additional conferences and/or bid opening meetings shall be considered an Additional Service.
- Prepare bid summary and recommendations to Owner.
- Final approval for construction by Owner.

(Two (2) meetings)

Construction Administration & Project Close-Out (N/A for this project – future phase)

PROJECT SCHEDULE MANAGEMENT & PROPOSED PROJECT SCHEDULE

Williams Architect's procedure for maintaining project schedules includes defining a specific step-by-step process with the Owner at the beginning of the Project. With this ongoing series of deadlines to meet, it has allowed us to achieve excellent results in achieving our project deadlines. We take significant effort to carefully plan out all the meetings, work tasks and project milestones for a Project. We do this because it has enhanced our ability to keep our projects moving forward with no surprises to our clients. Utilizing Williams' proprietary Meeting Matrix Schedule

tool, we will work in conjunction with the Owner and Construction Manager to outline a detailed schedule for each phase of the Project. The Meeting Matrix Schedule includes activities and milestones, project meetings, and tasks to be completed by each party in advance of each meeting or milestone. This tool is used to communicate expectations / commitments, manage the overall schedule, and monitor the incremental tasks required by each party. The Matrix is updated and reviewed at each team meeting. We will work with Village of Algonquin to develop a Project Schedule that meets the goals and objectives of the Village of Algonquin. To that end, we propose the noted preliminary Project Schedule, which is subject to review and is mutually acceptable to the Owner, Construction Manager and Architect as follows:

Preliminary Project Schedule:

Schematic Design:	6 weeks
Design Development:	6 weeks
Construction Documents:	8 weeks
Bidding and Negotiations:	4 weeks
Construction:	Determined by the Village's Construction Manager

TOTAL PROFESSIONAL PROJECT SERVICE FEES

The compensation to the Architect by the Village of Algonquin shall be paid on a fee basis, as described below, for the Scope of Services outlined herein and reformed in accordance with the noted compensation breakdown below. The Architect shall bill the Owner monthly for the percentage of services / work performed for the previous months' time. Time will be in accord with the enclosed Rate Table. Furthermore, because of our familiarity with this Project type, the funds available to the Village of Algonquin and the initial understanding of the Village of Algonquin desired scope of services, we respectfully propose our Professional Services fees as follows:

Basic A & E Services Fee:

A Hourly Not-To-Exceed Fee of \$279,000.00 plus Reimbursable Expenses.

The above noted fee is based upon a \$4,500,000.00 construction cost. If the project scope or budget increases through the design process beyond the established scope as per Village of Algonquin / McHenry County direction, our Not-To-Exceed Fee will increase commensurately. This increase shall be added to the Not-To-Exceed Fee listed above.

Our Hourly Not-To-Exceed Basic Services work will be provided on an hourly rate basis from the fee breakdown above. Consultant's rate schedules vary for each Consultant, but they are comparable to our own rates enclosed.

Rate Table

Managing Principal	\$ 268.00/Hour
Senior Principal	\$ 248.00/Hour
Principal.....	\$ 241.00/Hour
Associate Principal	\$ 239.00/Hour
Senior Associate/Senior Project Mgr.....	\$ 239.00/Hour
Associate / Project Manager	\$ 217.00/Hour
Architect III	\$ 192.00/Hour
Architect II.....	\$ 178.00/Hour
Architect I.....	\$ 159.00/Hour
Senior Project Coordinator II	\$ 192.00/Hour
Senior Project Coordinator I	\$ 178.00/Hour
Project Coordinator IV	\$ 145.00/Hour
Project Coordinator III.....	\$ 133.00/Hour
Project Coordinator II	\$ 112.00/Hour
Project Coordinator I	\$ 99.00/Hour

Project Technician II	\$ 75.00/Hour
Project Technician I	\$ 58.00/Hour
Aquatic Engineer II	\$ 229.00/Hour
Aquatic Engineer I	\$ 175.00/Hour
Director of Marketing	\$ 214.00/Hour
Marketing Coordinator	\$ 155.00/Hour
Accounting	\$ 206.00/Hour
Secretarial	\$ 145.00/Hour
Clerical	\$ 103.00/Hour
Director of Interior Design	\$ 194.00/Hour
Interior Designer V	\$ 152.00/Hour
Interior Designer IV	\$ 128.00/Hour
Interior Designer III	\$ 99.00/Hour
Interior Designer II	\$ 84.00/Hour
Interior Designer I	\$ 58.00/Hour

REIMBURSABLE EXPENSES

In addition to our professional services, we shall also invoice the client for our Project-related Reimbursable Expenses at a 1.10 multiplier. Project related Reimbursable Expenses include such items as travel, vehicle mileage, tolls, printing, copies, photography, renderings / slides, phones & fax, postage / messenger / overnight courier, direct miscellaneous Project supplies, etc.

