

**Village of Algonquin
Committee of the Whole
September 9, 2025
7:30 PM
Ganek Municipal Center
2200 Harnish Drive, Algonquin**

Trustee Dianis - Chairperson
Trustee Smith
Trustee Brehmer
Trustee Auger
Trustee Spella
Trustee Glogowski
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 a Non-Exclusive Licensing Agreement with Sparkle K LLC and GKG Property, LLC, for the Use of Certain Village Property
- B. Consider a Variation for a Reduced Corner Side Yard Setback and Reduced Lot Size
- C. Consider the Algonquin-Lake in the Hills Chamber of Commerce Algonquin Wine and Dessert Walk Public Event on October 11, 2025
- D. Consider the Fox River Med Spa Trunk or Treat Public Event on October 4, 2025

4. General Administration

- A. Discussion Regarding Residential Waste Hauler Request for Proposal

5. Public Works & Safety

- A. Consider an Agreement with Trotter & Associates, Inc. for the Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) Recertification
- B. Consider a Resolution for Safe Routes to School Grant Funding Assistance
- C. Consider an Agreement with Flow Technics Inc. for the Purchase of Replacement Pumps for the Algonquin Shores Lift Station
- D. Consider an Agreement with Copenhaver Construction, Inc. for the Spella Park Retaining Wall Replacement
- E. Consider an Agreement with B&B Holiday Decorations for the Down Town Holiday Lights
- F. Approval to Purchase a New Camera Van for the Sewer Department.

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>	September 9, 2025
<u>SUBMITTED BY:</u>	Patrick M Knapp AICP, Deputy Director
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Consider a Non-Exclusive Licensing Agreement with GKG Property, LLC & Sparkle K LLC

ACTION REQUESTED:

Kristi Grimm, the new owner of Whiskey and Wine, is requesting to continue to utilize Village Property on the north side of the building for outdoor dining and live music.

DISCUSSION:

This Non-Exclusive License Agreement was previously approved between the Village and Greg Geigle, the former owner of Whiskey and Wine in March 2024. With the sale of Whiskey and Wine to Kristi Grimm, the agreement needs to be updated.

Changes from the previous License Agreement:

- The agreement expiration date changed from November 1, 2027 to November 1, 2028.
- The live acoustic performance ending time changed from 9:30 pm to 10:00 pm.
- Live acoustic performances no longer have to be pre-approved by the Village. However, the Village now has the right to shut down a live acoustic performance if the performance conflicts with an approved downtown event or is determined to be a nuisance.
- Language has been added that the Licensee cannot install lights, banners, flags, or similar items to the railings and surfaces of the Creek Walk Patio.

RECOMMENDATION:

Staff recommends that the Committee of the Whole advance this Non-Exclusive License Agreement to the Village Board for approval.

ATTACHMENTS:

- Non-Exclusive License Agreement
- Exhibit A: Outdoor Patio Area

NON-EXCLUSIVE LICENSE AGREEMENT

This NON-EXCLUSIVE LICENSE AGREEMENT (“Agreement”) is made by the Village of Algonquin (the “Village”) and GKG Property, LLC, as owner of certain property (“GKG Property”) and Sparkle K LLC, as a tenant (“Whiskey and Wine”), collectively referred to as “Licensees”.

RECITALS:

GKG Property, LLC is the legal titleholder of property located at 103-111 South Main Street and legally described as follows:

PARCEL 1: THAT PART OF LOT 1 IN BLOCK 9 IN PLUMLEIGH’S ADDITION TO ALGONQUIN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF MAIN STREET, BEING ALSO THE NORTHWESTERLY LINE OF SAID LOT 1, THAT IS 133.05 FEET NORTHEASTERLY, (MEASURED ALONG SAID NORTHWESTERLY LINE) FROM THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE SOUTHEASTERLY, 132.75 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1, THAT IS 134.1 FEET NORTHEASTERLY, (MEASURED ALONG SAID SOUTHEASTERLY LINE), FROM THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 35.9 FEET; THENCE NORTHWESTERLY, 133.2 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF MAIN STREET, THAT IS 37.29 FEET NORTHEASTERLY FROM THE PLACE OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, 37.29 FEET TO PLACE OF BEGINNING, SAID ADDITION BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 1860, IN BOOK 28 OF DEEDS, PAGE 400, IN MCHENRY COUNTY, ILLINOIS,

PARCEL 1A: PART OF LOT 1 IN BLOCK 9 IN PLUMLEIGH’S ADDITION TO ALGONQUIN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF MAIN STREET, BEING ALSO THE NORTHWESTERLY LINE OF SAID LOT 1 THAT IS 133.05 FEET NORTHEASTERLY (MEASURED ALONG SAID NORTHWESTERLY LINE), FROM THE SOUTHWESTERLY CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY, 132.75 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1, THAT IS 134.1 FEET NORTHEASTERLY, (MEASURED ALONG SAID SOUTHEASTERLY LINE), FROM THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, 14.8 FEET; THENCE NORTHWESTERLY, 132.75 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF MAIN STREET, THAT IS 14.14 FEET SOUTHWESTERLY FROM THE PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE, 14.14 FEET TO THE PLACE OF BEGINNING, SAID ADDITION BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 1860, IN BOOK 28 OF DEEDS, PAGE 400, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 1B: A NON-EXCLUSIVE EASEMENT COMMENCING AT A POINT IN THE SOUTHEASTERLY LINE OF MAIN STREET, BEING, ALSO THE NORTHWESTERLY LINE OF SAID LOT 1 THAT IS 170.34 FEET NORTHEASTERLY (MEASURED ALONG SAID NORTHWESTERLY LINE) FROM THE SOUTHWESTERLY CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY 87.0 FEET FOR THE PLACE OF BEGINNING, BEING ALONG A LINE THAT IF EXTENDED WOULD INTERSECT THE SOUTHEASTERLY LINE OF SAID LOT 1 AT A POINT 170.0 FEET NORTHEASTERLY (MEASURED ALONG SAID SOUTHEASTERLY LINE) FROM THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE CONTINUING SOUTHEASTERLY ALONG THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 46.20 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 1; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 15.0 FEET; THENCE NORTHWESTERLY 46.20 FEET TO A POINT 15.0 FEET NORTHEASTERLY OF THE PLACE OF BEGINNING; THENCE SOUTHWESTERLY 15.0 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS, AS SET FORTH IN GRANT OF RIGHT-OF-WAY FROM D. A. ROWSON AND ELDA ROWSON, HIS WIFE, TO ERNEST ELLIOTT AND RENA ELLIOTT, HIS WIFE DATED MARCH 31, 1964 AND RECORDED APRIL 17, 1964 AS DOCUMENT NO. 427208.

PIN: 19-34-107-002 (the "Property")

The Village is the legal titleholder of the property commonly known as 101 S. Main Street which consists of the creek walk patio that is located along the north side of the Property ("Creek Walk Patio"), PIN 19-34-107-001.

GKG Property owns the building where Whiskey and Wine operates a restaurant on the Property known as Whiskey and Wine and, as a part of the restaurant, said Licensees wish to utilize an area of the Village's Creek Walk Patio north of the property line of the Property for an outside eating area and to also have live acoustic performers play music. Said eating area, which is referred to herein as the "Outdoor Patio" is depicted on the Site Plan attached hereto and incorporated herein as "Exhibit A".

Whiskey and Wine plans to apply each year for an auxiliary outdoor liquor license to serve alcohol within said Outdoor Patio.

Licensees are requesting that the Village grant them a non-exclusive license for giving them the right to utilize the Creek Walk Patio for the proposed Outdoor Patio. The Village is willing to do so provided that the Licensees provide the Village with certain assurances and the releases as herein defined.

Accordingly, the Village and Licensees agree as follows:

1. The Village hereby grants to Licensees a non-exclusive license with respect to the surface portion of the Creek Walk Patio in the location depicted on Exhibit A for the operation of

the Outdoor Patio for food and alcohol sales and service as part of the Whiskey and Wine restaurant establishment.

2. Said non-exclusive license is terminable at the sole discretion of the Village and shall terminate no later than October 31, 2028.

3. Licensees may have live acoustic performance throughout the term of this Agreement between the hours of noon and 10:00 p.m. The Village has the right to shut down a performance on the Creek Walk Patio if the performance conflicts with an approved downtown event or is determined to be a nuisance, as set forth in Chapter 12 NUISANCES of the Village Code of Ordinances.

4. Licensees' event coordinator is responsible for suspending or canceling the performance in case of structural concerns, electrical malfunctions, or storms that may include winds in excess of 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public.

5. Licensees agree that any temporary tents or structures approved as part of a separate event permit in the Outdoor Patio shall be properly weighted or tied down in accordance with manufacturers' instructions and shall not be permanently affixed to the Creek Walk Patio railing or surface. No cooking is allowed under the tents unless the tent is certified for such use. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter.

6. Licensees have examined and know the condition of the Creek Walk Patio and have received the same in good repair, and acknowledge that no representations as to the condition and repair thereof, and no agreements or promises to alter, repair or improve the Outdoor Patio, have been made by the Village.

7. Licensees agree that they are solely responsible for maintaining the Creek Walk Patio and Outdoor Patio and will remove any trash or debris that accumulates on the Creek Walk Patio. If the Creek Walk Patio is not kept in good repair and in a clean, sightly and healthy condition by Licensees, the Village may enter the licensed premises without such entering

constituting an interference with the possession of the Outdoor Patio by Licensees, and the Village may make any and all repairs necessary to restore the Creek Walk Patio to its original condition and Licensees agree to pay the Village any expenses it may incur in restoring the Creek Walk Patio to its original condition as a result of damages caused by Licensees' use. The Licensees agree to not install lights, banners, flags, or similar items to the railings and surfaces of the Creek Walk Patio.

8. Licensees shall allow the Village free access to the Outdoor Patio for the purpose of examining the same, or to make any repairs or alterations thereof which the Village may see fit to make, and to ensure that the use of the Outdoor Patio is in compliance with the Village Municipal Code. Licensees further agree not to obstruct pedestrian access to and around said Creek Walk Patio.

9. Licensees agree that the Outdoor Patio will comply with all applicable statutes, codes and ordinances, including the Americans with Disabilities Act. Licensees shall abide by all provisions of the Village Municipal Code, specifically, Section 31.04, Public Events, Entertainments.

10. Licensees understand and agree that they must obtain an auxiliary liquor license pursuant to Chapter 33, Liquor Control and Liquor Licensing, of the Village Municipal Code.

11. Licensees understand and agree that a controlled point of access shall be maintained at all times, for access into the Outdoor Patio. Whiskey and Wine shall establish a hostess station to be staffed at all times by an employee to restrict access into the Outdoor Patio to other employees / servers, and customers that have already been seated in the Outdoor Patio.

12. The parties agree that the Village is not liable to the Licensees for any damage or injury to them or their personal property situated on said Outdoor Patio area regardless of the cause of said damage or injury. All claims for any such damage or injury are expressly waived by the Licensees.

13. Licensees agree that they and their successors and assigns shall hold harmless, indemnify and reimburse the Village, its officials, employees, successors and assigns for any and

all liabilities, including but not limited to attorney's fees, claims and judgments, arising from or in connection with this non-exclusive license and the operation of said Outdoor Patio and including any incidents associated with the sale and consumption of alcohol on the Outdoor Patio, excepting those negligent acts or omissions of the Village.

14. Licensees assume liability for all injury to or death of any person or persons including employees of Whiskey and Wine, any supplier or any other person and assumes liability for all damage to property sustained by any person related to Licensees' use of the Property.

15. Licensees shall maintain the following insurance policies with limits no less than:

a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.

b. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

c. Liquor Liability: Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

In addition, the policies are to contain, or be endorsed to contain, the following provisions:

General Liability and Liquor Liability Coverages.

- a. The Village is to be covered as an insured with respect to liability arising out of activities performed by or on behalf of Licensees and the Outdoor Patio. The premises included in the policy shall specifically include the Outdoor Patio area. The coverage shall contain no special limitations on the scope of protection afforded to the Village except coverage for the Village will be limited to the Outdoor Patio area.
- b. Licensees' insurance coverage shall be the primary coverage with respect to the Village. Any insurance or self-insurance maintained by the Village shall be in excess of Licensee's insurance and shall not contribute to it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village.
- d. Licensees' insurance shall contain a Severability of Interests/Cross Liability clause or language stating Licensees' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The insurer shall agree to waive all rights of subrogation against the Village for losses arising from work performed by Licensees.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

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.

Licensees shall furnish the Village with certificates of insurance naming the Village as additional insureds, 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. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village. Other additional insured endorsements may be utilized if they provide a scope of coverage at least as broad as the coverage stated on such endorsement. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

16. This Agreement shall not be amended except upon written agreement of all Parties and ratified by Board action except as outlined in paragraph 2 herein.

17. This Agreement shall not be assignable by Licensees without the prior written consent of the Village which shall not be unreasonably denied.

18. Licensees shall pay upon demand all the Village's costs, charges and expenses, including fees of attorneys, agents and others retained by the Village, incurred in enforcing any of the obligations of Licensees under this non-exclusive license or in any litigation, negotiation or transaction in which the Village shall, without the Village's fault, become involved through or on account of this non-exclusive license.

19. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition and validity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20. All of the obligations of the Licensees outlined in this Agreement are the joint and several responsibilities of GKG Property and Whiskey and Wine.

21. This Agreement may be recorded by Licensees with the McHenry County Recorder of Deeds office.

Dated this ____ day of _____, 2025.

VILLAGE OF ALGONQUIN

By: _____
Tim Schloneger, Village Manager

ATTEST:

Fred Martin, Village Clerk

GKG PROPERTY, LLC

By: _____
Greg Geigel, its Manager and
authorized agent

SPARKLE K LLC DBA WHISKEY AND WINE

By: _____
Kristi Grimm, its Manager and
authorized agent

Exhibit A: Whiskey and Wine Outdoor Dining Area





Village of Algonquin

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AGENDA ITEM

<u>MEETING TYPE:</u>	Committee of the Whole
<u>MEETING DATE:</u>	September 9, 2025
<u>SUBMITTED BY:</u>	Patrick M. Knapp, AICP, Director Stephanie Barajas, Planner
<u>DEPARTMENT:</u>	Community Development Department
<u>SUBJECT:</u>	Consideration of a Request for a Lot Size and Corner Side Yard Setback Variation for 190 Wildwood Road

ACTION REQUESTED:

Tom Hultsch, the “Petitioner” and “Owner”, is requesting a variation for 190 Wildwood Road, the “Subject Property,” to allow for a reduced lot size of 8,509.2 square feet and a reduced corner side yard setback of 18 feet.

PLANNING & ZONING COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the Request at the August 11, 2025, Planning and Zoning Commission Meeting.

There were no comments from the public. After discussion, the Planning and Zoning Commission accepted (approved 7-0) staff’s findings as the findings of the Planning and Zoning Commission and recommended approval of the variation request, as outlined in the staff report for case PZ-2025-07 and subject to staff’s recommended conditions.

DISCUSSION:

The R-2 One-Family Dwelling Zoning District requires a minimum lot size of 8,700 square feet and a minimum corner side yard setback of thirty (30) feet. The Subject Property has a nonconforming lot size of 8,509.2 square feet and an irregular shape, which significantly restricts the buildable area. The Petitioner is therefore seeking a variation to allow a reduced lot size and a reduced corner side yard setback of eighteen (18) feet to construct a one-story single-family home. Note that the dwelling must comply with all applicable Building and Village Codes, and a building permit for the construction of the dwelling must be issued within six months of the variation approval.

STAFF RECOMMENDATION:

Staff finds that the standards for a variation have been met and recommends that the Committee of the Whole advance the request to the Village Board for approval of the Lot Size and Corner Side Yard Setback Variation.

ATTACHMENTS:

- Exhibit A. Planning & Zoning Staff Report and Findings of Fact for Case No. PZ-2025-07
- Exhibit B. DRAFT August 11, 2025, Planning & Zoning Commission Minutes
- Exhibit C. Plat of Survey
- Exhibit D. Site Plan & Building Elevations

STAFF REPORT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

Patrick M. Knapp, AICP
Director of Community Development

Stephanie Barajas
Planner

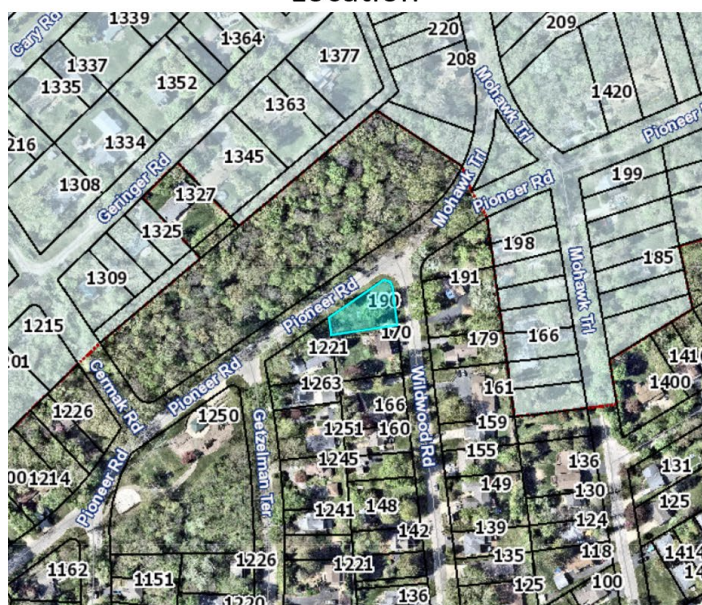


CASE NUMBER:	PZ-2025-07
MEMO DATE:	August 7, 2025
PUBLIC HEARING DATE:	August 11, 2025
PROPERTY ADDRESS/LOCATION:	190 Wildwood Road
APPLICANT/ PROPERTY OWNER:	Tom Hultsch

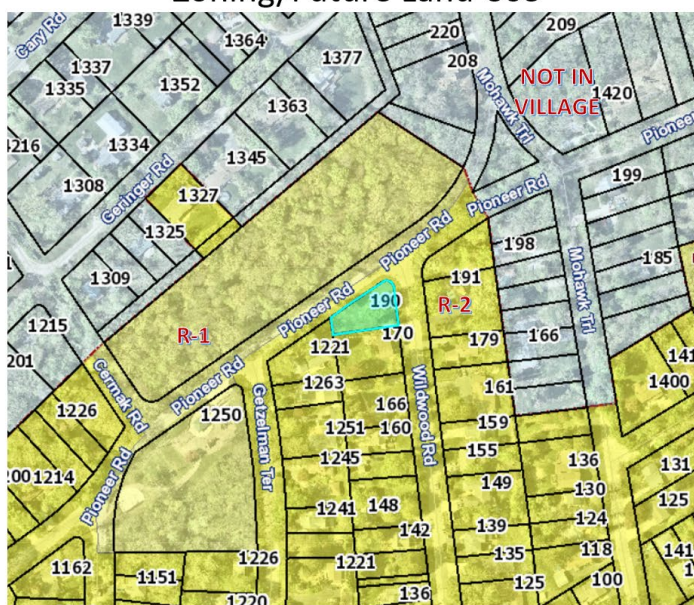
REQUEST SUMMARY

Tom Hultsch, the “Petitioner” and “Owner”, applied for a setback and lot width variation for the vacant parcel located at the southwest corner of Wildwood Road and Pioneer Road, the “Subject Property”, commonly known as 190 Wildwood Road.