CONTINGENT OPTIONAL ADDITIONAL SERVICES

Professional services excluded from, or that noted within this LOP, can be provided on an hourly or mutually agreed upon fixed fee basis by the Owner and Architect in accordance with the rate table herein. Upon the Owner's request and approval of the same, with scope and fee as established and as mutually agreed upon between the Owner and Architect, we will document the Owner's desired Contingent Specialty and Optional Additional Services selected and approved by the Owner.

CLOSING

While expediting our services, it is understood that the general terms of this LOP are in keeping with the Architect's Standard of Care, until a final Agreement is formalized. The final Agreement and associated additional legal and business terms shall be established in accordance with a formal Agreement that is mutually acceptable to both the Owner and Architect. Furthermore, this "Letter of Proposal (LOP)" shall be referenced and attached to the "Prime Agreement" as "Exhibit A."

Thank you again for this wonderful opportunity to continue to provide our Professional Architectural Services to the Village of Algonquin and the good people in which it serves. If you have any additional questions or comments, please do not hesitate to contact me at your earliest convenience.

Cordially,



Andrew R. Dogan, AIA, NCARB, LEED AP
Chief Operation Officer / Managing Principal

Cc: Marc Rohde, AIA, LEED AP / Williams Architects
Sonja Sporleder / Williams Architects

ACCEPTED BY:

Printed Name and Title – Village of Algonquin Authorized Representative

Village of Algonquin Authorized Signature

Date

M:\Busdev\2025\Municipal\Miscellaneous\2025-620 Algonquin, Village of & McHenry County - New Salt Storage & Fueling Island\Proposal\2025-620 Algonquin_McHenry County Shared Yard Improvements_LOP.docx

Consulting Engineering
Master Agreement Work Order Form

I. Incorporation of Master Agreement

All terms and conditions contained within the Village Engineer Master Agreement executed between the parties shall be applicable to the work to be performed under this Work Order and shall be deemed to be fully incorporated as if fully set forth herein.

II. Project Understanding

A. General Understanding/Assumptions

It is our understanding the Village of Algonquin (Village) wishes to construct a new 120 foot diameter salt dome at its Public Works facility on 110 Mitchard Way in Algonquin. In addition to the construction of the Salt Dome, the improvements also include the expansion of its existing paved public works maintenance facility and materials storage areas in the rear of the building, a new designated brine tank farm, relocated materials storage bins, and the relocation of its dewatering basin.

It is our understanding that the existing refueling station may also be reconfigured and expanded as a future project. The design of the grading for the new refueling station will be included as an alternate within the scope of this work order, with the understanding that construction may occur at a later date. All stormwater management permitting included as part of this proposal will plan for any added pavement on the future refueling station. It is assumed that the design and permitting for the fueling station will be completed by Williams Architects (Architect), including all mechanical, electrical, conduits, and pavement limits, slab design, and other design aspects.

This project also includes hot-mix asphalt resurfacing of all existing pavement within the Algonquin Public Works property, including paved parking and storage in the rear of the building, access drives, and all parking lots in the front of the building. It is assumed there are no sidewalk ramps or other accessibility improvements required or included as part of this project to meet the Americans with Disabilities Act (ADA) requirements.

All proposed improvements are planned to occur within the existing parcel boundaries, owned and maintained by the Village. There is no proposed land acquisition, nor permanent or temporary construction easements anticipated outside the existing parcel boundaries required to complete the construction of the improvements.

It is our understanding that the Architect has completed conceptual planning for the project site, including the location of the salt dome, anticipated new pavement expansion limits, brine tank location, relocated materials storage bins, and newly configured refueling station. We also understand that Featherstone, Inc was selected as the Project Manager (PM) for the project, who will be responsible for taking the lead on overall project scheduling, primary coordination efforts, construction documents compilation, cost estimating, and bidding services.

The existing maintenance facility is assumed to remain fully operational during the construction of the proposed improvements. As such, construction vehicles, access, staging, deliveries, and materials storage will be limited to various areas outside of the active maintenance yard parking and storage. The expansion of the existing detention basin will be among the first items constructed to provide no shortage of detention volume during temporary construction conditions. It is also assumed that the newly proposed salt dome must be fully completed prior to the demolition of the existing salt dome for transferring remaining salt. The resurfacing and restriping of the existing maintenance yard may also be staged in order to minimize overall disruption. As such, a maintenance of traffic/work zone plan will be provided to the contractor to demarcate allowable work zones, contractor access, and provide a suggested contractor sequencing in addition to maintaining public works operations as reviewed and approved by the Village.

The Village-adopted Kane County Stormwater Management Ordinance will be used as a basis to compute stormwater management requirements and best management practices. Due to the large amount of anticipated added impervious area on site, detention and permanent retention volume is anticipated to be required. The existing detention facility adjacent to the existing salt dome structure will be analyzed with respect to the topographic survey to establish existing conditions storage volume, in addition to record stormwater permitting reports, if available. Soil erosion and sediment control measures will be implemented across the full span of the proposed improvements to address stormwater runoff during construction and avoid water quality impacts downstream.

This proposal of services does not include any private utility relocation permits, engineering, or fees.

It is our understanding the project will be designed in the Fall 2025 with construction occurring in the Spring and Summer of 2026, pending permit approvals. We also understand the project will be locally funded for all design and construction costs.

B. Design Criteria
Village/IDOT

III. Scope of Services

A. Surveying and Geotechnical Services

Task A.1 –Topographic Survey: As part of this task, CBBEL will perform topographic survey of the Public Works maintenance facilities, parking areas in the rear of the building, existing detention basin, and the existing refueling station and access drives, an area of approximately 8.5 acres. The survey shall include the following specific tasks:

Included are the following survey tasks:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will tie into NGS Monumentation control utilizing state of the art GPS equipment. Horizontal Datum

will correlate with established/existing NGS control monuments (NAD '83, Illinois East Zone 1201).

2. Vertical Control: Establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. State-of-the-art GPS equipment will be used to establish benchmarks and assign a vertical datum on the horizontal control points. This will be based on GPS observed NGS Monumentation (NAVD '88 Datum).
3. CBBEL will field locate all pavements, bike path, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits. Field location of all above ground utilities including, but not limited to: water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. CBBEL will also include finished floor elevations for all existing buildings on site within the project limits.
4. All trees of 6 inch caliper or greater to be surveyed within Project Areas, & Tree Line only of forested and landscaped areas. Provide tree size, location and elevation on survey.
5. Office calculations and plotting of field and record data.
6. Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals at all grade controlling features.
7. Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.
8. Office contouring of field data and one foot contour intervals.
9. Base Mapping: All of the above information will be compiled into one base map representative of existing conditions of the project corridor at a scale of 1"=20' for use in all design and engineering work.

*NOTE: Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services are not included in this proposal.

Task A.2 – J.U.L.I.E. Utility Coordination

CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be

responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way (off-site) & limited areas adjacent to Public Right-of-Way. Identification & location of all private subsurface utilities within project area (on-site) is the responsibility of the client.

Task A.3 – Geotechnical Investigation

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Rubino Engineering, Inc. The investigation includes seven (7) pavement cores to a depth of 2 feet to determine the thickness of existing pavement sections on site. Two (2) direct push soil borings shall be completed to a depth of 5 feet below existing grade, and six (6) soil borings completed to a depth of 20 feet below existing grade to determine the existing condition of subgrade soil materials and provide sample materials to be used for laboratory analysis of chemical constituents. The 20 foot borings shall be used in the design of the foundation elements for the anticipated proposed salt dome, brine farm, and refueling station.

The objectives of the direct push samples are to determine whether the associated laboratory analysis and PIP Evaluation provides a basis for Rubino to sign the IEPA Form LPC-663 for clean construction debris certification, the Unincorporated Soil Certification. A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be provided, and will be addressed to Christopher B. Burke Engineering, Ltd.

B. Engineering Services

Task B.1 – Field Reconnaissance

CBBEL staff will perform a Field Reconnaissance of the project limits with Village staff. The purpose of the Field Reconnaissance will be to verify site constraints and existing field conditions. The results of the Field Reconnaissance will be included in the plans and coordinated with the Village. This task includes evaluation of existing drainage structures on site for condition and repairs. Storm sewer televising is assumed to be completed by the Village.