Location



Zoning/Future Land Use



Existing Zoning:	R-2 One-Family Dwelling	Existing Land Use:	Vacant
		Proposed Land Use:	Single-Family Residential
Future Land Use Plan Designation:	Medium Density Suburban Residential		
Surrounding Zoning & Land Use	North:	R-1 One-Family Dwelling – Vacant (Village Property)	
	East:	R-2 One-Family Dwelling – Single-Family Homes	
	South:	R-2 One-Family Dwelling – Single-Family Homes	
	West:	R-2 One-Family Dwelling – Single-Family Homes	

STAFF RECOMMENDATION

Staff recommends approval of the Petitioner’s request as the request conforms to the Village’s Comprehensive Plan and Future Land Use Map.

DISCUSSION OF STAFF RECOMMENDATION

Background

The Subject Property is a corner lot originally platted as part of the Frank E. Merrill and Co.’s Algonquin Hills Unit No. 3 Subdivision in 1928. In 2022, the Village Board approved two setback variations for this property through Ordinance No. 2022-O-12, *An Ordinance Granting Two (2) Variations From The Algonquin Zoning Ordinance to Allow A Reduction to the Front Yard and Rear Yard Building Setback At 190 Wildwood Road*. After approval, the previous Owner did not obtain a building permit for the construction of the proposed single-family home and later sold the property to the Petitioner. Under Section 21.18.C of the Algonquin Zoning Code, the variation approvals are no longer valid as the use was never established and a building permit was not issued.

Request and Use of the Subject Property

The Petitioner applied for a lot size and corner side yard setback variation to construct a single-story, 1,280-square-foot house on an 8,509.2 square foot lot. Per the Algonquin Zoning Code, the front lot line of this corner lot will be along Wildwood Road as the front door will face this street. The proposed structure will comply with the front, side, and rear setback requirements, as well as the height and minimum dwelling unit size requirements, of the R-2 Zoning District, as outlined in Section 21.5 of the Bulk Chart in the Zoning Code.

However, the existing lot size does not conform to the minimum requirement. Additionally, the buildable area is restricted due to the irregular shape of the lot; the rear lot line length is half the length of the front lot line, resulting in a narrow buildable area. The Subject Property's area is 8,509.2 square feet, which is less than the minimum required area of 8,700 square feet for the R-2 One-Family Dwelling Zoning District. Additionally, the minimum required corner side yard setback is 30 feet, and the requested setback is 18 feet. If approved, approximately 125 square feet of the proposed home will encroach into the required 30-foot setback. Without a lot size variation, no structure can be built even if it complies with all other Bulk Chart requirements. The irregular shape of the lot also limits the construction of any structure. Table 1 outlines the proposed variation requests:

Lot Requirements	R-2 Requirements	Proposed	Variation
Lot Size	8,700 square feet	8,502.9 square feet	197.1 square feet
Front Yard Setback	30 feet	30 feet	N/A
Rear Yard Setback	30 feet	30 feet	N/A
Interior Side Yard Setback	7 feet	7 feet	N/A
Exterior Corner Side Yard Setback	30 feet	18 feet	12 feet

Table 1: R-2 Zoning District Setbacks and Proposed Variations

Next Steps

The Variation request for this Subject Property will be discussed at the Committee of the Whole and will then go to the Village Board for final approval. This Variation request will expire in six (6) months if no building permit is approved for the Subject Property.

STANDARDS & FINDINGS

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

STAFF RECOMMENDATION

Staff finds that the standards for a Variation have been met and recommends approval of the Lot Size and Corner Side Yard Setback Variation listed in this staff report. Based on these findings, staff recommends that the Planning and Zoning Commission make a motion to adopt staff's findings as the findings of the Planning and Zoning Commission and recommend **approval** of the following motion:

1. "A Variation to allow a reduced lot size of 8,509.2 square feet and a reduced corner side yard setback of 18 feet for the Subject Property, also known as Lot 3 in Block 43 in Frank E. Merrill and Company's Algonquin Hills Unit 3, as outlined in the staff report for case PZ-2025-07 dated August 7, 2025, subject to the following conditions and final staff approval:
 - a. A building permit and site development permit shall be issued prior to the construction of the single-family home;
 - b. The single-family home shall meet all other bulk chart regulations."

I concur:



Patrick M Knapp, AICP

Director of Community Development

Attachments:

- Exhibit A. Standards & Findings
- Exhibit B. Plat of Survey
- Exhibit C. Site Plan & Building Elevations

Exhibit A: Standards & Findings of Fact

Variation Standards – Section 21.17 of the Zoning Ordinance provides that before recommending any variation, the Planning and Zoning Commission shall first determine and record its finding that the evidence justifies conclusions that the proposed variation:

- a) will not impair an adequate supply of light and air to adjacent property
- b) will not unreasonably diminish the values of adjacent property
- c) will not unreasonably increase congestion in the public streets or otherwise endanger public safety, and
- d) is in harmony with the general purpose and intent of this Chapter.

Where the evidence is not found to justify such conclusions, that fact shall be reported to the Village Board with a recommendation that the variation be denied.

Petitioner Response:

- a) The adjacent property at 170 Wildwood is a two-story residence whereas the proposed residence is only one story. Also, there is a 7'-0" setback from the shared property line.
- b) The proposed residence is smaller in scale and size than the adjacent property and will not impact on its value.
- c) The proposed residence is a single-family occupancy with a one-car driveway from Pioneer Rd. The traffic to and from the residence will be minimum and will not increase congestion and/or endanger the public safety.
- d) The one-story residence is only 1,280 square feet and maximum 10'-6" in height." The residence is well below the maximum floor area ratio and height restrictions of the zoning district.

Staff Response: The Subject Property meets the standards for a Variation as it has excruciating hardships associated with its shape, location, code, etc.

The following findings of fact should be accepted if the Commission recommends approval of the variations:

1. The proposed variances are appropriate and desirable in this location and will be compatible both with the Comprehensive Plan designation and surrounding uses.
2. The proposed residence on this site will not be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity, or injurious to property values.
3. The proposed use will comply with all zoning requirements of the Village and conditions stipulated as part of the approval. The Subject Property is zoned R-2 One-Family Dwelling and the proposed use is allowed and will be required to meet building code requirements.



Village of Algonquin

COMMUNITY DEVELOPMENT DEPARTMENT

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

PLANNING AND ZONING COMMISSION MINUTES

AUGUST 11, 2025

Roll Call - Establish Quorum

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

Director Patrick Knapp called the roll to check attendance.

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

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

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

Public Comment

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

Approval of Minutes

Chair Patrician asked for approval of the June 9, 2025, Planning and Zoning Commission minutes.

A motion was made by Commissioner Rasek and seconded by Commissioner Szpekowski to approve the minutes. The motion was approved with a 7-0 vote.

Case Number PZ-2025-07 – Consideration of a Request for a Lot Size and Corner Side Yard Setback Variation

Planner Barajas confirmed that the Public Notice requirement was fulfilled.

Tom Hultsch, the Petitioner and Owner, gave a verbal presentation to the Planning & Zoning Commission and requested a positive recommendation.

Planner Barajas gave a digital presentation to the Planning & Zoning Commission stating that Staff supports the request with the conditions outlined in the Staff Report.

Commissioner Laipert asked if there were any objections from neighbors. Mr. Hultsch responded that he spoke to multiple neighbors and none had objections.

Commissioner Neuhalfen inquired whether the reduced setback takes into account any roof overhangs. Planner Barajas clarified that while setbacks are measured to the foundation of the structure, the requested setback allows some flexibility to accommodate roof overhangs or minor adjustments during construction. Commissioner Neuhalfen then asked about the total construction time. Mr. Hultsch responded that he would begin as soon as he receives approval. Commissioner Neuhalfen then inquired about the Village-owned property north of the Subject Property. Director Knapp explained that the land is unbuildable due to the slope.

Chair Patrician commented on the previous variation approval for the Subject Property and a variation denial at a different location on Gaslight Drive. He asked for clarification on how this request meets the variation standards to better understand why the request is appropriate compared to other requests. Director Knapp explained that the Subject Property's neighborhood was platted long ago and was intended for cottage homes on small lots, while the Gaslight Drive subdivision and PUD were specifically approved with a 40' building line. Director Knapp added that other houses in the Subject Property's neighborhood have nonconforming setbacks.

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

Commissioner Szpekowski thanked Chair Patrician for his previous comment.

Director Knapp added that the most important takeaway is that the variation request will make the Subject Property buildable, whereas the Gaslight Drive request involved a property with an existing home and alternative solutions.

Commissioner Neuhalfen asked if a garage would be constructed. Mr. Hultsch responded that a garage is not currently planned, but may be pursued in the future if it meets the setback requirements.

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

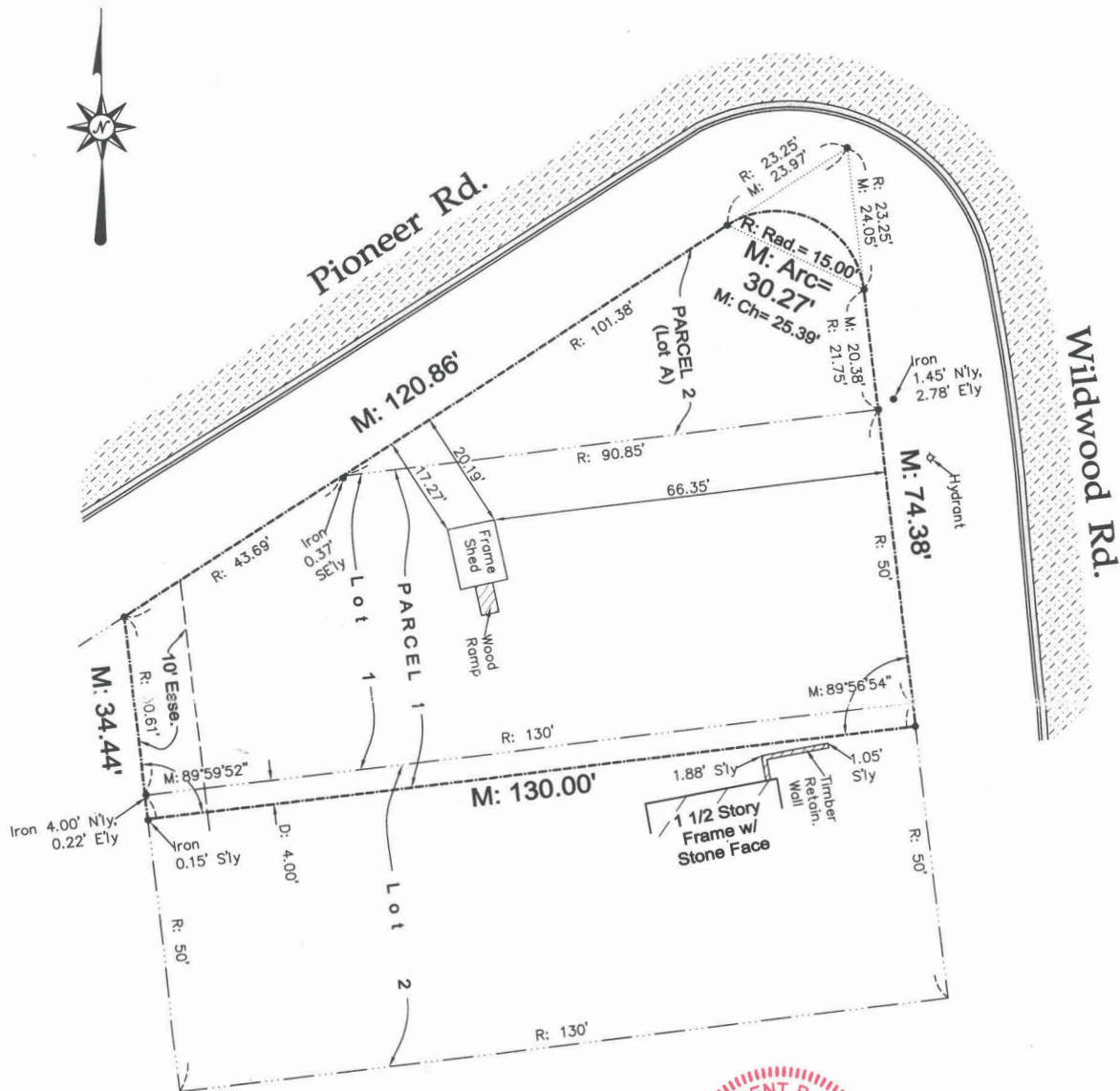
Chair Patrician asked for a motion. A motion was made by Commissioner Bumbales and seconded by Commissioner Sturznickel to adopt Staff's findings of fact as the findings of the Planning & Zoning Commission and to recommend approval of a Variation to allow a reduced lot size of 8,509.2 square feet and a reduced corner side yard setback of 18 feet for the Subject Property, also known as Lot 3 in Block 43 in Frank E. Merrill and Company's Algonquin Hills Unit 3, subject to the conditions as outlined in the staff report for case PZ-2025-07 dated August 7, 2025. The motion carried with a 7-0 vote.

DRAFT

PLAT OF SURVEY

PARCEL 1: LOT 1 AND THE NORTHEASTERLY 4.0 FEET OF LOT 2 IN BLOCK 38 IN FRANK E. MERRILL AND CO'S ALGONQUIN HILLS UNIT NO. 3, A SUBDIVISION OF PART OF SECTIONS 26 AND 27, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 23, 1928 AS DOCUMENT NUMBER 82647, IN BOOK 6 OF PLATS, PAGE 41, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 2: LOT A IN BLOCK 38 IN FRANK E. MERRILL AND CO'S ALGONQUIN HILLS UNIT NO. 3, A SUBDIVISION OF PART OF SECTIONS 26 AND 27, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 23, 1928 AS DOCUMENT NUMBER 82647, IN BOOK 6 OF PLATS, PAGE 41, IN MCHENRY COUNTY, ILLINOIS.



PROPERTY AREA: 8502.9 SQ. FT.

CLIENT: ATTY. ELAND

JN 20161

LEGEND	
R - RECORD DISTANCE	D - DEED
M - MEASURED DISTANCE	CH - CHORD
PROPERTY LINE	● FOUND IRON
CONCRETE	ASPHALT

SCALE 1" = 20'

SCHLAF-SEDIG
& ASSOCIATES, INC.
130 GATES STREET
ELBURN, ILLINOIS 60119
(630) 365-9831
schlafsedig@comcast.net

DATE OF SURVEY: MARCH 25, 2020

STATE OF ILLINOIS

COUNTY OF KANE

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED, UNDER MY SUPERVISION, ACCORDING TO THE OFFICIAL RECORD AND THAT THE ABOVE PLAT CORRECTLY REPRESENTS SAID SURVEY. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

I FURTHER CERTIFY THAT UNLESS OTHERWISE SHOWN, THE BUILDINGS ON THE PARCEL ARE WITHIN PROPERTY LINES AND THE ADJOINING VISIBLE IMPROVEMENTS DO NOT ENCROACH ON THE ABOVE DESCRIBED PROPERTY.

I FURTHER CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



Vincent B. Frye

MY LICENSE EXPIRES 11-30-2020

COMPARE THE DESCRIPTION OF THIS PLAT WITH DEED, REFER TO THE TITLE POLICY FOR ITEMS OF RECORD NOT SHOWN ABOVE. UNLESS OTHERWISE NOTED, UTILITIES WITHIN EASEMENTS ARE NOT SHOWN HEREON, UNDERGROUND UTILITIES INCLUDING BUT NOT LIMITED TO CONDUITS AND CABLE (IF ANY) HAVE NOT BEEN SHOWN HEREON.

ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION NO. 4183

HULSTCH RESIDENCE
190 WILDWOOD ROAD
ALGONQUIN, ILLINOIS 60101

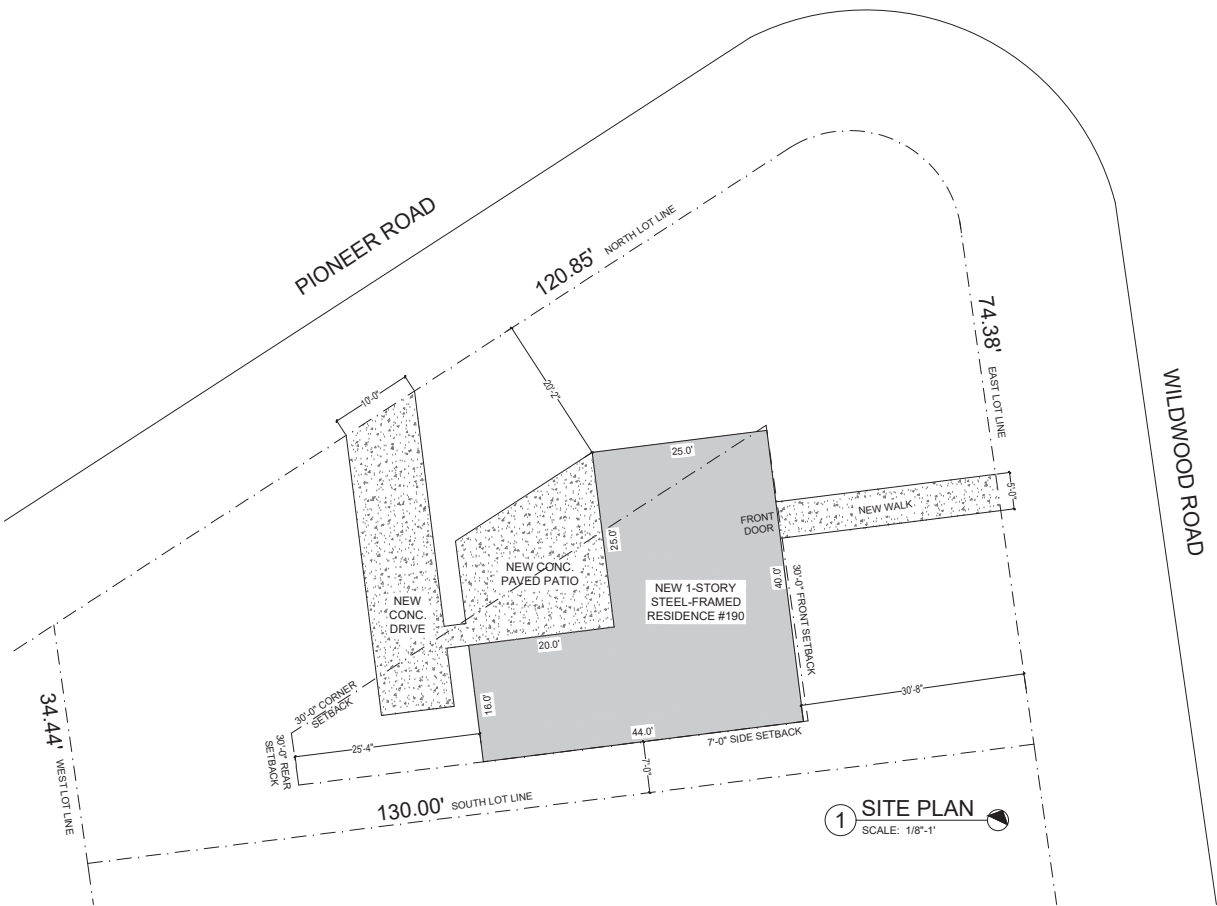
OWNER TOM HULSTCH
190 WILDWOOD ROAD
ALGONQUIN, ILLINOIS 60101

ARCHITECT J. DIMARIA ARCHITECTURE
824 W. SUPERIOR AVENUE, STE. 203A
CHICAGO, ILLINOIS 60642

PROJECT SCOPE:
NEW ONE STORY SINGLE FAMILY, STEEL FRAMED
HOME CONSTRUCTED W/ SHIPPING CONTAINERS
INCLUDING NEW CONCRETE DRIVEWAY & PATIO.

DRAWING INDEX:
CVR COVER PAGE W/ SITE PLAN
A1.1 FOUNDATION & GROUND FLOOR PLANS
A1.2 CONSTRUCTION DETAILS & SCHEDULES
A2.1 EXTERIOR ELEVATIONS
EM.1 ELECTRICAL/ LIGHTING & MECHANICAL PLANS
P1.1 PLUMBING DIAGRAMS & SCHEDULES

APPLICABLE CODES:
• 2018 (IRC) INTERNATIONAL RESIDENTIAL CODE
• 2018 (IBC) INTERNATIONAL BUILDING CODE
• 2018 (IFC) INTERNATIONAL FIRE CODE
• 2018 (IMC) INTERNATIONAL MECHANICAL CODE
• 2018 (IFGC) INTERNATIONAL FUEL GAS CODE
• 2017 (NEC) NATIONAL ELECTRICAL CODE
• INTERNATIONAL ENERGY CONSERVATION CODE (IECC), CURRENT EDITION
• 2018 (IEBC) INTERNATIONAL EXISTING BUILDING CODE
• 2018 (IPMC) INTERNATIONAL PROPERTY MAINTENANCE CODE
• 2018 (IAC) ILLINOIS ACCESSIBILITY CODE
• ILLINOIS STATE PLUMBING CODE, CURRENT EDITION
• SIGN CODE



BUILDING CODE COMPLIANCE STATEMENT

I CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THAT THE ATTACHED PLANS FOR THE RESIDENCE AT 190 WILDWOOD RD., FULLY COMPLY WITH THE REQUIREMENTS OF THE MUNICIPAL CODES OF THE VILLAGE OF ALGONQUIN.

SIGNED
JEANNA L. DIMARIA IL #1022918

ENERGY CODE COMPLIANCE STATEMENT

I CERTIFY THAT I AM A REGISTERED ENERGY PROFESSIONAL (REP). I ALSO CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE & BELIEF THAT THE PLANS FOR 190 WILDWOOD RD. FULLY COMPLY WITH THE REQUIREMENTS OF CHAPTER 18-13. ENERGY CONSERVATION OF THE STATE OF ILLINOIS ENERGY CONSERVATION CODE AS REQUIRED BY STATE LEGISLATION.

SIGNED
JEANNA L. DIMARIA IL #1022918

DRAWN BY:	JD, MC, RP
REVIEW	08/07/24
REVIEW	08/14/24
PERMIT	08/16/24
ZONING REVISION	10/18/24
ZONING REVISION	11/15/24
ZONING REVISION	04/15/25

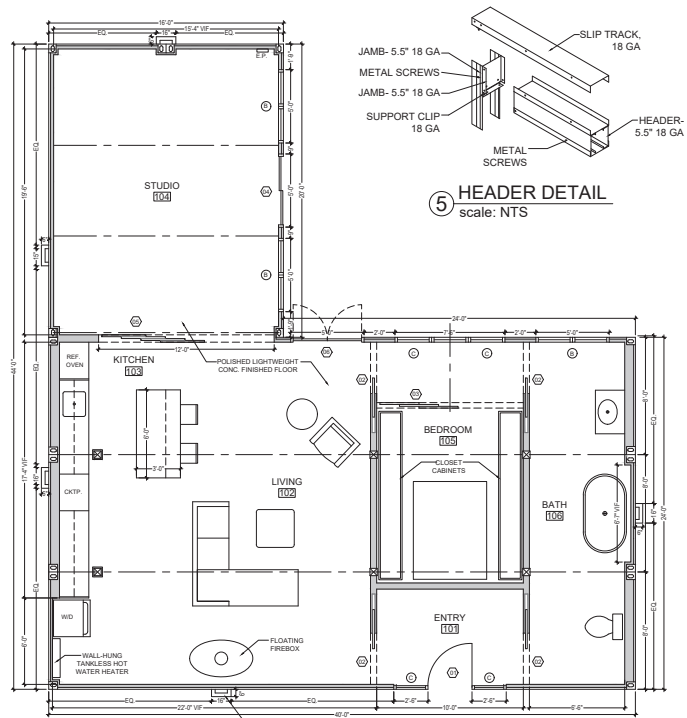
ARCHITECT:
J. Dimaria Architecture, LLC.
824 W. Superior St. #203
Chicago IL 60642
773.817.3735
jdimariaarchitecture@gmail.com

HULSTCH RESIDENCE
190 WILDWOOD DRIVE
ALGONQUIN, IL 60101

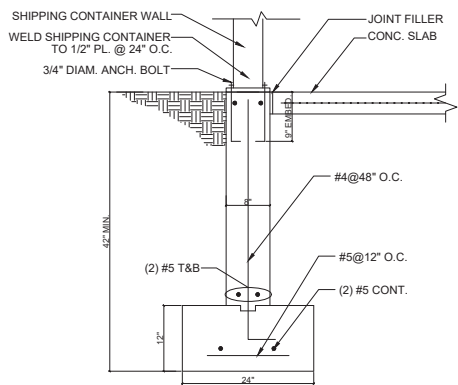
COVER PAGE



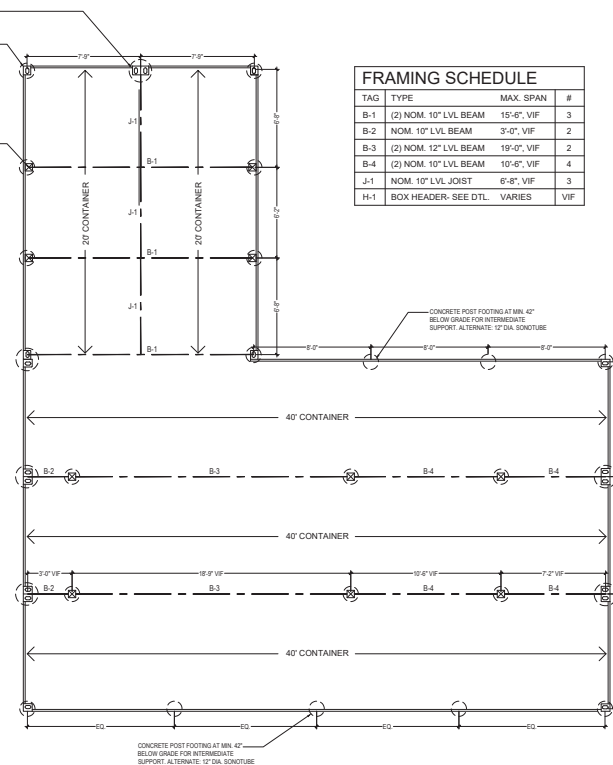
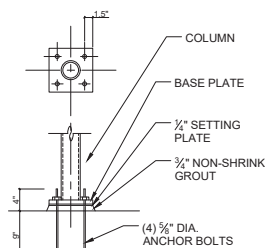
CVR



② GROUND FLOOR PLAN
scale: 1/4"=1'

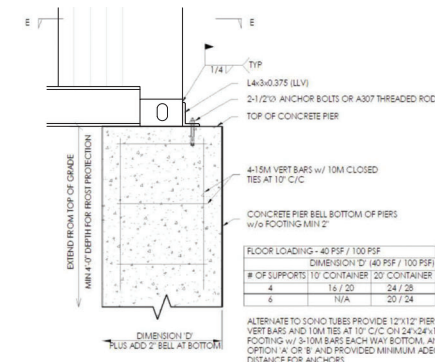


③ POST FOOTING DETAILS
scale: NTS



① FOUND. & FRAMING PLAN
scale: 1/4"=1'

TAG	TYPE	MAX. SPAN	#
B-1	(2) NOM. 10" LVL BEAM	15'-6", VIF	3
B-2	NOM. 10" LVL BEAM	3'-0", VIF	2
B-3	(2) NOM. 12" LVL BEAM	19'-0", VIF	2
B-4	(2) NOM. 10" LVL BEAM	10'-6", VIF	4
J-1	NOM. 10" LVL JOIST	6'-8", VIF	3
H-1	BOX HEADER-SEE DTL.	VARIES	VIF



④ ALT. SONOTUBE DETAIL
scale: NTS

DRAWN BY: JD, MC, RP
REVIEW: 08/07/24
REVIEW: 08/14/24
PERMIT: 08/16/24
ZONING REVISION: 04/15/25

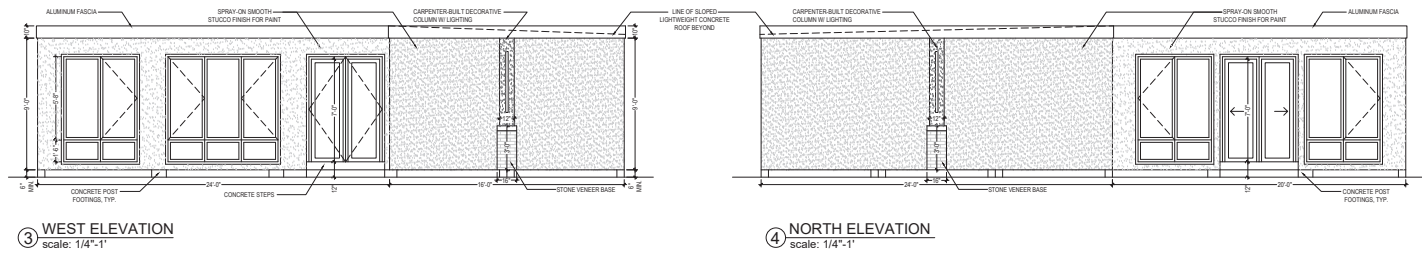
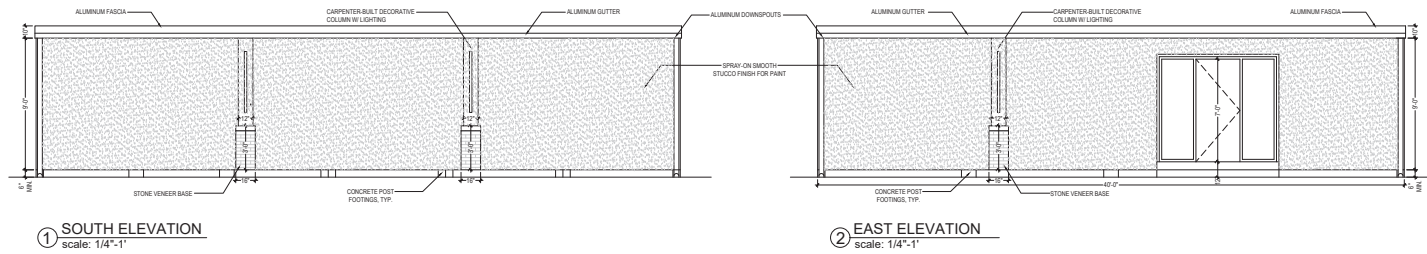
ARCHITECT:
J DiMaria Architecture, LLC.
824 W. Superior St. #203
Chicago IL 60642
773.817.3735
jdiariaarchitecture@gmail.com

HULSTCH RESIDENCE
190 WILDWOOD DRIVE
ALGONQUIN, IL 60101

FOUNDATION & FRAMING
PLAN, GROUND FLR. PLAN
& FOUNDATION DETAILS



A1.1



DRAWN BY:	JD, MC, RP
REVIEW	08/07/24
REVIEW	08/14/24
PERMIT	08/16/24
ZONING REVISION	04/15/25

ARCHITECT:
J.D. Maria Architecture, LLC
824 W. Superior St. #203
Chicago IL 60642
773 817 3735
jdmariarchitecture@gmail.com

HULSTCH RESIDENCE
190 WILDWOOD DRIVE
ALGONQUIN, IL 60101

EXTERIOR ELEVATIONS



A2.1



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>	September 9, 2025
<u>SUBMITTED BY:</u>	Patrick M Knapp, AICP, Director Stephanie Barajas, Planner
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Algonquin-Lake in the Hills Chamber of Commerce; Algonquin Wine & Dessert Walk at Algonquin Commons, Public Event License – October 11, 2025

ACTION REQUESTED:

Greg Urban, on behalf of the Algonquin/ Lake in the Hills Chamber of Commerce, is seeking approval of a Public Event License for the Algonquin Wine & Dessert Walk.

DISCUSSION:

The Algonquin Wine & Dessert Walk will be held on Saturday, October 11, 2025, from 2:00 p.m. to 5:00 p.m. at Algonquin Commons, located at 1900 South Randall Road. The walk will include twenty (20) participating businesses, with twelve (12) wine stops and eight (8) dessert-only stops. Each wine stop will use pre-measured pour spouts to control sample sizes.

Registration will take place in 10' x 10' tents on the patio outside the Algonquin Commons management office. Upon check-in, participants will receive a wristband and a punch card listing the participating businesses. Each business will mark the punch card and participants will be required to consume the wine on-site at the tasting location. The registration fee will be \$50 per participant, with approximately three hundred (300) participants expected.

The Applicant is 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 approval, subject to the following conditions:

- All servers shall be Basset certified;
- Each participating business serving alcohol shall have signage at the exit stating that all alcohol needs to be consumed before leaving. In addition, each stop shall have an attendant at the door to ensure all alcohol is consumed prior to participants exiting;
- Final site and circulation plans are subject to review and approval by Village Staff and ALFPD as needed. The coordinator shall notify the Village of any changes in location or operations, which may be subject to further review and approval by the Village;
- A minimum five-foot (5') wide sidewalk clearance shall be kept at all times;
- Village Police officers and other officials shall have free access to the event at all times to ensure that the event complies with the Municipal Code;

- All Village fees must be paid prior to the event unless they are waived by the Village Board;
- A Special Event Permit to sell alcohol must be obtained from the Village and State Liquor Commissioners;
- 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;
- 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.

ATTACHMENTS:

- Public Event License Application
- Site Plan & Participating Business List



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 60 days prior to the event.

Please type or print legibly.

Official Name of the Event: Algonquin Wine & Dessert Walk

Sponsoring Organization:

Name: Algonquin/Lake in the Hills Chamber of Commerce Contact Name: Greg Urban

Address: 2200 Harnish Dr

City, State, ZIP: Algonquin, IL 60102

Phone: [REDACTED] Email: [REDACTED]

Event Coordinator:

Name: Greg Urban

Home Address: [REDACTED]

City, State, ZIP: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

Event Information:

Describe the Nature of the Event: The event spreads out our attendees across the Algonquin Commons where guests can taste

wine & desserts in different stores & restaurants. Each wine stop has 1/2 oz pours of white or red wine, using premeasured

spouts and measuring devices. All guests have a wristband & booklet, which ensures they only sample once at each stop.

New Event ☐ Repeat Event ☒ If repeat, will anything be different this year? No

Event Address: Algonquin Commons - 1900 S Randall Rd, Algonquin, IL 60102

Date(s) and Time(s) of the Event: Saturday, October 11, 2025 from 2-5pm

Rain Date(s), if applicable: Rain or shine

Set-Up Date/Time: Saturday, October 11, 2025 from 12-2pm

Maximum Number of Attendees/Participants Expected: 300

Admission Fee: Yes ☒ No ☐ If Yes, list fee(s) to be charged: \$50 per person

How will the revenue be used (include donations to non-profit or charitable organizations): Revenues from the event

help fund the Chamber of Commerce, our events and initiatives in the community.

Event Website: www.ALChamber.com

Event Details:

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: All attendees will have their ID's checked to ensure they are over 21 years old, we then affix a wristband on

that person to show they are of age. Each person pouring samples will have a BASSET license and undergo
individual training before the event takes place. During the event Chamber staff will observe & be available to help.

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: The Algonquin Commons has more parking than is necessary and will have
additional onsite security and traffic control staff during the event to ensure all crossings and other areas
remain safe and keep pedestrians safe.

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

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

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

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

Do you wish to serve alcoholic beverages? Yes X _____ No _____

If Yes, do you have DRAM Shop Insurance for the sale/consumption of alcohol? Yes _____ No X If Yes, attach a copy of the policy. **We do carry Liquor Liability Insurance coverage**

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

On-site contact's cell number: [REDACTED] 8

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

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

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

8-14-2025

Date

Greg Urban

Printed Name of Applicant

Indemnification, Waiver and Release

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

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

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

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

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

Permittee/
Licensee:

Algonquin/Lake in the Hills Chamber of Commerce

Circle all
that apply:

Applicant Sponsor Organizer Promoter

By:

Greg Urban

[Print]

[Signature]

Date:

8-14-2025



**Special Event Permit Application
Algonquin/Lake in the Hills Chamber of Commerce
Saturday, October 11, 2025**

Setup

We will check in participants outside on the patio of the Algonquin Commons management office on Saturday, October 11 from 10:00-1:30. Small 10x10 tents will be used for the registration area to check in, ID, wristband and provide punchcards to ticket holders.

Wine & Dessert Tasting

Each ticketed guest will have a wristband, map and punchcard to visit the locations pouring wine samples and desserts. Each wine tasting will be measured with a pour spout and punchcard stamped to ensure compliance with all state and local alcohol rules/ordinances regarding over service. No person will be allowed to carry open alcohol outside of the approved tasting locations or drink in public.

Location

No streets or sidewalks will be closed or altered from their current state. All shoppers and ticketed guests will need to comply with the existing parking, crosswalks and streetscape as it currently is configured.

See attached map and list for pour locations.

Safety

The large layout and distance between wine tastings help to reduce the crowd size at any one location, give people time between tastings and the addition of dessert tastings helps keep people from drinking on an empty stomach. We are also encouraging guests to stay for dinner at the restaurants in the Commons after the event is over.

Algonquin/Lake in the Hills Chamber of Commerce

**Algonquin Wine & Dessert Walk
Saturday, October 11, 2025**

locations with wine pouring

Non-Liquor License Holders (6)

Apricot Lane Boutique - 1954 S Randall Rd, Algonquin, IL 60102

Evolve Chiropractic Algonquin Commons - 1946 S Randall Rd, Algonquin, IL 60102

Gordon Salon - 1940 S Randall Rd, Algonquin, IL 60102

HOTWORX - 1722 S Randall Rd, Algonquin, IL 60102

Jared Jewelry - 1504 S Randall Rd, Algonquin, IL 60102

Pvolve Algonquin - 1732 S Randall Rd, Algonquin, IL 60102

Liquor License Holders (6)

Biaggi's Ristorante Italiano - 1524 S Randall Rd, Algonquin, IL 60102

Bonefish Grill - 1604 S Randall Rd, Algonquin, IL 60102

Tap House Grill - 1508 S Randall Rd, Algonquin, IL 60102

The Fresh Market - 2216 S Randall Rd, Algonquin, IL 60102

Twin Peaks - 1520 S Randall Rd, Algonquin, IL 60102

X-Golf - 1704 S Randall Rd, Algonquin, IL 60102

locations without alcohol

Dessert Only Locations - no alcohol (8)

American Eagle

Blend Juicery

European Wax Center

Half Price Books

Johnson Fitness and Wellness

JCrew Factory

Maurices

PrimeIV Hydration and Wellness



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>	September 9, 2025
<u>SUBMITTED BY:</u>	Patrick M Knapp, AICP, Director Stephanie Barajas, Planner
<u>DEPARTMENT:</u>	Community Development
<u>SUBJECT:</u>	Fox River Med Spa; Trunk or Treat, Public Event License – October 4, 2025

ACTION REQUESTED:

Ashley Gustafson, on behalf of Fox River Med Spa, is seeking approval of a Public Event License for a Trunk or Treat event.

DISCUSSION:

The event will take place on October 4, 2025, from 11:00 AM to 2:00 PM, in the parking lot of Fox River Med Spa located at 1543 South Randall Road. It will include twenty-five (25) to thirty (30) decorated cars and games. The expected number of attendees is sixty-five (65). The access drive along the front of the business will be closed to traffic and parking will be available on-site.