Task B.2 – Wetland Delineation, Submittal, and Coordination

CBBEL will complete a site investigation to delineate the limits of wetlands and waters of the United States present on site and within 100 feet of the site limits. Wildlife and plant community qualities will be assessed in addition to flagging at the limits of the wetland community for survey. The wetland limits will also be field located with a handheld, sub-meter accuracy GPS unit.

A letter report will be prepared summarizing the wetland's quality ratings, boundaries, and site photographs. If required, CBBEL Environmental Resources staff will assist in preparation of the wetland and buffer portions of the Stormwater

Management Permit outlined in Task B.4. This information will include the required exhibits, specifications, data, and project information.

During the permit review process, if necessary, meetings with regulatory agencies, the PM, and the Village are included in this task to address any comments received and preparation of responses.

Task B.3 – NPDES SWPPP Preparation & NOI Submittal

CBBEL will prepare a Stormwater Pollution Prevention Plan (SWPPP) for the project in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require signed certification statements from all contactors, subcontractors, and the operator as identified in the SWPPP. CBBEL will also complete the Notice of Intent (NOI) and the necessary coordination with Illinois Department of Natural Resources (IDNR) for Threatened and Endangered Species, if applicable. Per the requirements of the Illinois Environmental Protection Agency (IEPA), CBBEL will submit an electronic copy of the SWPPP directly to the IEPA at the time the NOI is submitted. The \$250 application fee will be charged as a direct cost to the project.

Task B.4 – Stormwater Management & Permitting

CBBEL will determine the volume required for detention storage based on the Kane County Stormwater Management Ordinance and incorporate it into the grading plan. A new detailed closed drainage system will be developed in response to the expanded pavement areas and proposed salt dome, which will drain into the expanded detention basin to meet allowable release rates. It is assumed that no underground detention storage design is included in the scope of this work.

Best Management Practices will also be implemented as outlined in the ordinance. Following site stormwater requirements, CBBEL will prepare the necessary permit applications and report to complete the stormwater management permit. The report will include necessary calculations and supporting exhibits demonstrating compliance with both Best Management Practices and detention storage. This documentation will be submitted to the Village for review and approval.

Based on regulatory FEMA mapping, there are no floodplains or floodways on site and therefore compensatory storage will not be required.

Task B.5 – Grading and Site Modeling

CBBEL will prepare detailed maintenance facility pavement elevations and surface grades with respect to planned circulation routes and to provide positive pavement drainage. In addition, grading will be provided for the planned expansion of the existing detention basin to meet calculated stormwater permitting volumetric requirements and hydraulic design requirements through the adopted Kane County Stormwater Management Ordinance.

Task B.6 – Plans, Specifications, and Quantities

CBBEL will prepare detailed engineering plans, specifications, and quantity estimates for the project in preparation for bidding and construction.

It is understood that the Architect will be responsible for creating Plan sheet borders, fonts, and scales for distribution to the project team to be used in the creation of all Engineering plans included within this scope of work. It is assumed that border files sent to CBBEL will be formatted in .DGN or .DWG file types for production of the anticipated contract documents.

Engineering plan sheets are anticipated as follows:

- Civil General Notes (1)
- Existing and Proposed Typical Sections (1)
- Alignment, Ties, and Benchmarks (1)
- Maintenance of Traffic/Work Zone Plans, Notes, and Details (2)
- Existing Conditions and Removals Plans (1)
- Proposed Civil Site Improvements and Geometric Plan (1)
- Signage and Pavement Marking Plan (1)
- Proposed Grading Plan (3)
- Storm Sewer Plans and Profiles (includes existing Water Main adjustments or minor fire hydrant relocations, if applicable) (2)
- Landscaping Plans (includes naturalized detention basin vegetation and plantings) (2)
- Soil Erosion and Sediment Control Plans, Notes, and Details (3)
- Civil Construction Details and Village Standards (4)
- IDOT Highway Standards (10)

It is understood that the PM will be responsible for plan Cover Sheets, general notes, plan and specification compilation, construction cost estimates, construction scheduling, and bidding assistance. This proposal assumes four (4) milestone plan submittals throughout the design process: Preliminary, Pre-Final, Final, and Issue for Bid. During each one of the plan submittals, it is assumed there will be three (3) separate bid packages created by the PM for bidding to various disciplines.