RECOMMENDATION:

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

- Public Event License Fees must be paid prior to the event;
- Village Police officers and other officials shall have free access to the event at all times to ensure that the event complies with the Municipal Code;
- Final site and circulation plans are subject to review and approval by Village Staff and the ALFPD;
- A minimum of 5 feet of unobstructed sidewalk in front of the business must be maintained at all times;
- The accessible parking space and access aisle in the event area shall be temporarily relocated for the duration of the event. The location and signage are subject to Village Staff approval;
- All attendees shall park in official parking spaces in the Algonquin Galleria;
- Temporary Food Service permit(s) shall be obtained from the Kane County Health Department and the necessary inspections shall occur. A copy of the permit(s) shall be shared with Village Staff;
- No alcohol shall be sold or consumed on the property;
- The event coordinator is responsible for suspending or canceling the event in case of structural concerns, electrical malfunctions, or storms that may include wind above 40 mph, lightning, tornado warnings, unruly crowds, or any other issues that may pose a risk or danger to the public;

- Any temporary tents or structures shall be properly secured. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter;
- No temporary signage, such as flags or portable ground signs, is permitted on or off-site.

ATTACHMENTS:

- 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 60 days prior to the event.

Please type or print legibly.

Official Name of the Event: Trunk or Treat

Sponsoring Organization:

Name: Fox River Med Spa Contact Name: Ashley Gustafson
Address: 1543 S Randall Rd
City, State, ZIP: Algonquin, IL 60102
Phone: [REDACTED] Email: [REDACTED]

Event Coordinator:

Name: Ashley Gustafson
Home Address: 1543 S Randall Rd.
City, State, ZIP: Algonquin, IL 60102
Phone: [REDACTED] Email: [REDACTED]

Event Information:

Describe the Nature of the Event: 25-30 cars will decorate there
cars & have fun games & decorations for all
ages.

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

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

Date(s) and Time(s) of the Event: October 4th, 11am - 2pm

Rain Date(s), if applicable: NONE

Set-Up Date/Time: October 4th, 10am

Maximum Number of Attendees/Participants Expected: 50-65

Admission Fee: Yes ☐ No ☒ If Yes, list fee(s) to be charged:

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

Event Website: NONE

Event Details:

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: we will not need security

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: we will have part of our parking lot blocked off. Already let businesses know about event.

Will there be a need for road closures? Yes ☒ No ☐ If Yes, please explain: main drive in front of our spa.

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.): _____

we do not

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): _____

On-site contact's cell number: _____

On-site contact's work number: _____

On-site contact's home number: _____

Affidavit of Applicant:

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

Signature of Applicant

8/22/2025
Date

Ashley Gustafson
Printed Name of Applicant

Indemnification, Waiver and Release

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

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

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

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

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

Permittee/
Licensee: Ashley Gustafson

Circle all
that apply: Applicant Sponsor Organizer Promoter

By: Ashley Gustafson
[Print] 
[Signature] 

Date: 8/22/2025

Trunk or Treat Event – October 4, 2025



A Memo From...



VILLAGE OF ALGONQUIN
General Services Administration

To: Tim Schloneger

From: Michelle Weber

Date: August 29, 2025

Re: Residential Waste Collection Options

As we approach the final year of our current residential waste collection agreement, staff has conducted initial outreach to gauge interest in bidding on services that match our existing collection arrangement. Unfortunately, there has been no interest.

Before we proceed with issuing a new Request for Proposals (RFP), staff would like to receive input from the Board regarding several comments and suggestions received from residents. These ideas may inform potential amendments to our current RFP and enhance service flexibility or efficiency. Below are two key options under consideration:

1. Graduated Cart Program

- Residents would be offered a choice of up to three different cart sizes (e.g., 35-gallon, 65-gallon, 90-gallon) based on their individual needs.
- This could potentially align costs more closely with usage and support waste reduction efforts.

2. Annual “Clean-Up” Event vs. Ongoing Bulk Item Collection

- Instead of allowing an annual curbside clean-up event, it is more economical for the hauler, to allow one large item per month or weekly outside-the-cart pickups at no additional charge, we could consider implementing.
- This could help reduce operational strain while still providing a meaningful service opportunity for immediate bulk disposal.

Staff would appreciate feedback on these options and any other considerations the Board may have before finalizing the scope of services in the updated RFP.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: August 29, 2025

TO: Tim Schloneger, Village Manager

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

SUBJECT: Recommendation to Approve Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) Recertification Proposal with Trotter & Associates, Inc.

Attached is a proposal from Trotter & Associates, Inc. (TAI) to provide professional engineering services for recertifying the **Village's Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP)**. These documents are required under Section 2013 of the America's Water Infrastructure Act (AWIA) of 2018. This law **mandates** community water systems serving over 3,300 people to regularly update risk, resilience, and emergency response assessments.

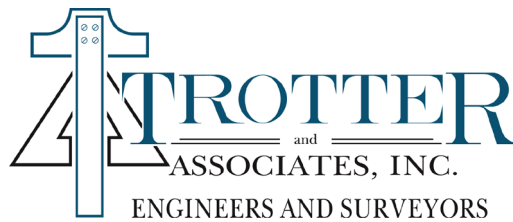
The U.S. EPA requires recertification of the RRA and ERP every five years. The initial certification completed by the Village was June 30, 2021 for the RRA and December 30, 2021 for the ERP. Therefore, both recertifications are required in 2026. These updates are essential to ensure the Village maintains compliance with federal law and is prepared to respond to both malevolent acts and natural hazards affecting our water system.

The scope includes reviewing existing plans, updating the Village's water asset inventory and risk pairing using the 2024 Water System Master Plan, conducting risk and resilience scoring for critical facilities, developing a Cybersecurity Risk Management Plan, and preparing the EPA-required certification forms for submittal. The not-to-exceed cost of this proposal is \$27,800 which includes both recertification submittals.

Summary

1. This agreement allows the Village to meet federal compliance recertification deadlines.
2. Trotter recently updated the Village's Water System Master Plan and has a deep understanding of the system and facilities.
3. Sufficient time is allotted to complete the recertifications prior to the deadlines in 2026.
4. Sufficient funds are available in the FY2025-26 Water & Sewer fund.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the agreement with Trotter & Associates, Inc., to provide professional services for the Risk and Resilience Assessment and Emergency Response Plan Recertification in the not-to-exceed amount of **\$27,800.00**.



August 22nd, 2025

Mr. Clifton Ganek, P.E.
Village Engineer
Village of Algonquin
110 Mitchard Way
Algonquin, Illinois 60102

Re: Risk and Resilience Assessment & Emergency Response Plan – Recertification Assistance
Construction Engineering Services

Dear Mr. Ganek,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to The Village of Algonquin (CLIENT) for the Risk and Resilience Assessment & Emergency Response Plan Recertification Assistance (hereinafter referred to as the “PROJECT”).

Project Understanding

As part of Section 2013 of America’s Water Infrastructure Act of 2018, community water systems that serve more than 3,300 people were required to complete a Risk and resilience Assessment (RRA) and develop an Emergency Response Plan (ERP). These documents were required to be completed by June 30, 2021 and December 30, 2021 for the RRA and ERP, respectively. The RRA acts as a precautionary measure to determine potential threats or vulnerabilities to a water utility system. The assessment included analyzing the risks to the system from malevolent acts and natural hazards, the resilience of the distribution system as a whole including pipes, facilities, treatment, etc., the monitoring practices of the system, financial infrastructure of the system, and the operation and maintenance to the system. This allowed for development of projects that will have the greatest impact on overall system resilience through targeting of high priority asset-threat pairs.

The ERP provided a strategic response to each of the vulnerabilities identified within the RRA. The plan included actions, procedures, and equipment that can be utilized in the event of a malevolent act or natural hazard, or to significantly lessen the impact of a threat to the water system such as alternative water sources. Additionally, the plan included strategies and resources that can aid in the detection of malevolent acts or natural hazards and improve the physical security and cybersecurity of the system. Whereas the RRA is used to identify existing vulnerabilities that may be addressed through capital projects or policy improvements, the ERP outlines the steps that will be put into action in an emergency event.

Every five years, the RRA must be reviewed, and recertification of this review must be submitted to the U.S. EPA along with any revisions to the assessment. Likewise, the ERP must be reviewed and submitted no later than six months after the recertification of the RRA. For the Village of Algonquin, the upcoming deadline for certification of the RRA is June 30th, 2026 for the RRA and December 31st, 2026 for the ERP. The Village has requested that Trotter and Associates (TAI) provide assistance with the recertification process for these two documents ahead of the submittal deadlines.

Scope of Services

Our services will consist of customary engineering services described as follows:

RISK AND RESILIENCE ASSESSMENT UPDATE

1. Review of Existing Resiliency Provisions:
 - a. Vulnerability Assessment Review.
 - i. Review previously completed 2021 Risk and Resilience Assessment and identify previous improvements or outstanding recommendations.
 - ii. Hold a work session with Village staff to review previous asset-threat pairs and determine whether any have been mitigated, or addition threats should be added.
2. Risk Analysis and Management for Critical Assessment Protection (RAMCAP) Tool Completion:
 - a. Utility Overview.
 - i. Update the Village water asset inventory and asset characterization utilizing the recently completed 2024 Water Master Plan Update.
 - ii. Review the threat characterization with the Village to determine whether any updates are required.
 - b. Vulnerability Analysis & Threat Assessment
 - i. For each of the updates asset-threat pairings identified above, calculate a risk score based on estimated consequences, vulnerability to that threat, and the likelihood of each threat.
 - ii. For each of the updated asset-threat pairings identified above, calculate an asset resilience score based on duration of the perceived threat, severity of each threat, and the threat likelihood.
 - iii. Calculate the baseline risk and resilience ranking for each of the asset-threat pairs.

c. Utility Resilience Index

- i. Update the 2021 Water Utility Resilience Index based on feedback from Village staff regarding initiatives taken since completion of the original RRA. This includes development of an ERP, NIMS compliance, mutual aid, backup power provisions, etc.

d. Risk and Resilience Management

- i. Develop updated or new risk management summary tables for previously identified asset-threat pairings, or newly identified pairs. Any new pair summaries shall follow the 3-4 option mitigation categories of the 2021 RRA for consistency.

e. EPA Water Cybersecurity Assessment

- i. Coordinate with Village Public Works and IT Departments to complete the EPA Cybersecurity Checklist for Drinking Water and Wastewater Systems (WCAT).
- ii. Based on the responses provided for the WCAT evaluation, compile the EPA Cybersecurity Assessment Report utilizing the assessment tool.
- iii. Develop the Cybersecurity Risk Mitigation Plan utilizing the WCAT tool and in conjunction with Village staff. This mitigation plan will identify recommended actions to improve resilience for any cybersecurity practices listed as 'in progress' or 'no' within the WCAT tool.

f. Summary of Risk and Resilience Assessment

- i. Provide a ranking of mitigation options for any new/revised asset-threat pairs evaluated in 2-D above.
- ii. Summarize the findings and recommendations within the previously completed 2021 RRA document.
- iii. Complete the AWIA Section 2013 RRA Certification form for execution and submission by the Village.

EMERGENCY RESPONSE PLAN UPDATE

1. Emergency Response Plan:

- a. Study of Existing Emergency Response Practices.
 - i. Review the previously completed 2021 Emergency Response Plan prepared and submitted by the Village.
- b. Based on feedback from the Village, update the ERP Utility Information, including personnel, utility components, unit process summaries, hazardous facilities, etc.
- c. Update internal and external partner Emergency Response Roles and contact information.
- d. Review the previously developed DHS emergency response procedures and notifications and make any recommended revisions.
- e. Review and revise the site-specific emergency response procedures for any new or modified asset-threat pairs identified within the Risk and Resilience Assessment.
- f. Revise any detection strategies which have been altered since completion of the 2021 ERP.
- g. Identify any appendices to the original ERP which should be replaced with more current versions of the documents or make recommendations of other information which should be incorporated into the ERP via appendix.
- h. Complete the AWIA Section 2013 ERP Certification form for execution and submission by the Village.

Project Schedule

Below is an anticipated project schedule, contingent upon execution of the proposal and furnishing of all requested documents:

Contract Execution & Kick-Off	September 2025
Data Requests and Compilation	October 2025
Risk & Resilience Assessment Revisions	November - December 2025
Emergency Response Plan Revisions	December 2025
Draft Documents for Review	January 2026
Final Documents for Submittal	February 2026

Compensation

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

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

The total compensation for services will not exceed \$27,800.00 based on the following distribution of compensation:

Risk and Resilience Assessment Assistance	\$18,300.00
<u>Emergency Response Plan Assistance</u>	<u>\$9,500.00</u>
	\$27,800.00

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

Miscellaneous

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

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

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

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

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

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

Contents of Agreement

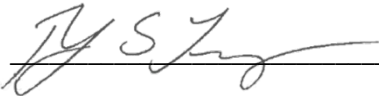
This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

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

CLIENT:

Trotter and Associates, Inc.:

By: Tim Schloneger


By: Scott Trotter, PE, BCEE

Title: Village Manager

Title: President

Effective Date: _____

Date Signed: August 22nd, 2025

Address for giving notices:

Address for giving notices:

40W201 Wasco Road, St. Charles, Illinois 60175

Designated Representative:

Designated Representative:

Cliff Ganek

Chris Marschinke, P.E.

Title: Village Engineer

Title: Project Manager

Phone Number: 847-658-2700

Phone Number: (630) 587-0470

Facsimile Number: _____

Facsimile Number: (630) 587-0475

E-Mail Address: cliftonganek@algonquin.org

E-Mail Address: c.marschinke@trotter-inc.com

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

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CLIENT Initial _____

TAI Initial _____

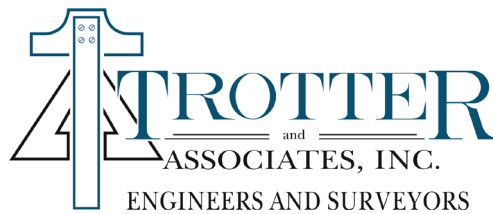


EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

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

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

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

services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the

duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.

- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
 - 1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 - 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

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

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.
2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

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

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

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

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Designing to Construction Cost Limit

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

5.03 Opinions of Total Project Costs

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

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

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

6.03 Design without Construction Phase Services

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

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property

interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000

- 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
- 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000
 - b. General Aggregate: \$5,000,000
- 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
- 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000

- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project
- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

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

2. *For convenience,*

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

6.07 Controlling Law

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

6.08 Successors, Assigns, and Beneficiaries

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

6.09 Dispute Resolution

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

6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

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

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.

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

6.12 Notices

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

6.13 Survival

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

6.14 Severability

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

6.15 Waiver

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

6.16 Headings

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

6.16 Definitions

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

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CLIENT Initial _____

TAI Initial _____

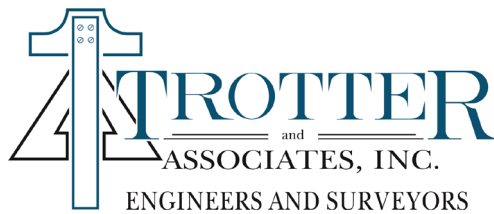


EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES

2025 Schedule of Hourly Rates		2025 Reimbursable Expenses		
Classification	Billing Rate	Item	Unit	Unit Price
Engineering Intern	\$75.00	Engineering Copies – B&W	Sq. Ft.	\$0.48
Engineer Level I	\$136.00	20lb Bond		
Engineer Level II	\$150.00	Engineering Copies - Color	Sq. Ft.	\$1.00
Engineer Level III	\$159.00	24lb Bond		
Engineer Level IV	\$177.00	Mylar Engineering Copies	Each	\$8.00
Engineer Level V	\$200.00	up to 24" by 36"		
Engineer Level VI	\$228.00	Color Presentation Grade	Sq. Ft.	\$5.15
Engineer VII	\$240.00	Large Format Print		
Engineer VIII	\$277.00	Comb Binding > 120 Sheets	Each	\$4.75
Principal Engineer	\$284.00	Comb Binding < 120 Sheets	Each	\$3.50
Architect Intern	\$75.00	Binding Strips (Engineering Plans)	Each	\$1.00
Architect Level I	\$119.00	5 Mil Laminating	Each	\$1.25
Architect Level II	\$144.00	Copy 11" x 17"	Each	\$0.50
Architect Level III	\$168.00	- Color		
Architect Level IV	\$180.00	Copy 11" x 17"	Each	\$0.25
Architect Level V	\$202.00	- Black and White		
Architect Level VI	\$220.00	Copy 8.5" x 11"	Each	\$0.25
Architect VII	\$238.00	- Color		
Architect VIII	\$257.00	Copy 8.5" x 11"	Each	\$0.12
Principal Architect	\$276.00	- Black and White		
Technician Level I	\$113.00	Recorded Documents	Each	\$25.00
Technician Level II	\$137.00	Engineering Scanning	Each	\$2.00
Technician Level III	\$160.00	Plat Research	Time and Material	
Technician Level IV	\$175.00	Per Diem	Each Day	\$30.00
Senior Technician	\$194.00	Field / Survey Truck	Each Day	\$45.00
GIS Specialist I	\$113.00	Postage and Freight		Cost
GIS Specialist II	\$150.00	Mileage		Per Mile
GIS Specialist III	\$179.00			
Clerical Level I	\$75.00	**Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules Note: On January 1st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.		
Clerical Level II	\$90.00			
Clerical Level III	\$109.00			
Survey Technician Level I	\$75.00			
Survey Technician Level II	\$93.00			
Survey Crew Chief	\$193.00			
Professional Land Surveyor	\$232.00			
Project Coordinator I	\$137.00			
Project Coordinator II	\$149.00			
Project Coordinator III	\$159.00			
Department Director	\$228.00			
Project Manager	\$228.00			
Senior Project Manager	\$241.00			
Sub Consultants	Cost Plus 5%			

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CLIENT Initial _____

TAI Initial _____



EXHIBIT C
SUPPLEMENTAL CONDITIONS

****None at this time****

CLIENT Initial _____

TAI Initial _____



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CLIENT Initial _____

TAI Initial _____

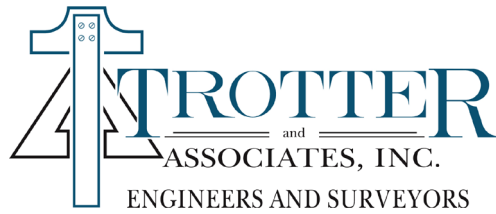


**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: RRA/ERP Recertification Assistance

Project No. ALG-050

Addendum No.

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

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount	\$0.00
Changes Prior to This Change	\$0.00
Amount of This Change	\$0.00
Revised Contract Amount:	\$0.00

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

CLIENT:

ENGINEER:

VILLAGE OF ALGONQUIN

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE

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VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: September 9, 2025

TO: Tim Schloneger, Village Manager

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

SUBJECT: Consider a Resolution of Support for Safe Routes to School 2025 Grant Application – Compton Drive / Lake Gillian Way Intersection Improvements

With the assistance of District 300 and Algonquin Lakes Elementary School staff, the Village is preparing an application for grant funding through the Illinois Safe Routes to School (SRTS) Program for intersection and pedestrian crossing improvements at Compton Drive and Lake Gillian Way. The SRTS application deadline is October 13, 2025. A Village Board Resolution of support is required as part of the application process.

Eligible improvements identified by Village staff at this location include:

- Extension of the existing raised median on the west leg of Compton Drive to create a safe pedestrian refuge.
- Wider, ADA-compliant sidewalk ramps at all four corners.
- Addition of a marked pedestrian crossing on the north leg of Lake Gillian Way.
- Installation of fluorescent pedestrian crossing signage and high-visibility crosswalk markings on all legs for improved visibility.

These improvements will enhance pedestrian safety and accessibility for students and families traveling to and from Algonquin Lakes Elementary School. The concept is attached to this memo labeled Exhibit “A.” Surveys of teachers and parents are being coordinated with District 300 and school staff as part of the grant application.

The SRTS grant does not require a local funding match; therefore, 100% of construction costs will be requested through the program. However, local funds will be required for design services. Adequate funds are available this fiscal year in the Street Improvement Fund for design costs.

Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of the attached Resolution supporting the Safe Routes to School 2025 grant application for intersection and pedestrian crossing improvements at Compton Drive and Lake Gillian Way.

RESOLUTION NO. 2025-R-XX

A Resolution Approving and Authorizing Financial Commitment in the Safe Routes to Schools Grant Program

WHEREAS, the Illinois Department of Transportation (IDOT) has announced that the Safe Routes to School (SRTS) Program is accepting applications for its 2025 Grant Program (the “*Grant*”); and

WHEREAS, it is in the best interest of both the Village and School District 300 to implement infrastructure improvements, conduct educational and encouragement programs for the health and benefit of school children, and improve safe travel to and from schools; and

WHEREAS, the Village Board wishes to support IDOT’s “Safe Routes to Schools” program (“*Program*”) and is committed to provide the necessary support and funds in the event that the Village receives grant funding to reimburse the Village’s investment; and

WHEREAS, the Village intends to install certain infrastructure improvements along school walk routes and crossings at the intersection of Compton Drive and Lake Gillian Way (“*Improvements*”) attached in Exhibit “A”; and

WHEREAS, the improvements are eligible for reimbursement under the Program; and

WHEREAS, the Village desires to submit an application to IDOT to request approximately \$130,000 which is equal to 100 percent of the estimated construction costs; and

WHEREAS, the Village has available funds in the General Fund to finance the Improvements until reimbursed by the Program, and the financial capability to maintain the Improvements in a safe and attractive manner for public use; and

WHEREAS, the President and the Board of Trustees have considered the Village’s participation in the Safe Routes to Schools Grant Program and determined that it is in the best interests of the Village and its residents to enter into the program for the benefit of the project; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTY, STATE OF ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated in, and made a part of, this Resolution by this reference as findings of the Village Board of Trustees of the Village of Algonquin.

SECTION TWO: APPROVAL. The Village's participation in the Illinois Safe Routes to Schools Program and financial commitment to install and maintain the eligible Improvements is hereby approved.

SECTION THREE: EFFECTIVE DATE. This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed and Approved the ____ Day of _____, 2025.

Ayes:

Nays:

Absent:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

EXHIBIT A



Proposed Improvements:

1. Extend raised median for pedestrian refuge at west leg crossing
2. Provide wider, ADA-compliant sidewalk ramps

3. Add crossing at north leg (Lake Gillian)
4. Add florescent signage for better visibility

0 12.5 25 50
SCALE IN FEET



THE VILLAGE OF
ALGONQUIN
ILLINOIS
110 MITCHARD WAY ALGONQUIN, IL 60102
847-658-2700 WWW.ALGONQUIN.ORG

ALGONQUIN LAKES ELEMENTARY SCHOOL PEDESTRIAN CROSSING ILLINOIS SAFE ROUTES TO SCHOOL

DRAWN:	DJD	SHEET 01 OF 01
APPROVED:	CG	SCALE: 1"=50'
DATE:	09/03/2025	DRAWING NO.
REV 1:		01
REV 2:		
REV 3:		



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: September 9, 2025

TO: Tim Schloneger, Village Manager
Committee of the Whole

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

SUBJECT: Consider an Agreement with Flow Technics Inc. for the Purchase
of Replacement Pumps for the Algonquin Shores Lift Station

The Algonquin Shores Lift Station, originally built in 2001, is a critical facility that serves nearly 400 acres of residential property in the Village. It currently operates with three pumps: two that are more than 20 years old and past their useful life, and one that has already been rebuilt but is not expected to remain reliable for much longer. This situation has left the lift station vulnerable, as it is operating on equipment that is well beyond its intended service life. The design for the improvements to this lift station was awarded to Trotter and Associates early this summer. However, since the failure of one of the pumps, the need to replace the pumps in advance of the lift station improvement project next year has become evident.

To address this urgent need, staff is recommending the purchase of three new 20-horsepower sewage pumps from Flow-Technics, Inc. The total purchase cost is \$102,208, which is strictly for the equipment and delivery only; installation will be handled separately through a publicly bid construction contract.

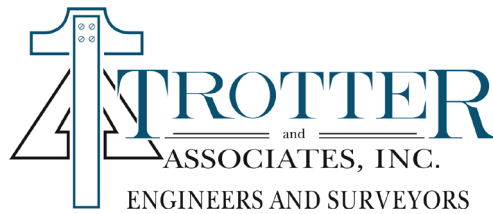
It is essential to proceed now, ahead of the broader construction contract, given the approximately six-month lead time for the pumps to be manufactured and delivered. Delaying this order would risk extending the timeline of the overall project and leaving the lift station in a vulnerable state. Attached is a technical memo that includes the basis of design and pump selection. The proposed Xylem sewage pumps provide premium features, such as ductile iron impellers, stainless wear parts, and epoxy coating for long-term reliability and to reduce maintenance costs. The Wastewater Operations staff is familiar and recommend these pumps, as they are used at other Village facilities, making repairs and future maintenance standardized across the various lift stations. Xylem pumps

have proven to have exceeded their typical 20-year life span, as pumps installed in 1996 are still in operation.

Funding is available from the Water and Sewer Fund this fiscal year, as savings are being realized from the Biosolids Handling project. By reallocating these funds, the pump replacement project can be completed before May 1. Per the Lift Station Assessment completed in 2022, this work was originally recommended for FY23/24, but was delayed to prioritize the Braewood Lift Station which was needed to facilitate the Meadows development. Now, given the current pump conditions, it has become an emergency need that requires immediate action.

Recommendation:

Staff recommends that the Committee of the Whole forward this item to the Village Board for approval to purchase the three 20-horsepower pumps from Flow-Technics, Inc. in the amount of \$102,208.



Memorandum

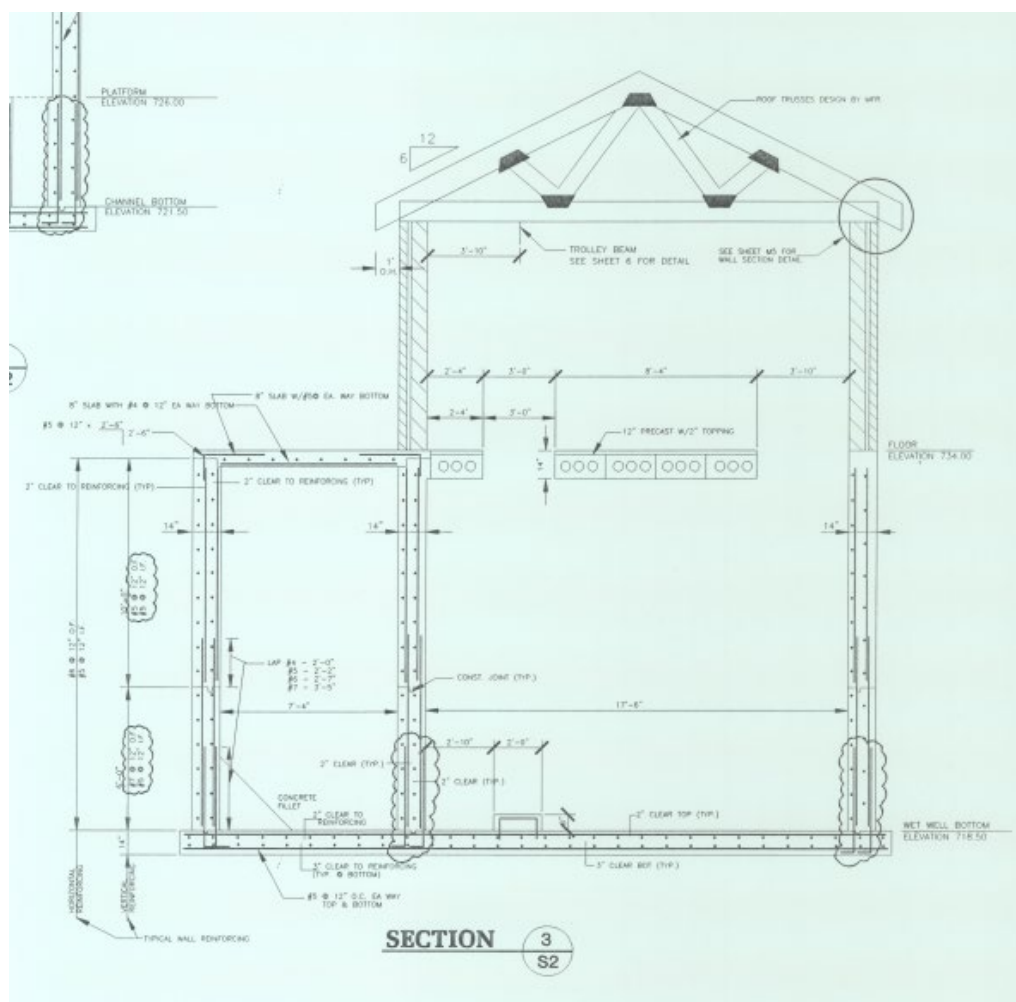
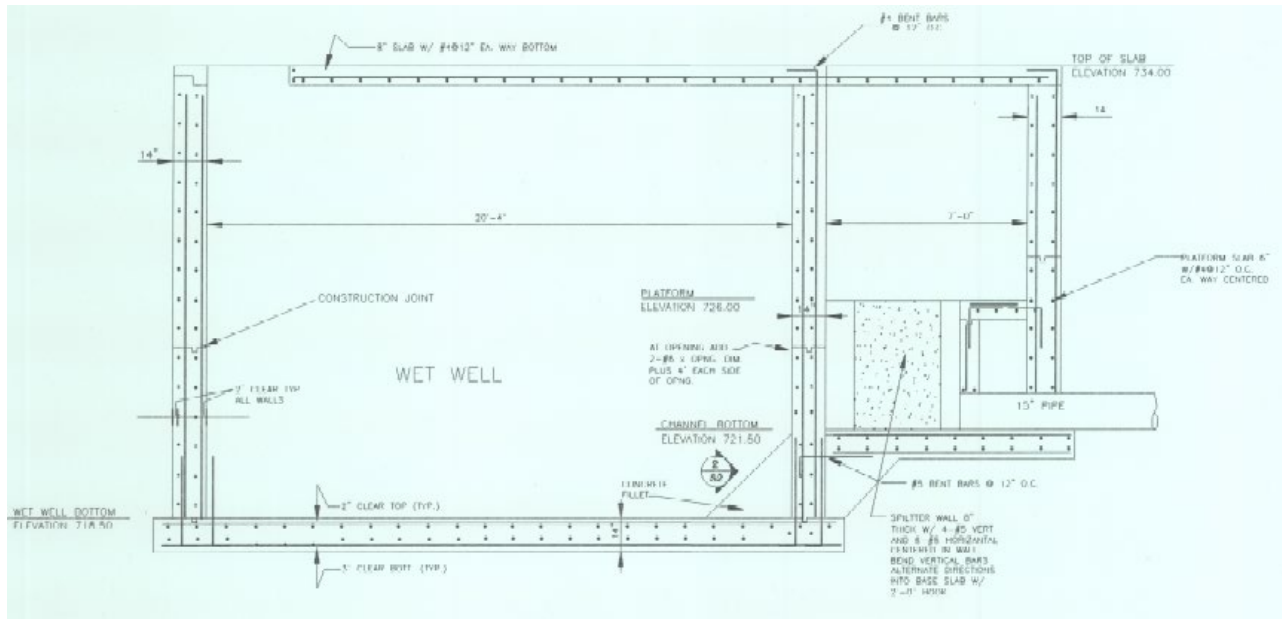
Date: August 29, 2025
To: Village of Algonquin
From: Jillian Kiss, PE
Subject: Algonquin Shores Lift Station Pump Station Hydraulic Calculations

General Background

The Algonquin Shores Lift Station, located in the southeast portion of the Village at 525 Lonidaw Trail, was constructed in 2001 and generally remains in its original condition. Record Drawings of the lift station are provided in Appendix A. In 2001, the Algonquin Shores lift station was relocated to its current location from Minnehaha Trail. The prior lift station was a duplex submersible well/dry well station. This lift station's service area includes nearly 400 acres of primarily residential developed property. The lift station currently serves about 2,453 PE (approx. 120 gallons per minute) and is tributary to the Algonquin WWTF.

The lift station consists of a triplex wet pit/dry pit arrangement having 20 hp Aurora immersible vertical centrifugal pumps equipped with VFDs with a design capacity of 300 GPM and total dynamic head of 80 feet. An onsite generator exists within the building, and a grinder exists in the influent channel that mitigates any grease and ragging. The level monitoring system consists of a pressure transducer with float backup, and the station is connected to the Village's SCADA system via radio signal. The station is equipped with an electromagnetic flow meter located inside the station's lower level (dry pit). The MCC, VFD's and SCADA panel are housed within a climate-controlled building. This lift station does not include bypass pumping capabilities.

Wastewater is pumped through 3,352 lineal feet of 10-inch diameter force main to sanitary manhole I-178 located on Souwanas Trail, directly west of Carriage Drive. 2,480 lineal feet of the 10-inch diameter ductile iron force main was partially constructed in 2000 with the Souwanas Trail sewer extension, and partially in 2001 with the existing lift station. 872 lineal feet of 10-inch diameter PVC C900 force main was installed in 2024 with the Algonquin Shores force main replacement. The force main was originally constructed as 6-inch with a since abandoned submersible pump station in 1983 when Riverwood Estates was developed. The majority of the 6-inch force main was abandoned with the construction of the 10-inch force main in 2000, with the remaining being abandoned in 2024.



System hydraulic calculations for the pumping system were performed to determine a total dynamic head condition. After determining the total dynamic head, the development of the system curve for the pumps was performed. A Hazen-Williams Coefficient, or Roughness Coefficient, C-value of 100 was used for friction losses and minor losses for DIP Pipe. A C-value of 120 was used for friction losses and minor losses for PVC Pipe. The development of this curve is shown in the following pages.

The true inside diameter of pipe for each pipe was used. The inside diameter of 6", 8", and 10" DIP are 6.28", 8.39", and 10.40" respectively. The inside diameter of PVC C900 DR18 10" pipe is 9.87".

Headloss Calculations:

Static Discharge Head:

Force Main Discharge =	788.40
"All Pumps Off" in Wet Well=	<u>721.30</u>
Static Discharge Head =	67.10 ft.

Pipe Friction Losses:

Hazen-Williams formula
$$H_f = 3.02 * \frac{L}{D^{1.17}} * \left(\frac{V}{C}\right)^{1.85}$$

H = Friction Losses

C = 100

L = Length of Pipe (feet)

D = Diameter (feet)

Q = Flow (gpm)

V = Velocity Within the Force Main

Minor Losses:

Darcy-Weisbach Equation
$$H_m = \left(\frac{K \cdot V^2}{2g}\right)$$

H_m = Minor Head Loss

g = Acceleration Due To Gravity (32.2 ft²/s)

K = Minor Loss Coefficient

V = Velocity Within the Force Main

One Pump Operation:

Friction and Minor Losses:

Find velocities, minor losses, and friction losses within the force main for one pump running at 500 gpm:

Velocity within the Force Main

$$V = \frac{Q}{A} = \frac{500 \text{ gpm}}{\text{Cross Sectional Area of the Pipe (ft}^2\text{)}} = \frac{1.114 \text{ ft}^3/\text{s}}{\text{Cross Sectional Area of the Pipe (ft}^2\text{)}}$$

A = 0.38 ft² for 8" force main

A = 0.59 ft² for 10" force main (DIP)

A = 0.53 ft² for 10" force main (PVC)

Velocity Within 8" Force Main = 2.91 ft. / s

Velocity Within 10" Force Main (DIP) = 1.89 ft. / s

Velocity Within 10" Force Main (PVC) = 2.10 ft. / s

Suction Losses:

8" Dia. Suction Minor Losses @ 500 gpm (8" elbow to pump)

Suction (To Pump)	K-Value
Minor Losses:	
(1) 90 Bend	0.25
(1) Plug Valve	0.27
(1) 8"x6" Reducer	0.01
Pipe Entrance	0.50
Total K Coefficient Loss	1.03

$$H_m = \frac{1.03 * (2.91 \text{ ft/s})^2}{2 * 32.2 \text{ ft/s}^2} = \underline{0.05 \text{ feet}}$$

8" Dia. Suction Friction Losses @ 500 gpm

$$H_f = 3.02 * \frac{5 \text{ lf}}{0.70 \text{ ft}^{1.17}} * \left(\frac{2.91 \text{ ft./s}}{100} \right)^{1.85} = \underline{0.03 \text{ feet}}$$

Total Suction Losses = 0.05 feet + 0.03 feet = 0.08 feet

Discharge Losses (Pump to 10" Header):

8" Dia. Discharge Minor Losses @ 500 gpm (pump to 10" header)

Discharge	K-Value
Minor Losses:	
(1) 4x8" expander	0.58
(1) 8" check valve	1.47
(1) 8" 90-Degree Bend	0.45
(1) 8x10" Wye Fitting (branch)	0.78
(1) 8x10" Wye Fitting (through)	0.06
(1) 8" Plug Valve	0.26
(1) 8" 45-deg Bend	0.50
Total K Coefficient Loss	4.10

$$H_m = \frac{4.10 * (1.89 \text{ ft/s})^2}{2 * 32.2 \text{ ft/s}^2} = \underline{0.54 \text{ feet}}$$

8" Dia. Discharge Friction Losses @ 500 gpm (pump to 10" header)

$$H_f = 3.02 * \frac{19 \text{ lf}}{0.70 \text{ ft}^{1.17}} * \left(\frac{2.91 \text{ ft/s}}{100} \right)^{1.85} = \underline{0.13 \text{ feet}}$$

Total Discharge Losses (Pump to 10" Header) = 0.54 feet + 0.13 feet = 0.67 feet

Discharge Losses (10" Header to 10" Force Main):

10" Dia. Discharge Minor Losses @ 500 gpm (10" Header to 10" Force Main)

Discharge	K-Value
Minor Losses:	
(2) 10" 90-deg Bend	0.44
(1) Magnetic Flow Meter	0.00
Total K Coefficient Loss	0.44

$$H_m = \frac{0.88 * (1.89 \text{ ft/s})^2}{2 * 32.2 \text{ ft/s}^2} = \underline{0.05 \text{ feet}}$$

10" Dia. Discharge Friction Losses @ 500 gpm (10" Header to 10" Force Main)

$$H_f = 3.02 * \frac{10 \text{ lf}}{0.87 \text{ ft}^{1.17}} * \left(\frac{1.89 \text{ ft/s}}{100} \right)^{1.85} = \underline{0.02 \text{ feet}}$$

Total Discharge Losses (10" Header to 10" Force Main) = 0.05 feet + 0.02 feet = 0.07 feet

Discharge Losses (10" DIP Force Main):

10" Dia. Discharge Minor Losses @ 500 gpm (10" Force Main)

Suction (To Pump)	K-Value
Minor Losses:	
(2) 10" 22.5-deg Bend	0.20
(3) 10" 90-Deg Fitting	0.42
(1) Pipe Exit	1.00
Total K Coefficient Loss	2.66

$$H_m = \frac{2.66 * (1.89 \text{ ft/s})^2}{2 * 32.2 \text{ ft/s}^2} = \underline{0.15 \text{ feet}}$$

10" Dia. Discharge Friction Losses @ 500 gpm (10" Force Main)

$$H_f = 3.02 * \frac{2480 \text{ lf}}{0.87 \text{ ft}^{1.17}} * \left(\frac{1.89 \text{ ft./s}}{100} \right)^{1.85} = \underline{5.75 \text{ feet}}$$

Total Discharge Losses (10" DIP Force Main) = 0.15 feet + 5.75 feet = 5.90 feet

Discharge Losses (10" PVC Force Main):

10" Dia. Discharge Minor Losses @ 500 gpm (10" PVC Force Main)

Suction (To Pump)	K-Value
Minor Losses:	
(10) 10" 45-deg Bend	0.70
(1) 10" 22.5-deg Bend	0.20
(1) 10" 10"x8" Tee Thru Flow	0.70
Total K Coefficient Loss	3.20

$$H_m = \frac{3.20 * (2.10 \text{ ft/s})^2}{2 * 32.2 \text{ ft/s}^2} = \underline{0.22 \text{ feet}}$$

10" Dia. Discharge Friction Losses @ 500 gpm (10" PVC Force Main)

$$H_f = 3.02 * \frac{872 \text{ lf}}{0.82 \text{ ft}^{1.17}} * \left(\frac{2.10 \text{ ft./s}}{120} \right)^{1.85} = \underline{1.86 \text{ feet}}$$

Total Discharge Losses (10" PVC Force Main) = 0.22 feet + 1.86 feet = 2.08 feet

One Pump Operation

Total Dynamic Head (TDH) = Static + Friction + Minor = 67.10 + 0.08 + 0.67 + 0.07 + 5.90 + 2.08 = 75.91 ft.