A summary of quantities for all items included within this work order will not be included in the plan set, but shall be provided to the PM for estimates and bidding purposes.

Based on the prepared Proposed Grading Plan, CBBEL will establish the finished floor elevation of the proposed salt dome, brine farm, and fueling station in coordination with the Architect.

It is assumed that all disturbed turf grass areas will be restored with landscape restoration and returned to turf grass, with salt-tolerant seed mix where appropriate. Special landscape seed mixes and/or plant plugs will be installed within the expanded detention basin, with coordination and approval from the Village. This

proposal assumes there are no additional existing or proposed landscape beds impacted or designed as part of the proposed improvements. Additional landscape design is not included in the scope of work.

Per coordination with the Village, the PM, and the Architect, the following tasks are explicitly not included within the scope of this task:

- Lighting Plans or photometrics
- Structural analysis and design for:
 - The proposed salt dome structure
 - Structure foundations
 - Concrete pads and walls for all anticipated features, including but not limited to the brine farm, material storage bins, and the refueling station
- Mechanical, Electrical, or Plumbing engineering, plans, or service connections
- Sanitary sewer construction, service connections, or permitting
- Water Main design, construction, services, or IEPA permitting
- Fire protection/sprinkler systems
- Irrigation design
- Underground stormwater detention storage design
- Cleaning and televising of existing storm and sanitary sewers
- Landscape design outside of the proposed detention basin and existing/proposed turf grass areas.
- Security systems planning and design
- Vehicle gate installations

CBBEL will draft the Plan base sheets at a scale of 1"=20' for the inclusion into the plan set.

Traffic control and protection will be coordinated with the Village to minimize disturbance to the existing maintenance facility, and to prioritize safety and continuous operation with respect to the construction of the proposed improvements.

Task B.7 – Detention Basin Landscape Plan and 3-Year Maintenance & Monitoring Plan

CBBEL's subconsultant Baxter and Woodman Natural Resources (BWNR) will assist CBBEL with the design of the proposed naturalized detention basin expansion. BWNR will review proposed detention basin grades with respect to the hydraulics to assist with the design of naturalized landscape features in the basin, including seed mixtures, plant plugs, and any other consultation or coordination required for this work. This task will include one site visit to the basin to understand existing hydrology and topography of the project area.

This task will also include a three-year Maintenance & Monitoring Plan (M&M Plan) after construction of the naturalized landscape features. The M&M Plan will

ensure that installed native vegetation and other measures meet performance standards and are viable in the long term. The M&M Plan will also identify regular inspection needs and appropriate management activities to eradicate invasive species, establish native species, conduct controlled burns, and other recommendations in addition to identifying all parties expected to carry out the management needs.

Task B.8 – QA/QC Constructability Review

CBBEL will complete a Constructability Review of the plans, specifications, and quantities to ensure practical infrastructure management advocating for a safe, constructable, and cost-effective design solution with the intent to minimize change orders and schedule delays.

The QA/QC Reviewer will perform a comprehensive evaluation of the following items throughout the design process:

- Scoping/field checks
- Submittals
- Design calculations
- Computer inputs/outputs
- Documentation of decisions and directives
- Pay items and quantity calculations
- Project records
- Compliance statements
- Plan format and content

C. Administrative Services

Task C.1 – Meetings/Coordination

The following coordination meetings are assumed:

- 3 Meetings with the Village
- 6 Meetings with the PM and Architect

This task also incorporates all email coordination with the Village, PM, and Architect, including file packaging and reception and meeting minute review.

Task C.2 – Project Management Contingency

This task includes additional Project Management services as a contingency task, if required, for the completion of the project into a single Construction Document package for bid. The scope of all Project Management services is not known at the time of this proposal, but may include additional coordination with the Village, PM, or Architect, additional meetings not included in Task C.1, additional plan review, cost estimating, or typical engineering bidding services.

Task C.3 – Post-Bid RFI Assistance

CBBEL will assist the PM after bidding and during construction for design assistance and Request for Information (RFI) responses as they relate to Civil site work, utilities, or other CBBEL design responsibilities.