Two Pump Operation:

Friction and Minor Losses:

Find velocities, minor losses, and friction losses within the force main for two pumps running at 300 gpm each:

Velocity within the Force Main

$$V = \frac{A}{Q} = \frac{\text{Cross Sectional Area of the Pipe (ft}^2\text{)}}{\text{flow rate}}$$

A = 0.38 ft² for 8" force main

A = 0.59 ft² for 10" force main (DIP)

A = 0.53 ft² for 10" force main (PVC)

Velocity Within 8" Force Main @ 300 gpm = 1.74 ft. / s

Velocity Within 10" DIP Force Main @ 600 gpm = 2.27 ft. / s

Velocity Within 10" PVC Force Main @ 600 gpm = 2.52 ft. / s

Suction Losses:

8" Dia. Suction Minor Losses @ 300 gpm (8" elbow to pump)

Suction (To Pump)	K-Value
Minor Losses:	
(1) 90 Bend	0.25
(1) Plug Valve	0.27
(1) 8"x6" Reducer	0.01
Pipe Entrance	0.50
Total K Coefficient Loss	1.03

$$H_m = \frac{1.03 * (1.74 \text{ ft/s})^2}{2 * 32.2 \text{ ft/s}^2} = \underline{0.03 \text{ feet}}$$

8" Dia. Suction Friction Losses @ 300 gpm

$$H_f = 3.02 * \frac{5 \text{ lf}}{0.70 \text{ ft}^{1.17}} * \left(\frac{1.74 \text{ ft./s}}{100} \right)^{1.85} = \underline{0.01 \text{ feet}}$$

Total Suction Losses = 0.03 feet + 0.01 feet = 0.04 feet

Discharge Losses (Pump to 10" Header):

8" Dia. Discharge Minor Losses @ 300 gpm (pump to 10" header)

Discharge	K-Value
Minor Losses:	
(1) 4x8" expander	0.58
(1) 8" check valve	1.47
(1) 8" 90-Degree Bend	0.45
(1) 8x10" Wye Fitting (branch)	0.78
(1) 8x10" Wye Fitting (through)	0.06
(1) 8" Plug Valve	0.26
(1) 8" 45-deg Bend	0.50
Total K Coefficient Loss	4.10

$$H_m = \frac{4.10 * (1.74 \text{ ft/s})^2}{2 * 32.2 \text{ ft/s}^2} = \underline{0.19 \text{ feet}}$$

8" Dia. Discharge Friction Losses @ 300 gpm (pump to 10" header)

$$H_f = 3.02 * \frac{19 \text{ lf}}{0.70 \text{ ft}^{1.17}} * \left(\frac{1.74 \text{ ft/s}}{100}\right)^{1.85} = \underline{0.05 \text{ feet}}$$

Total Discharge Losses (Pump to 10" Header) = 0.19 feet + 0.05 feet = 0.24 feet

Discharge Losses (10" Header to 10" Force Main):

10" Dia. Discharge Minor Losses @ 600 gpm (10" Header to 10" Force Main)

Discharge	K-Value
Minor Losses:	
(2) 10" 90-deg Bend	0.44
(1) Magnetic Flow Meter	0.00
Total K Coefficient Loss	0.44

$$H_m = \frac{0.88 * (2.27 \text{ ft/s})^2}{2 * 32.2 \text{ ft/s}^2} = \underline{0.07 \text{ feet}}$$

10" Dia. Discharge Friction Losses @ 600 gpm (10" Header to 10" Force Main)

$$H_f = 3.02 * \frac{10 \text{ lf}}{0.87 \text{ ft}^{1.17}} * \left(\frac{2.27 \text{ ft/s}}{100}\right)^{1.85} = \underline{0.03 \text{ feet}}$$

Total Discharge Losses (10" Header to 10" Force Main) = 0.07 feet + 0.03 feet = 0.10 feet

Discharge Losses (10" DIP Force Main):

10" Dia. Discharge Minor Losses @ 600 gpm (10" Force Main)

Suction (To Pump)	K-Value
Minor Losses:	
(2) 10" 22.5-deg Bend	0.20
(3) 10" 90-deg Bend	0.42
(1) Pipe Exit	1.00
Total K Coefficient Loss	2.66

$$H_m = \frac{2.66 * (2.27 \text{ ft/s})^2}{2 * 32.2 \text{ ft/s}^2} = \underline{\underline{0.21 \text{ feet}}}$$

10" Dia. Discharge Friction Losses @ 600 gpm (10" DIP Force Main)

$$H_f = 3.02 * \frac{2480 \text{ lf}}{0.87 \text{ ft}^{1.17}} * \left(\frac{2.27 \text{ ft./s}}{100} \right)^{1.85} = \underline{\underline{8.06 \text{ feet}}}$$

Total Discharge Losses (10" DIP Force Main) = 0.21 feet + 8.06 feet = 8.27 feet

Discharge Losses (10" PVC Force Main):

10" Dia. Discharge Minor Losses @ 600 gpm (10" PVC Force Main)

Suction (To Pump)	K-Value
Minor Losses:	
(10) 10" 45-deg Bend	0.23
(1) 10" 22.5-deg Bend	0.20
(1) 10" x 8" Tee Thru Flow	0.12
Total K Coefficient Loss	3.20

$$H_m = \frac{3.20 * (2.52 \text{ ft/s})^2}{2 * 32.2 \text{ ft/s}^2} = \underline{\underline{0.32 \text{ feet}}}$$

10" Dia. Discharge Friction Losses @ 600 gpm (10" PVC Force Main)

$$H_f = 3.02 * \frac{872 \text{ lf}}{0.53 \text{ ft}^{1.17}} * \left(\frac{2.52 \text{ ft./s}}{100} \right)^{1.85} = \underline{\underline{2.61 \text{ feet}}}$$

Total Discharge Losses (10" PVC Force Main) = 0.32 feet + 2.61 feet = 2.93 feet

Two Pump Operation

Total Dynamic Head (TDH) = Static + Friction + Minor = 67.10 + 0.04 + 0.24 + 0.10 + 8.27 + 2.93 = 78.68 ft.

Proposed Pump Design Conditions:

One Pump	500 gpm @ 75.91' TDH per pump
Two Pumps in parallel	300 gpm @ 78.68' TDH per pump

Cycle Time

The calculation below was completed to find the lift station cycle times for the future average daily flow when one pump is running at 100% speed. The calculations utilized the actual pumping capacity of 385 gpm for each pump. Pump operating levels match the Village's current operation. It should be noted that the Lead Pump On setpoint is above the invert of the incoming 15" gravity sewer. Therefore, under normal operating conditions, the Village is using the gravity sewer as extended wet well capacity.

Operating Levels

Wet Well Bottom =	718.50 ft.
Lead Pump Off (All Stop) =	721.30 ft.
Lead Pump On =	722.10 ft.
High Water Level =	724.50 ft.

For the purposes of this exercise, the setpoints were modified for the active volume to remain within the wet well.

Wet Well Bottom =	718.50 ft.
Lead Pump Off (All Stop) =	720.10 ft.
Lead Pump On =	721.50 ft.

Design Average Flow (120 GPM)

Wet Well Surface Area	149.0 sf
Active Depth	1.4 ft
Less Concrete Fillet	16.50 cf
Active Volume =	192.1 cf
Active Volume =	1,437.1 gallons
Fill Time =	12.0 minutes
Drawdown Speed =	380 GPM
Drawdown Time =	3.8 minutes
Cycle Time =	15.76 minutes
Cycle Time for Station (3 pumps) =	47.27 minutes

The cycle time at a proposed pump rate of 500 gpm is 15.76 minutes, which is less than 30 minutes and acceptable per Illinois Administrative Code Title 35, Section 370.410.

Therefore, it would be acceptable to remove the VFDs from the lift station which offers a simpler design. At 500 gpm, the velocity through the 10-inch diameter force main at the pumping rate of 500 gpm is 2.0 feet per second.



FLOW-TECHNICS, INC.

Proposal

Village of Algonquin
110 Meyer Drive
Algonquin, IL 60102
Attn.: Justin Ryter

September 3, 2025

Re: Algonquin Shores P.S.

Vertical End Suctions Pumps Xylem A-C Pumps

We are pleased to offer the following proposal for your consideration:

3- Xylem A-C 4 x 4 x 10LC NSWV model 300 sewage pumps capable of delivering 500 GPM AT 76.91' TDH at 1780 RPM coupled with a 20 HP Vertical Premium Efficient, TEFC motor. The pump and motor are mounted on a pedestal mount with a 4" x 4" suction elbow.

Suction Flange	4"
Discharge Flange	4"
Efficiency	72%
Stuffing Box	TFE impregnated graphite packing
Impeller	Ductile Iron
Shaft	4140
Shaft Sleeve	420 SS
Impeller Wear ring	410 SS
Suction Wear plate	410 SS
Paint	Epoxy coating

3- 4" x 6" Suction elbows

1- Lot of Startup

1- Lot of freight to the jobsite

Price \$ 102,208.00

Page Two
Algonquin Shores Pump Station
Algonquin, IL.

TERMS & CONDITIONS:

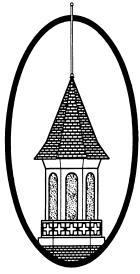
Payment: Net 30 Days; no startup will be performed without 100% payment.
- Not dependent or contingent upon manner in which purchaser may receive payment from others.
- Shipments in entirety, or partials thereof, due in net 30 days after date of shipment.
- No retainage without written pre-accepted agreement.
Prices: Valid for 30 days from the date of this proposal.
Taxes: Sales taxes are NOT included.
F.O.B.: Factory – Allowed to jobsite
Cancellation: Shall be subject to applicable fees.
Delivery: Scheduled after receipt of order and approved submittals.

NOT INCLUDED:

1. Any item not specifically mentioned is not included, nor was it intended to be.
2. Anchor bolts
3. Federal, State, or Local sales taxes
4. Field installation.

Respectfully submitted,
FLOW-TECHNICS, INC.

Michael E. Carney
Michael E. Carney



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: September 9, 2025

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Jake Benner, Engineer II

SUBJECT: Recommendation to Award the Bid for the Spella Park Retaining Wall Replacement to Copenhagen Construction, Inc.

The Spella Park Retaining Wall Replacement project aims to address the two-tiered concrete block wall along the southeast corner of the parking lot at Spella Park. The wall is leaning up to 10 degrees from vertical, which causes concern for overturning in the future due to lateral earth pressures. The work will consist of removal of the existing wall, earth excavation, installing the new retaining wall system, removal and replacement of concrete curb and gutter, rail fence installation, multi-use path reconstruction, and landscape restoration.

Upon completion of the design this summer, the project was advertised for bid during August. Bids were opened on August 28th, 2025, with five (5) bids received. Copenhagen Construction, Inc. was the low bidder in the amount of \$362,871.85, which falls below the Engineer's Estimate of \$500,224.00. The Village has sufficient funding from the Street Improvement Fund to cover the cost of the project. To manage this project, the Village will utilize in-house construction observation.

The Village has not worked with Copenhagen in recent years, but they have completed work in town in the past. After a thorough review of Copenhagen's references and their past project history, Village staff are confident in this contractor's ability to successfully complete the scope of this project. Given the track record of Copenhagen, Village staff recommends the Committee of the Whole take necessary action to move forward with the award of this project to the Village Board for approval in the amount of \$362,871.85 to Copenhagen Construction, Inc.

Summary

1. The recommended lowest bidder was Copenhagen Construction, Inc., who, is capable and has completed many similar projects for surrounding communities.
2. Construction oversight will be performed by Village staff.
3. Sufficient funds are proposed within the Street Improvement Fund to cover the construction cost for this project.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 2, 2025

Village of Algonquin
110 Mitchard Way
Algonquin, IL 60102

Attention: Clifton V. Ganek, P.E.

Subject: Spella Park Retaining Wall
(CBBEL Project No. 250144)

Dear Mr. Ganek,

On Tuesday, August 28th, at 10:00 a.m., bids were received and opened for the subject project. Five (5) bids were received, and they have been summarized below.

<u>COMPANY</u>	<u>BID (AS READ)</u>
ENGINEER'S ESTIMATE	\$500,224.00
ALLIANCE CONTRACTORS, INC.	\$540,451.60
COPENHAVER CONSTRUCTION, INC.	\$362,871.85
GC DESIGNS, INC.	\$491,441.48*
MARTAM CONSTRUCTION, INC.	\$394,384.00
SEMPER FI LANDSCAPING INC.	\$520,729.00

*Calculated bid differs from the as-read or reported bid amount

Copenhaver Construction, Inc. is the low bidder, in the amount of \$362,871.85. Copenhaver Construction, Inc. has performed satisfactory work for the Village in the past, and has provided references with positive reviews on several projects in similar size and scope (see attached phone logs). Copenhaver Construction has performed concrete block retaining wall work in the past with and without geogrid reinforcement, and is qualified to complete the work.

Upon detailed review of the bids, CBBEL believes Copenhaver Construction's bid to be in order. Therefore, our office recommends accepting Copenhaver Construction, Inc's bid in the amount of \$362,871.45.

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

Sincerely,

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

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

N:\Algonquin\250144\Admin\bid tabulation\L1_SpellaPark_082825.doc



PHONE CONVERSATION LOG

DATE: September 2, 2025

PERSON (Contacted/Calling): Owen Wattelle

AFFILIATION: CBBEL (on Behalf of the City of Chicago)

PHONE NUMBER: 847-951-0691

CBBEL REPRESENTATIVE: Dave Kleinwachter

PROJECT NAME/NUMBER: Village of Algonquin
Spella Park Retaining Wall
01.R250144.00000

NOTES:

What projects did you work on with Copenhaver Construction?

- The Des Plaines River Trail Segment 2. The project involved a long boardwalk, retaining walls, and a large bridge. The retaining walls involved small dry-cast concrete block units that required geogrid reinforcement.

What was your title on these projects?

- Resident Engineer

Was the contractor the General Contractor or a Subcontractor?

- General Contractor.

What did they complete on their own versus what was subbed out?

- They perform almost everything in house and don't sub out very much. Includes concrete work, retaining walls, structural work, excavation, landscaping, etc.

What was the approximate cost of the work?

- \$7M

Was the job completed on time and within budget?

- The project was delayed and overbudget, but neither of those were due to Copenhaver's faults.

Were there any notable change orders?

- Yes, but all change orders were for work that was added on to the contract.

N:\Algonquin\250144\Admin\bid tabulation\received bids\Phone Log.Reference Check 1_Copenhaver.docx



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520



PHONE CONVERSATION LOG

Were you satisfied with the quality of work performed?

- Cook County Forest Preserve was very satisfied.

Were they easy to work with?

- Relatively easy to work with since one bad actor has left. This person was with Copenhagen for 15 years and developed a bad reputation, but they were no longer with the company at the very start of this project so I did not have any issues. Anna the Project Manager was fantastic and a main reason that this project was so successful. If you could pick a project manager it should be Anna.

Would you recommend using them?

- The project went very well. I believe the Forest Preserve would use them again.

Any other things you would like to share?

- In the past few years they are scaling back the size of their contracts, doing less major projects and more smaller scale contracts.
- They are not very good with paperwork. There are many times when filing items was difficult and was messy. Their office behind the scenes could use some help in this regard.





PHONE CONVERSATION LOG

DATE: September 2, 2025

PERSON (Contacted/Calling): Bill Schultz

AFFILIATION: CBBEL (on Behalf of the City of Chicago)

PHONE NUMBER: 847-417-7052

CBBEL REPRESENTATIVE: Dave Kleinwachter

PROJECT NAME/NUMBER: Village of Algonquin
Spella Park Retaining Wall
01.R250144.00000

NOTES:

What projects did you work on with Copenhaver Construction?

- Rosemont Bryn Mawr Avenue Bridge, and briefly in Algonquin years ago on Sleepy Hollow Road.

What was your title on these projects?

- Resident Engineer

Was the contractor the General Contractor or a Subcontractor?

- General Contractor

What did they complete on their own versus what was subbed out?

- They try to do everything on their own and not sub out, and sometimes that can be a problem. They try to be a jack of all trades but they don't have the perfect skills for all types of work. They complete concrete and underground and excavation but then have those same workers performing the landscape restoration which has had problems.

What was the approximate cost of the work?

- They are a larger company and in my experience typically do work in the \$1M-\$5M range, but easily have the capacity for \$10M jobs.

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CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520



PHONE CONVERSATION LOG

Were your projects completed on time and within budget?

- Yes I believe so

Were you satisfied with the quality of work performed?

- As stated some of their field workers are performing too many specialized tasks, and the quality of work suffered as such. However they repair or replace any defects they are made aware of.

Were they easy to work with?

- Field guys are ok to work with, however the office not so much. Their office team is disorganized, and doesn't do paperwork very well. It is also hard to get a project schedule out of them.

Would you recommend using them?

- I've worked on a lot of jobs in the past with them, they're not flawless but at the end of the day they can get the job done.
-

Any other things you would like to share?

- They're a somewhat large company, with maybe 50 employees.
- A handful of individuals are difficult to get along with. However, two bad actors now gone. Recently I've dealt with Anna the Project Manager who is really great, she is proactive and looks into issues right away.





PHONE CONVERSATION LOG

DATE: September 2, 2025

PERSON (Contacted/Calling): Kurt Muth
AFFILIATION: City of Aurora
PHONE NUMBER: 630-256-3232
CBBEL REPRESENTATIVE: Dave Kleinwachter
PROJECT NAME/NUMBER: Village of Algonquin
Spella Park Retaining Wall
01.R250144.00000

NOTES:

What projects did you work on with Copenhaver Construction?

- **Wilder Park Improvements in 2022**

What was your title on these projects?

- I was both the Designer and the Construction Manager. The project included only minor block walls and taller curb walls, not any substantial retaining walls that required structural design. The project was primarily for park amenities such as sidewalk, bike paths, playground areas, and electrical and irrigation.

Was the contractor the General Contractor or a Subcontractor?

- General Contractor, most of the work was done in house.

What did they complete on their own versus what was subbed out?

- The brick pavers work was subbed out.

What was the approximate cost of the work?

- Roughly \$800K

Was the job completed on time and within budget?

- Yes

Were you satisfied with the quality of work performed?

- Yes, satisfied overall

N:\Algonquin\250144\Admin\bid tabulation\received bids\Phone Log.Reference Check 3_Copenhaver.docx



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520



PHONE CONVERSATION LOG

Were they easy to work with?

- Yes

Would you recommend using them?

- Yes

Any other things you would like to share?

- I've done other projects like underground work with them and they were flexible and easy to work with.
- Anna was the project manager, really liked working with her.



Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(CBBEL Project Number: 250144)

VILLAGE OF ALGONQUIN
SPELLA PARK RETAINING WALL

BID TABULATION
Date: AUGUST 28, 2025

					ENGINEER'S ESTIMATE		COPENHAVER CONSTRUCTION, INC.		MARTAM CONSTRUCTION, INC.		GC DESIGNS, INC.		SEMPER FI CONSTRUCTION, INC.		ALLIANCE CONSTRUCTION, INC.		
SP	CODE	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	
*	20101200	TREE ROOT PRUNING	EACH	6	\$ 150.00	\$ 900.00	\$ 0.01	\$ 0.06	\$ 150.00	\$ 900.00	\$ 200.00	\$ 1,200.00	\$ 10.00	\$ 60.00	\$ 250.00	\$ 1,500.00	
	20200100	EARTH EXCAVATION (RESPREAD)	CU YD	128	\$ 15.00	\$ 1,920.00	\$ 40.00	\$ 5,120.00	\$ 60.00	\$ 7,680.00	\$ 30.00	\$ 3,840.00	\$ 65.00	\$ 8,320.00	\$ 10.00	\$ 1,280.00	
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	36	\$ 40.00	\$ 1,440.00	\$ 20.00	\$ 720.00	\$ 60.00	\$ 2,160.00	\$ 45.00	\$ 1,620.00	\$ 100.00	\$ 3,600.00	\$ 10.00	\$ 360.00	
	20700220	POROUS GRANULAR EMBANKMENT	CU YD	125	\$ 85.00	\$ 10,625.00	\$ 20.00	\$ 2,500.00	\$ 85.00	\$ 10,625.00	\$ 35.00	\$ 4,375.00	\$ 90.00	\$ 11,250.00	\$ 76.85	\$ 9,606.25	
	21301084	EXPLORATION TRENCH 84" DEPTH	FOOT	60	\$ 90.00	\$ 5,400.00	\$ 10.00	\$ 600.00	\$ 75.00	\$ 4,500.00	\$ 275.00	\$ 16,500.00	\$ 100.00	\$ 6,000.00	\$ 1.00	\$ 60.00	
*	28000510	INLET FILTERS	EACH	8	\$ 300.00	\$ 2,400.00	\$ 200.00	\$ 1,600.00	\$ 364.00	\$ 2,912.00	\$ 175.00	\$ 1,400.00	\$ 480.00	\$ 3,840.00	\$ 275.00	\$ 2,200.00	
	28200200	FILTER FABRIC	SQ YD	157	\$ 10.00	\$ 1,570.00	\$ 6.00	\$ 942.00	\$ 7.00	\$ 1,099.00	\$ 15.00	\$ 2,355.00	\$ 8.00	\$ 1,256.00	\$ 1.00	\$ 157.00	
*	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH (SPECIAL)	SQ FT	20	\$ 20.00	\$ 400.00	\$ 60.00	\$ 1,200.00	\$ 100.00	\$ 2,000.00	\$ 30.00	\$ 600.00	\$ 35.00	\$ 700.00	\$ 26.25	\$ 525.00	
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	409	\$ 12.00	\$ 4,908.00	\$ 8.00	\$ 3,272.00	\$ 10.00	\$ 4,090.00	\$ 15.00	\$ 6,135.00	\$ 38.00	\$ 15,542.00	\$ 15.00	\$ 6,135.00	
	44000600	SIDEWALK REMOVAL	SQ FT	40	\$ 3.00	\$ 120.00	\$ 5.00	\$ 200.00	\$ 9.00	\$ 360.00	\$ 20.00	\$ 800.00	\$ 20.00	\$ 800.00	\$ 5.00	\$ 200.00	
	50200100	STRUCTURE EXCAVATION	CU YD	227	\$ 90.00	\$ 20,430.00	\$ 50.00	\$ 11,350.00	\$ 60.00	\$ 13,620.00	\$ 25.00	\$ 5,675.00	\$ 90.00	\$ 20,430.00	\$ 20.00	\$ 4,540.00	
	50200450	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL FOR STRUCTURES	CU YD	125	\$ 55.00	\$ 6,875.00	\$ 50.00	\$ 6,250.00	\$ 60.00	\$ 7,500.00	\$ 35.00	\$ 4,375.00	\$ 113.00	\$ 14,125.00	\$ 10.00	\$ 1,250.00	
*	52200800	SEGMENTAL CONCRETE BLOCK WALL	SQ FT	1094	\$ 175.00	\$ 191,450.00	\$ 74.00	\$ 80,956.00	\$ 74.00	\$ 80,956.00	\$ 120.00	\$ 131,280.00	\$ 90.00	\$ 98,460.00	\$ 140.45	\$ 153,652.30	
	550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	77	\$ 130.00	\$ 10,010.00	\$ 170.00	\$ 13,090.00	\$ 140.00	\$ 10,780.00	\$ 200.00	\$ 15,400.00	\$ 133.00	\$ 10,241.00	\$ 306.00	\$ 23,562.00	
	55100500	STORM SEWER REMOVAL 12"	FOOT	73	\$ 30.00	\$ 2,190.00	\$ 15.00	\$ 1,095.00	\$ 10.00	\$ 730.00	\$ 15.00	\$ 1,095.00	\$ 100.00	\$ 7,300.00	\$ 20.00	\$ 1,460.00	
	60146304	PIPE UNDERDRAINS FOR STRUCTURES 4"	FOOT	212	\$ 25.00	\$ 5,300.00	\$ 20.00	\$ 4,240.00	\$ 6.00	\$ 1,272.00	\$ 45.00	\$ 9,540.00	\$ 50.00	\$ 10,600.00	\$ 41.75	\$ 8,851.00	
*	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)	FOOT	409	\$ 45.00	\$ 18,405.00	\$ 40.00	\$ 16,360.00	\$ 39.00	\$ 15,951.00	\$ 45.00	\$ 18,405.00	\$ 88.00	\$ 35,992.00	\$ 54.80	\$ 22,413.20	
	67100100	MOBILIZATION	L SUM	1	\$ 40,000.00	\$ 40,000.00	\$ 21,000.00	\$ 21,000.00	\$ 22,000.00	\$ 22,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 102,400.00	\$ 102,400.00	
	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	396	\$ 4.00	\$ 1,584.00	\$ 6.00	\$ 2,376.00	\$ 10.00	\$ 3,960.00	\$ 20.00	\$ 7,920.00	\$ 25.00	\$ 9,900.00	\$ 8.35	\$ 3,306.60	
*	X2080250	TRENCH BACKFILL (SPECIAL)	CU YD	40	\$ 45.00	\$ 1,800.00	\$ 0.01	\$ 0.40	\$ 111.00	\$ 4,440.00	\$ 35.00	\$ 1,400.00	\$ 100.00	\$ 4,000.00	\$ 65.00	\$ 2,600.00	
*	X4020900	AGGREGATE SURFACE COURSE, TYPE B, 4" (SPECIAL)	SQ YD	157	\$ 25.00	\$ 3,925.00	\$ 45.00	\$ 7,065.00	\$ 76.00	\$ 11,932.00	\$ 40.00	\$ 6,280.00	\$ 75.00	\$ 11,775.00	\$ 85.50	\$ 13,423.50	
*	X5220102	RETAINING WALL REMOVAL	FOOT	288	\$ 70.00	\$ 20,160.00	\$ 40.00	\$ 11,520.00	\$ 40.00	\$ 11,520.00	\$ 25.00	\$ 7,200.00	\$ 38.00	\$ 10,944.00	\$ 25.00	\$ 7,200.00	
*	X6640628	WOOD POST AND RAIL FENCE	FOOT	285	\$ 90.00	\$ 25,650.00	\$ 84.00	\$ 23,940.00	\$ 92.00	\$ 26,220.00	\$ 40.00	\$ 11,400.00	\$ 75.00	\$ 21,375.00	\$ 155.85	\$ 44,417.25	
*	X6640636	WOODEN FENCE REMOVAL	FOOT	285	\$ 10.00	\$ 2,850.00	\$ 10.00	\$ 2,850.00	\$ 15.00	\$ 4,275.00	\$ 20.00	\$ 5,700.00	\$ 28.00	\$ 7,980.00	\$ 26.90	\$ 7,666.50	
*	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 31,000.00	\$ 31,000.00	\$ 24,000.00	\$ 24,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,500.00	\$ 8,500.00	\$ 3,500.00	\$ 3,500.00	
*	X7010237	CHANGEABLE MESSAGE SIGN (SPECIAL)	CAL DA	56	\$ 55.00	\$ 3,080.00	\$ 70.00	\$ 3,920.00	\$ 34.00	\$ 1,904.00	\$ 178.58	\$ 10,004.80	\$ 50.00	\$ 2,800.00	\$ 30.00	\$ 1,680.00	
*	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 5,500.00	\$ 5,500.00	\$ 8,000.00	\$ 8,000.00	\$ 6,160.00	\$ 6,160.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	
*	Z1	CATCH BASINS, TYPE A, 4' DIA., EJ 7010	EACH	1	\$ 4,500.00	\$ 4,500.00	\$ 5,500.00	\$ 5,500.00	\$ 6,350.00	\$ 6,350.00	\$ 9,500.00	\$ 9,500.00	\$ 8,500.00	\$ 8,500.00	\$ 4,000.00	\$ 4,000.00	
*	Z2	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	200	\$ 50.00	\$ 10,000.00	\$ 105.00	\$ 21,000.00	\$ 92.00	\$ 18,400.00	\$ 150.00	\$ 30,000.00	\$ 74.99	\$ 14,998.00	\$ 118.00	\$ 23,600.00	
*	Z3	CONSTRUCT NEW MUTLI-USE PATH	SQ YD	310	\$ 55.00	\$ 17,050.00	\$ 84.00	\$ 26,040.00	\$ 68.00	\$ 21,080.00	\$ 150.00	\$ 46,500.00	\$ 88.00	\$ 27,280.00	\$ 81.15	\$ 25,156.50	
*	Z4	CONSTRUCTION ENTRANCE	SQ YD	139	\$ 15.00	\$ 2,085.00	\$ 0.01	\$ 1.39	\$ 33.00	\$ 4,587.00	\$ 150.00	\$ 20,850.00	\$ 50.00	\$ 6,950.00	\$ 1.00	\$ 139.00	
*	Z5	FRAMES AND GRATES	EACH	1	\$ 850.00	\$ 850.00	\$ 1,000.00	\$ 1,000.00	\$ 935.00	\$ 935.00	\$ 800.00	\$ 800.00	\$ 3,500.00	\$ 3,500.00	\$ 400.00	\$ 400.00	
*	Z6	ITEMS AS ORDERED BY THE ENGINEER	DOLLAR	20000	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	
*	Z7	LANDSCAPE RESTORATION	SQ YD	663	\$ 15.00	\$ 9,945.00	\$ 8.00	\$ 5,304.00	\$ 12.00	\$ 7,956.00	\$ 15.00	\$ 9,945.00	\$ 13.00	\$ 8,619.00	\$ 18.00	\$ 11,934.00	
*	Z8	MUTLI-USE PATH REMOVAL	SQ YD	310	\$ 13.00	\$ 4,030.00	\$ 15.00	\$ 4,650.00	\$ 15.00	\$ 4,650.00	\$ 12.50	\$ 3,875.00	\$ 33.00	\$ 10,230.00	\$ 20.00	\$ 6,200.00	
*	Z9	PRECONSTRUCTION VIDEO TAPING	LSUM	1	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 532.00	\$ 532.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,875.00	\$ 2,875.00	
*	Z10	SILTATION CONTROL FENCE	FOOT	394	\$ 5.50	\$ 2,167.00	\$ 5.00	\$ 1,970.00	\$ 6.00	\$ 2,364.00	\$ 6.00	\$ 2,364.00	\$ 8.00	\$ 3,152.00	\$ 4.00	\$ 1,576.00	
*	Z11	STRUCTURES TO BE ADJUSTED	EACH	2	\$ 850.00	\$ 1,700.00	\$ 700.00	\$ 1,400.00	\$ 1,100.00	\$ 2,200.00	\$ 750.00	\$ 1,500.00	\$ 6,500.00	\$ 13,000.00	\$ 250.00	\$ 500.00	
*	Z12	STRUCTURES TO BE RELOCATED	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,550.00	\$ 2,550.00	\$ 750.00	\$ 750.00	\$ 6,500.00	\$ 6,500.00	\$ 3,000.00	\$ 3,000.00	
*	Z13	STRUCTURES TO BE REMOVED	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00	\$ 850.00	\$ 850.00	\$ 500.00	\$ 500.00	\$ 4,500.00	\$ 4,500.00	\$ 1,000.00	\$ 1,000.00	
*	Z14	TEMPORARY CONSTRUCTION FENCE FOR TREE PROTECTION	EACH	8	\$ 100.00	\$ 800.00	\$ 100.00	\$ 800.00	\$ 110.00	\$ 880.00	\$ 10.00	\$ 80.00	\$ 350.00	\$ 2,800.00	\$ 200.00	\$ 1,600.00	
*	Z15	WALL STAIN AND ANTI-GRAFFITI COATING	SQ FT	1094	\$ 7.50	\$ 8,205.00	\$ 10.00	\$ 10,940.00	\$ 16.00	\$ 17,504.00	\$ 3.00	\$ 3,282.00	\$ 15.00	\$ 16,410.00	\$ 8.25	\$ 9,025.50	
					\$ 500,224.00		TOTAL=	\$ 362,871.85	TOTAL=	\$ 394,384.00		TOTAL=	\$ 491,441.48	TOTAL=	\$ 520,729.00	TOTAL=	\$ 540,451.60

Indicates discrepancy between the reported bid and the calculated bid price.



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

SPELLA PARK RETAINING WALL REPLACEMENT

SIGNATURE FORM

This AGREEMENT is made and entered into this 16th day of September, 2025, by and between the Village of Algonquin, 2200 Harnish Drive, Algonquin, IL, 60102 (VILLAGE) and Copenhaver Construction, Inc., 17622 Depot Street, Union, IL 60180 (CONTRACTOR).

WITNESSETH

Whereas, the VILLAGE has prepared certain plans and specifications dated August 11, 2025 for Spella Retaining Wall Replacement – under the terms and conditions fully stated and set forth, and;

Whereas, said plans, specifications, and BID fully describe the terms and conditions upon which the CONTRACTOR offers to perform and furnish all labor, materials, insurance, bonds, and equipment, to complete the work specified:

NOW, THEREFORE, IT IS AGREED:

1. VILLAGE hereby accepts the BID of the CONTRACTOR for the work in the sum of \$362,871.85 (THREE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED SEVENTY-ONE DOLLARS AND EIGHTY-FIVE CENTS).
2. CONTRACTOR agrees to complete the work within/by September 29, 2025 to November 21, 2025.
3. This Contract consists of the following component parts which are made a part of this agreement and Contract as fully and absolutely as if they were set out in detail in the Contract:
 - a. Spella Park Retaining Wall Replacement plans prepared by the VILLAGE, prepared by Christopher B. Burke Engineering Ltd., dated August 11, 2025.
 - b. Addendum No. 1, dated August 21, 2025.
 - c. The State of Illinois Standard Specifications for Road and Bridge Construction, adopted January 1, 2022, the Supplemental Specifications and applicable Special Provisions effective on the date of the BID and the Standard Specifications for Sewer and Watermain Construction in Illinois, 8th Edition, as well as the Village of Algonquin Standard Specifications & Details for Construction and Estimating, June 25, 2022, except as modified by these documents
 - d. All Bidding Documents
4. Two (2) copies of this Contract shall be fully executed by all of the parties hereto.

Continued on next page.



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

In Witness Whereof, the following parties have signed this Contract effective on the date first written above.

VILLAGE OF ALGONQUIN:

CONTRACTOR:

By: _____
Debby Sosine, Village President

By: _____
(Signature)

(Print Name)

(Title)

ATTEST:

ATTEST:

By: _____
Fred Martin, Village Clerk

By: _____
(Company Official)

(SEAL)

(NOTARY)



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

SPELLA PARK RETAINING WALL REPLACEMENT

INSURANCE CERTIFICATE

ATTACH CERTIFICATE(S)
&
ANY REQUIRED ENDORSEMENT(S)



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

SPELLA PARK RETAINING WALL REPLACEMENT NAME

BOND No.

PAYMENT & PERFORMANCE BOND

Know all men by these presents that
Copenhaver Construction, Inc.
17622 Depot Street
Union, IL 60180

as Principal, hereinafter called the CONTRACTOR, and

as Surety, hereinafter called the SURETY, are held and firmly bound unto the
Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

as Obligee, hereinafter called the VILLAGE, in the amount of \$362,871.85 (THREE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED SEVENTY-ONE DOLLARS AND EIGHTY-FIVE CENTS)
that represents 100% of the Contract Price for the payment whereof CONTRACTOR & SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the CONTRACTOR has by written agreement dated (September 16, 2025) entered into a contract with the VILLAGE for the project known as Spella Park Retaining Wall Replacement in accordance with drawings, and specifications prepared by the VILLAGE, which Contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

Now, therefore, the conditions of this obligation are such that if the CONTRACTOR shall promptly and faithfully perform said CONTRACT, then the obligation of this bond shall be null and void; otherwise, it shall remain in full force and effect.

- A. The SURETY hereby waives notice of any alteration or extension of time made by the VILLAGE
- B. Whenever CONTRACTOR shall be and is declared by the VILLAGE to be in default under the CONTRACT, the VILLAGE having performed VILLAGE's obligations there under, the SURETY may promptly remedy the default, or shall promptly:



Village of Algonquin

The Gem of the Fox River Valley

CONTRACT

1. Complete the CONTRACT in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to VILLAGE for completing the CONTRACT in accordance with its terms and conditions, and upon determination by VILLAGE and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and VILLAGE, and make available as work progresses (even though there should be a default or a succession of defaults under the CONTRACT or CONTRACTS of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the CONTRACT price. The term "balance of the CONTRACT price", as used in this paragraph shall mean the total amount payable by VILLAGE to CONTRACTOR. It is the intention of this undertaking that the total cost and expenditure by VILLAGE shall not exceed the CONTRACT price.

C. No right of action shall accrue to or for the use of any person or corporation other than the VILLAGE named herein or the heirs, executors, administrators or successors of the VILLAGE

It is a further condition of this obligation that the CONTRACTOR and SURETY shall pay to all person, firms, or corporations having contracts directly with the CONTRACTOR or with subcontractors, all just claims due them for labor performed or materials furnished in the performance of the CONTRACT on account of which this bond is given

Signed and Sealed this _____ day of _____, _____, A.D.

In the Presence of:

Witness (Print)

Principal (Signature)

Witness (Signature)

Title

Surety (Signature)

Surety (Print)

Title



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: September 3, 2025

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Vince Kilcullen, General Services Superintendent

SUBJECT: Main Street Holiday Lights

Attached is a proposal from B&B Holiday Decorating, for the rental, installation, and removal of the 2025 holiday decorations along South Main Street.

With the completion of the downtown streetscape project in 2019, the Village decided to contract out the downtown decorations for Main Street due to the intricate nature and time involved in installing, removing, and storing these items. B&B Holiday Decorating, out of Wheeling, Illinois has been performing this service for the past five seasons. Since they have been doing this, they have become very familiar with the process and the Village standards for our holiday aesthetics.

This season with how the trees have matured, filled in, and grown, B&B has advised that it may be difficult to wrap each branch, to match the style of previous years. Instead, they may have to wrap the tree as a whole. They have provided pricing for both options so that staff can make a determination at the point of installation, as individually wrapped branches are more aesthetically pleasing. The “full scope” proposal to wrap each branch, if possible, is \$45,791.19. If it is not possible, the cost to wrap the trees as a whole is \$42,591.19.

Based on this experience, the Village would like to continue with B&B Holiday Decorating, as they have provided an excellent product, excellent service, and have been very reliable. Staff recommends moving forward in the amount not to exceed \$45,791.19. Should it be determined that the branches cannot be wrapped, the cost will be less than the total above. Sufficient funds are available in the General Services Budget to complete this work.

B&B Holiday Decorating, LLC

2048 Foster Avenue
Wheeling, Illinois 60090
847.825.1657
christmas@bbservicesinc.com | www.bbholidaydecorating.com



RECIPIENT:

Village of Algonquin

110 Meyer Dr
Algonquin, IL 60102
Phone: 847-456-5307

SERVICE ADDRESS:

2 S. Main Street
Algonquin, IL 60102

Quote #277

Sent on Aug 12, 2025

Total \$45,791.19

We hereby propose to supply the labor and materials to install holiday decorations at the location listed including:

- All installation materials, ie replacement lights, hanging accessories, cords, timers, bows, etc. where necessary
- Installation and takedown as well as non-weather-related service calls.

Product/Service	Description
Mini LED 50ct (Warm White)	Branch wrap downtown trees both sides of street.
Mini LED 50ct (Champagne)	Decorate downtown trees Branch wrap style both sides of street.
Wreath Artificial Warm White LED 60" w/ 24" Bow	Decorate both sides of fireplace near reveal tree
C9 Warm White 15	Decorate along Village Hall roof line full 360
Garland Artificial Warm White LED - 9ft	Decorate on 10x short light poles near Main Street.
Wreath Artificial Warm White LED 60" w/ 24" Bow	Decorate along Main Street both sides of street on 10x large light poles
Garland Artificial Warm White LED - 9ft	Decorate on poles near reveal tree and parking lot poles.
Tree Topper 36" Warm White	Decorate top of Tower Tree.
Tower Tree Artificial 20' w/ Warm White lights & Ornaments	20' Tower Tree with Ornaments
Garland Artificial Warm White LED - 9ft	Decorate on Front Bridge poles along Main Street.
Fiberglass- Present 48" Red & Gold	

B&B Holiday Decorating, LLC

2048 Foster Avenue

Wheeling, Illinois 60090

847.825.1657

christmas@bbservicesinc.com | www.bbholidaydecorating.com



Product/Service	Description
Planter Waterfront Medium	Decorate along Main street in planters
Planter Waterfront Small	Decorate along Main street in planters
Ornament Waterfront 6' Warm White	Decorate along Main street in planters
Polar Bear Waterfront 6' Warm White	Decorate along Main street in planters
Polar Bear Waterfront 12' Warm White	Decorate along Main street in planters
Deer 10' Waterfront Warm White	10' Waterfront Deer Warm White
Deer 6' Waterfront Warm White	Decorate along Main street in planters
Ornament Sphere- Zurich Red and Warm White 40"	
Wreath Artificial Warm White LED 60" w/ 24" Bow	Decorate on Algonquin Sign end of Main street.
Install and Takedown- Roof	
Install and Takedown- Garland Artificial Door or Column	
Install and Takedown- Wreath Pole/Fence	
Install and Takedown- Mini Lights Branch Wrapped Bush/Tree	
Install/Takedown Labor	Installation of 3D decorations.

* Non-taxable

Total

\$45,791.19

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Please be advised that we are a weather-dependent company. Weather delays will push back scheduled work dates in the order they are booked. Weather may also affect the operation of the decorations in certain conditions. Any obstructions will be dealt with on a time and materials basis upon owner approval. Any other additions or changes will be handled on a time and materials basis at our regular pricing level. Final payment is due in full 10 days after completion of work and includes any and all taxes. A service charge of 1-1/2% per month (18% per annum) will be charged on all balances 30 days or more past due. In addition to the sums stated herein, the undersigned shall pay to B & B Holiday Decorating, LLC, all costs and expenses, including filing fees and reasonable attorney fees incurred by B&B in seeking to enforce said obligations under this agreement. Customer hereby authorizes B&B Holiday Decorating to install all materials on above property as provided herein. Customer agrees to defend, hold harmless and indemnify B&B Holiday Decorating from and against all claims, liabilities to any third parties for injury, death or damage to person, property, trespass and other damages or loss arriving out of the installation or location of materials unless such damage or loss is a result of gross negligence of B&B Holiday Decorating. Customer agrees to allow B&B Holiday Decorating the right to use images of their property for advertising purposes. All materials used are the property of B&B Holiday Decorating.

Signature: _____ **Date:** _____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: 9/4/2025

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

FROM: Michael Reif, Internal Services Supervisor

SUBJECT: Purchase of a New Sewer Camera Van and Camera Equipment.

The FY2026 budget includes funding for the replacement of the Village's sewer televising equipment, due to its age. This equipment will enhance the Village's ability to inspect, maintain, and document the condition of the sanitary sewer collection system. This equipment is heavily utilized as part of daily operations, but is also a necessary tool in planning out future capital improvement projects.

Sewer televising equipment is a two-part set up, including the televising rover and related software, and the vehicle it is housed in, which serves as a mobile office for the rover operator. The current equipment was purchased in 2006, including the Dodge Sprinter Van. The camera system currently has very poor resolution on the rover and the software is no longer supported. The Vehicle has 39,000 miles on, but is a heavy idle vehicle as it needs to remain on while operations are on-going to serve as the mobile field office. The vehicle is currently experiencing transmission issues, which may be a costly future repair if not replaced. The entire system has exceeded its useful life being nearly 20 years old.

As the system is sold as a singular unit, the driving factor is the camera system, which includes the "office" vehicle. Staff recommends the purchase of the EnviroSight RovverX Package with MEPS power system installed in a Ford Transit. This system will be acquired from Standard Equipment of Elmhurst, Illinois, using the Sourcewell Cooperative Purchasing Contract #120721-EVS. The total purchase price is \$289,402.68, which is \$10,597.32 less than the \$300,000 budgeted in the FY25/26 budget. The expenditure falls within the approved budget allocation.

Staff recommends the purchase of the EnviroSight RovverX Package with MEPS power system in a Ford Transit from Standard Equipment of Elmhurst, Illinois, through Sourcewell Contract #120721-EVS, in the amount of \$289,402.68.



Date:

8 – 15 – 2025

Offered By:

Andrew McCarthy
Camera Sales Manager
312.504.8139

Equipment Provided for:

The Village of Algonquin
110 Mitchard Wy,
Algonquin, IL 60102

Equipment Quote

ENVIROSIGHT



Stock Photo

Standard Equipment is pleased to present The Village of Algonquin with the following quotation for an Envirosight RoverX Package with MEPS power system in a new Ford Transit.





Dealership Information

Family-owned and operated since 1969, Standard Equipment Company provides environmental equipment solutions for municipalities, contractors, and companies. We have built a reputation for excellence by offering the finest new equipment, a large selection of parts, excellent service, and unparalleled customer support. We customize environmental equipment solutions for every situation by putting our customer's needs first. Standard's greatest ability is dependability.



Manufacturer Information

At Envirosight, we believe in leading with our values; perfecting infrastructure and processes to build healthier, safer communities; and raising the bar for what customers should expect from a vendor. When we opened our doors two decades ago, we imagined a world of wastewater inspection where equipment works for you, not the other way around.

Today, our complete line of wastewater inspection solutions is designed to help you take on inflow and infiltration, collapses, and cross bores. There's no telling what you'll encounter in the next pipe, but we can promise that Envirosight will help you maximize uptime and productivity while providing the most intuitive user experience on the market. Our equipment is built for easy repairs and maintenance, so your crew can tackle most of the upkeep in the field—and it's backed by a continent-wide network of certified service experts to support you when you can't. Talk to an Envirosight expert today and see what makes us different.

Envirosight Equipment Description

ROVVER X HD SYSTEM

- VC500 HD controller
- RX130L HD crawler with integrated lift, back-eye camera, inclination, sonde, clutch, and heavy-duty case.
- RCX90 HD pan, tilt, and zoom camera with Pelican case
- RAX300 HD cable reel with 300 meters (~1000 feet) of orange gore cable.
- Additional standard accessories include:
 - Pressurization kit
- quick-change wheel system:
 - 6 Small Rubber Wheels
 - 4 Medium Rubber Wheels
 - 4 Medium Grease Wheels
 - 4 Medium Aggressive Wheels
 - 4 Large Rubber Wheels
 - 4 Large Grease Wheels
 - 4 Large Aggressive Wheels
 - 4 XL Rubber Wheels
- 2" Tiger Tail
- Top manhole roller

RAL200 HD AUX LIGHT

- Illuminate 8" – 36" pipe
- Integrated back-eye camera
- 6 high-power LEDs

Chassis and Buildout Features

2025 Ford Transit Cargo Van (W3X) T-350 148" EL Hi Rf 9500 GVWR RWD

EXTERIOR

- Rear barn doors with latches/locks
- Tie-off clamp on rear bumper
- Rear LED arrow stick
- Front roof mounted LED strobe
- Side access

OPERATOR STUDIO

- Solid bulkhead wall with fixed smoked-glass window
- Formica desk with outlets above and below
- Cork board wall above desk surface
- Storage cabinet
- Overhead LED lighting
- Pocket door
- Two 21.5" monitors
- Rackmount computer

Chassis and Buildout Features Continued

OPERATOR STUDIO CONTINUED

- Upgraded High-back operator chair
- Carpeted walls and ceiling
- Safety light switches in truck cab
- Black-treaded rubber floor
- Wall file
- Video distribution booster
- 13,500-BTU roof air conditioner with 5600-BTU heat strip controlled via digital thermostat
- Wall mount heater

EQUIPMENT BAY

- Stainless steel work surfaces
- Built-in heavy-duty storage/toolbox
- Slide-out crawler wheel drawer
- Rear-facing 21.5" monitor
- Storage cabinet behind crawler drawer
- Wash-down system (on-demand pump, lighted switch, 18-gallon tank with exterior fill, 25' retractable hose reel)
- Ceiling-mounted LED lights
- Plywood ceiling/walls covered with gray FRP
- Aluminum storage shelf and caddy with trash can
- Rubber glove dispenser
- Tool package (manhole hook, pick, sledgehammer and shovel, all mounted on aluminum brackets)

POWER

- Shore power cord with 120V power adapter
- Breaker box
- 12V fuse block
- 6.5 kW MEPS Road Power

MISCELLANEOUS

- Hand Sanitizer
- Waterless Hand Cleaner
- Paper Towels
- Rubber Gloves
- First-Aid Kit
- Fire Extinguisher
- Simple Green
- Dry-Erase Board
- Traffic Cones
- Rubber Counter Mat
- Remote Mount
- Lanyard
- Backup Alarm

Price Quote



Standard Equipment and Envirosight are proud holders of a Sourcewell competitively bid procurement contract. Sourcewell allows for government agencies to control cost of procurement and ensure that they are getting the equipment they want at a competitively bid price. For more information about Sourcewell, you can find them on the web at www.sourcewell-mn.gov.

Quotes include all Tax, Title, and License Fees if applicable.

Item Description	Delivered Cost
Envirosight RoverX Package New Ford Transit Van MEPS	\$289,402.68

Sourcewell Contract# 120721-EVS

Unit Purchase Price

1. Please note that the prices quoted are subject to applicable tariffs and duties, which may affect the final cost.
2. Price does not include state and local taxes.
3. Price includes title and plating fees.
4. FOB Standard Equipment Elmhurst, Illinois 60126.
5. Quote is valid for 7 days from 8/15/2025.
6. Payment is due at the time of purchase.

Total Sourcewell Price: \$289,402.68

***2025 Ford Transit T250: Less -\$1,000**

I/we have read and understand the terms outlined below and on the reverse and agree to them as part of this order as if they were printed above my/our signature(s). The above and the terms below and on the reverse shall comprise the entire agreement affecting this purchase and no other agreement, understanding, representation, condition or warranty either expressed or implied by law or otherwise is part of this transaction. Unless otherwise specified the Purchase price is payable in cash on the date of delivery of the Equipment to the carrier. It is understood and agreed that the Purchase Price is subject to increase at anytime without notice by JJE to the extent that JJE has incurred increased cost between the date hereof and the delivery date caused by increases in manufacturers' list prices, government regulations, freight rates, labour costs and other causes beyond JJE's control. The Purchaser acknowledges having received a true copy hereof. This agreement is not subject to annulment or cancellation by the Purchaser without prior written consent of JJE.

The Village of Algonquin

X

Signature

Name: _____

Date: _____

Standard Equipment Company

X

Signature

Name: Greg Zukowski

Date: 8/15/2025

Terms and Conditions

1. Payment in full is required at time of delivery. The sale price specified on page one of this Agreement does not include taxes or shipping and other transportation charges. Unless otherwise specified, all shipments are F.O.B. Elmhurst IL. The Purchaser shall pay all insurance, taxes, shipping charges, and other costs or expenses relating to the sale and transfer of the Equipment, it being the intent that the sales price shall be net to the JJE of any and all costs or expenses. In the event of cancellation of this agreement, the Purchase shall assume all costs associated with the cancellation. All Purchaser supplied chassis must meet the requirements of the body manufacturer and Joe Johnson Equipment ("JJE"). The costs of any chassis modifications or repairs shall be borne by the Purchaser. All warranty work is F.O.B. JJE, Elmhurst IL.
2. RISK OF LOSS. After delivery of the Equipment in good order to the Carrier of Purchaser's choice, risk of loss shall be with the Purchaser and JJE's responsibility shall cease. As long as JJE remains unpaid it shall have a lien on the Equipment and shall have a right to repossession and disposal of the Equipment notwithstanding delivery to the Carrier.
3. SHIPPING. a) If shipment is delayed beyond the time stipulated pursuant to this Agreement by any cause beyond the control of JJE, the delivery date shall be extended for a period equal to the delay due to such cause. JJE will in no way be held liable for loss or damages, direct or consequential, due to delays in delivery cause by events outside our direct control. B) If shipment is delayed by fault of the Purchaser, payment of the Purchase Price shall not be delayed thereby and the Equipment shall be at the Purchaser's risk of damage or loss from any cause whatsoever and any expense incurred in handling, storage or insuring the Equipment shall be paid by the Purchaser.
4. WAIVER OF CLAIMS. Acceptance of the Equipment by the Purchaser from the Carrier will constitute a waiver of all claims against JJE for damage or delay from any cause.
5. TITLE. Title to the Equipment and to all repairs, replacements of and accessions to the Equipment shall not pass to the Purchaser after delivery but shall remain in JJE until payment in full of the Purchase Price together with all other amounts due hereunder.
6. DEFAULT. If the Purchaser defaults in compliance with any term or condition of this Agreement, or defaults in payment of any installment of the Purchase Price or any applicable taxes or charges relating to the Equipment, or uses the Equipment for an illegal purpose, or if levy is made upon the Equipment, or if any bankruptcy, receivership, winding-up or insolvency proceedings are instituted by or against the Purchaser, or if at any time JJE deems itself insecure in respect of the foregoing then and in any such events the entire balance of the Purchase Price and all notes given therefore together with all expenses, costs and solicitors fees incurred by JJE in the collection of the Purchase Price shall become immediately due and payable on account of the Purchase Price shall remain the property of JJE as payment for the use and depreciation of the Equipment and not as a penalty.
7. REPOSSESSION AND REMEDIES. Subject to the applicable laws:
 - a) JJE, in addition to all remedies available at law or hereunder, may take possession of the Equipment without notice or demand and without legal process and for the purpose of taking possession of and removing the Equipment JJE or its assigns or agents may enter into or upon the Purchaser's lands and premises using such forces as is necessary in the circumstances. The Purchaser hereby waives all claims for damages arising out of the re-possession, removal or re-sale of the Equipment as against to Purchaser or Purchaser's assigns.
 - b) If the Equipment comes into possession of JJE through the re-possession, voluntary surrender thereof by the Purchaser or otherwise, JJE may at its option sell the Equipment for its own account or may re-sell the Equipment on behalf of the Purchaser either at a public or private sale in such manner and for such amount and upon such terms as JJE may deem proper with or without notice, and prior to any sale JJE may house or store the Equipment and repair or re-condition the same; and JJE may bid and purchase on any sale. From the proceeds of any sale JJE may deduct all expenses for the re-taking, housing, storing, repairing, re-conditioning and selling of the Equipment including the costs of JJE's solicitors as between solicitor and client.
 - c) JJE shall also have the right to sue the Purchaser for any amount which is due and unpaid and such rights shall not be affected by the re-possession and sale of the Equipment nor shall the right of re-possession and sale be merged in any judgment JJE may recover on any notes given for the Purchase Price for any security therefore. The execution and delivery of promissory notes or the entry of judgment for any amount which is due and unpaid or the taking of additional security therefore shall not constitute payment or a waiver of any term, provision or condition herein contained. JJE shall have the right to enforce one or more remedies successively or concurrently and such action shall not operate to stop or prevent JJE from pursuing any other remedy which it may have.
8. LIABILITY AND INDEMNIFICATION. JJE shall not be held liable or responsible for any damages, whether on account of personal injuries or otherwise suffered or sustained in the operation of the Equipment, nor for any damages resulting to Purchaser by reason of any delays or any alleged failure of the Equipment to operate. Purchaser shall defend, indemnify and hold harmless JJE, its subsidiary and affiliated companies, their officers, agents and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to employees of Purchaser, as a result of the maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Purchaser's failure to comply with this order.
9. INTERPRETATION / CHOICE OF LAW. The Purchaser and JJE agree that this Agreement shall be interpreted, construed and be governed by and in accordance with the laws of the State of Illinois. The Purchaser and JJE further agree that should any term or condition, or any part thereof, contained in this Agreement be unenforceable or prohibited by present or future provincial or federal laws, then such term or condition, or part thereof, shall be ineffective to the extent of such unenforceability or prohibition. Failure at any time by JJE to exercise any of its rights under this Agreement shall not constitute a waiver thereof nor prejudice JJE's right to enforce it thereafter.
10. ENTIRE AGREEMENT. It is acknowledged and agreed that this Agreement constitutes the entire agreement between JJE and Purchaser and there are no representations, warranties, conditions or guarantees, expressed or implied, statutory or otherwise, other than contained herein.
11. DISCLAIMER. Except as may be expressly set out in the Description of Equipment term of this Agreement there are no expressed or implied warranties on the part of JJE as to the quality, merchantability, capability or fitness for a particular purpose of the equipment which is the subject of this agreement.
12. INTEREST. Interest or any overdue payment shall be at the rate of eighteen (%) percent per annum, without prejudice to any other conditions of this Agreement.
13. INSURANCE. The Purchaser hereby undertakes to keep the Equipment fully insured against loss by reason of accident, fire, theft and all other risks to an amount not less than the amount owed to JJE, such insurance being payable to JJE, until the Purchase Price of the Equipment together with all interest and costs which may have been incurred, have been paid. The Purchaser undertakes to supply evidence of such insurance satisfactory to JJE upon demand. If the Purchaser does not place such insurance on the Equipment, JJE shall have the right to affect such insurance at the expense of the Purchaser, who hereby undertakes to pay the premium for the same.
14. TRADE-INS. The Purchaser hereby warrants and represents that all equipment and machinery granted, sold or assigned to JJE in connection with this Agreement in satisfaction of the Purchase Price or otherwise shall be free and clear of all liens, levies, charges and encumbrances. The Purchaser further agrees to indemnify and hold harmless JJE from and against liens, levies, charges and encumbrances that the Purchaser may be required to pay or discharge in respect of such machinery or equipment.
15. FURTHER ASSURANCES. This Agreement may be assigned by JJE without notice to Purchaser. Purchaser may not assign this Agreement without JJE's consent, which may be withheld at JJE's sole discretion. The Purchaser hereby authorizes JJE to file such financing statements and do such acts, matters and effects as JJE may deem appropriate to protect its interests in the Equipment until payment in full of the Purchase Price together with all amounts due hereunder.