D. Deliverables

- PDFs of Preliminary, Prefinal, Final, & Issue for Bid Engineering Plans, Specifications and Quantity takeoffs
- Stormwater Management Report
- Stormwater Pollution Prevention Plan (SWPPP)
- Issue for Bid CAD files (DGN format) for construction

E. Services by Others

Geotechnical Investigation – Rubino Engineering, Inc.

Detention Basin Landscape Plan – Baxter and Woodman Natural Resources

F. Information to be Provided by Client

Private utilities on Public Works property (electrical, telecommunications, fiber optic, etc).

GIS database

G. Not included in Work Order

Bidding services, assistance, or tabulation

Cost estimating

Construction Scheduling

Easements or parcel acquisition

Private utility relocation, permitting, engineering, or fees

Construction Administration and Management

Assistance with RFI and Addenda Preparation

IV. Staff-Hour & Fee Summary

A. Surveying and Geotechnical Services

Task A.1 Topographic Survey

Survey V	2 hrs x \$208/hr =	\$ 416
Survey IV	4 hrs x \$196/hr =	\$ 784
Survey III	6 hrs x \$179/hr =	\$ 1,074
Survey II	40 hrs x \$140/hr =	\$ 5,600
Survey I	40 hrs x \$119/hr =	\$ 4,760
CAD Manager	18 hrs x \$187/hr =	<u>\$ 3,366</u>
		\$16,000

Task A.2 J.U.L.I.E. Utility Coordination

Survey III	6 hrs x \$179/hr =	<u>\$ 1,074</u>
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Task A.3 Geotechnical Investigation

Rubino Engineering, Inc	=	<u>\$19,880</u>
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Subtotal Task A \$36,954

B. Engineering Services

Task B.1 Field Reconnaissance

Engineer IV	6 hrs x \$175/hr =	\$ 1,050
Engineer III	6 hrs x \$157/hr =	<u>\$ 942</u>
		\$ 1,992

Task B.2 Wetland Delineation, Submittal, and Coordination

ERS V	8 hrs x \$208/hr =	\$ 1,664
ERS III	20 hrs x \$145/hr =	\$ 2,900
ERS I/II	30 hrs x \$110/hr =	\$ 3,300
GIS Specialist III	10 hrs x \$157/hr =	<u>\$ 1,570</u>
		\$ 9,434

Task B.3 NPDES SWPPP Preparation & NOI Submittal

ERS V	4 hrs x \$208/hr =	\$ 832
ERS III	20 hrs x \$145/hr =	\$ 2,900
GIS Specialist III	2 hrs x \$157/hr =	<u>\$ 314</u>
		\$ 4,046

Task B.4 Stormwater Management and Permitting

Engineer V	12 hrs x \$208/hr =	\$ 2,496
Engineer I/II	55 hrs x \$135/hr =	<u>\$ 7,425</u>
		\$ 9,921

Task B.5 Grading and Site Modeling

Engineer IV	16 hrs x \$175/hr =	\$ 2,800
Engineer I/II	16 hrs x \$135/hr =	\$ 2,160
CAD Manager	40 hrs x \$187/hr =	<u>\$ 7,480</u>
		\$12,440

Subtotal Task B	\$ 87,529
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Subtotal Task C	\$33,748
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VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: President _____

Date: 8/6/2025 _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
VILLAGE OF ALGONQUIN

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI.....	242
Engineer V.....	208
Engineer IV.....	175
Engineer III.....	157
Engineer I/II.....	135
Survey V.....	208
Survey IV.....	196
Survey III.....	179
Survey II.....	140
Survey I.....	119
Engineering Technician V.....	191
Engineering Technician IV.....	170
Engineering Technician III.....	123
Engineering Technician I/II.....	95
CAD Manager.....	187
CAD II.....	136
CAD I.....	119
GIS Specialist III.....	157
Landscape Architect II.....	179
Landscape Architect I.....	157
Landscape Designer III.....	136
Landscape Designer I/II.....	106
Environmental Resource Specialist V.....	208
Environmental Resource Specialist IV.....	170
Environmental Resource Specialist III.....	145
Environmental Resource Specialist I/II.....	110
Environmental Resource Technician.....	123
Bus Ops Department.....	120
Engineering Intern.....	81

Updated January 13, 2025

NO.	DATE	REVISIONS	DESCRIPTION
WA No.	2024-050		
Date	16 JULY		
Issue	CONCEPT DESIGN		
DWR	KLC		
CHK	MCR		

